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

D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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

A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.

B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.

C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:

    a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.

    b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.

e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.

f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.

D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 17, 2018

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 KATE BURKE**
COUNCIL MEMBER MIKE FAGAN	**COUNCIL MEMBER LORI KINNEAR**
COUNCIL MEMBER CANDACE MUMM	**COUNCIL MEMBER KAREN STRATTON**

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. 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 msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase without Contract with Aardvark (LaVerne, CA) utilizing GSA contract #GS-07F-141DA for 26 protective body armor for the SWAT team—$81,642.59 (incl. tax and shipping). Eric Olsen	Approve	OPR 2018-0790
2. Annual Value Blanket Order Renewal with Valmont Industries (Valley, NE) for traffic signal standards and luminaire standards—estimated annual expenditure $238,045.51 (incl. tax). Gary Kaesmeyer	Approve	OPR 2015-0923 BID 4173-15
3. Contract Renewal with Larry Tangen (Chattaroy, WA) for investigative services for the Public Defender's Office from January 1, 2019 through December 31, 2019—not to exceed $75,000 (incl. tax). Kathy Knox	Approve	OPR 2017-0076 RFP 4293-16
4. Authorization to increase the administrative reserve on the Contract with L & L Cargile, Inc. for Sprague Avenue Rebuild Phase I—$42,000 for a total administrative reserve of $416,792.20 or 11% of the contract price. Kyle Twohig	Approve	PRO 2017-0011 ENG 2014080

5.	Three-year Master Contracts for Heavy Equipment Body Repair Services for Fire and Fleet Services with:	Approve All	
	a. Fleet Painting (Spokane, WA) (Primary Contract)—not to exceed $450,000.		OPR 2018-0791 BID 4501-18
	b. Kenworth Sales (Spokane, WA) (Secondary Contract)—not to exceed $50,000.		OPR 2018-0807 BID 4501-18
	Thea Prince		
6.	Interlocal Cooperation Agreement with the City of Spokane Valley for Hearing Examiner services, effective December 31, 2018—$125 per hour revenue.	Approve	OPR 2018-0792
	Brian McGinn		
7.	Recommendation to list Warner House, 2627 South Manito Boulevard, on the Spokane Historic Register.	Approve	OPR 2018-0793
	Megan Duvall		
8.	2018 Community Development Block Grant funding recommendations made by the CHHS Board and Affordable Housing Committee—$2,500,000.	Approve	OPR 2018-0794
	George Dahl		
9.	Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Spokane Arterial Preservation Project - North (Phase 1)—$2,422,422. An administrative reserve of $242,242.20, which is 10% of the contract price, will be set aside, for a total of $2,664,664.20.	Approve	OPR 2018-0795 ENG 2017148
	Dan Buller		
10.	Contract Extension with the East Spokane Business Association to administer and operate the East Sprague PBIA/Business Improvement District from January 1, 2019, through December 31, 2022.	Approve	OPR 2018-0796
	Christopher Green		
11.	Consultant Agreement with Consultant Community Attributes Inc. (Seattle, WA) for the North River Bank Sub-Area Planning Project—$75,000.	Approve	OPR 2018-0797
	Melissa Wittstruck		
12.	Contract with Cerium Networks, Inc. for SmartNet hardware maintenance and software support for Cisco Equipment from January 1, 2019, through December 31, 2019—$215,759.07 (incl. tax).	Approve	OPR 2018-0798 RFP 4500-18
	Michael Sloon		
13.	Contract with Nuvodia, LLC for Business Analysis Professional Services for the Parking System replacement system RFP/Implementation and Special Events process re-engineering from January 1, 2019, through December 31, 2019—$162,147.20 (incl. tax).	Approve	OPR 2018-0799
	Michael Sloon		
14.	Contract with Software House International using Master Agreement No. ADSPO16-130651, WA State Master Contract No. 06016, for purchase and	Approve	OPR 2018-0800

	implementation of SMARSH software from December 20, 2018, through December 19, 2019–$62,801.02 (incl. tax).		
	Michael Sloon		
15.	**Contract with Camtek, Inc. to provide the City Facilities with an upgrade to our secure access control system from December 15, 2018, through June 14, 2019–$80,152.61 (incl. tax).**	**Approve**	**OPR 2018-0801**
	Michael Sloon		
16.	**Grant agreements with Washington State Department of Ecology for building:**	**Approve All**	
	a. CSO Basin 25 Control Facility–$915,905.25.		**OPR 2018-0804 ENG 2017177**
	b. Erie Stormwater Facility–$1,031,477.50.		**OPR 2018-0805 ENG 2015130**
	c. Third Avenue storm sewer from Sherman Street to Arthur Street (Pacific and Perry Infiltration Facility)–$778,021.50.		**OPR 2018-0806 ENG 2016199**
	Mark Papich		
17.	**Extension of Service Maintenance Agreement with Fairfax Imaging, Inc. for possible service and repairs of the payment processing machine (OCR) through implementation of payment processing at Spokane County of utility bill checks and money orders–$16,051.54.**	**Approve**	**OPR 2015-0300**
	Corin Morse		
18.	**WSDOT Utility Agreement preserving City's ability to proceed with a project that would reimburse WSDOT for construction of pipe casing under North Spokane Corridor for future City utilities use–$900,000.**	**Approve**	**OPR 2018-0809**
	Kevin Picanco		
19.	**Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.**	**Approve & Authorize Payment**	**CPR 2018-0002**
20.	**City Council Meeting Minutes: _____, 2018.**	**Approve All**	**CPR 2018-0013**

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)

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.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35720 amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

Forfeiture Fund
FROM: Undesignated Reserves, $30,000;
TO: Confidential Funds, same amount.

(This action increases confidential funds used in police investigations.)
Eric Olsen

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C35721 **Relating to the right to construct, maintain, and operate a railway upon and across streets and alleys in Northeast areas of the City of Spokane, amending a portion of the route and alignment approved in Ordinance A204, and declaring an emergency.**
Louis Meuler

ORD C35722 **Amending Ordinance No. C35678 vacating various right-of-ways in the City of Spokane to facilitate construction of the North Spokane Corridor; and declaring an emergency.**
Louis Meuler

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0105
ENG 201165 **Assessment Segregation for 25th Avenue from Freya Street to One-Half Block East of Rebecca Street. (Lincoln Heights Neighborhood)**
Dan Buller

RES 2018-0106
ENG 2010088
ENG 2013213 **Authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for Combined Sewer Overflow (CSO) Basin 26 Control Facility ($26,509,166) and CSO Basin 33-1 Control Facility ($11,853,948).**
Mark Papich

RES 2018-0107 **Joint Resolution with Spokane County in the matter of authorizing the Airport Board to acquire property located on a portion of Spokane County Assessor Parcel 24063.9041 and 24063.9042, comprising of 5.43 acres of land which is adjacent to Spokane International Airport property.**
Larry Krauter

RES 2018-0108 **Requesting allocation of the $2 million in one-time Safe and Healthy strategic investments to increase affordable housing units, create a rental relocation program, create a program to assist landlords in**

expanding rental opportunities to individuals and families facing homelessness, and to further support the Envision Center HUD program.
Council President Stuckart

RES 2018-0109 Regarding council member appointments to boards and committees (for 2019).
Council President Stuckart

ORD C35697 Reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code. (Deferred from November 12, 2018 Agenda.)
Council Member Burke

ORD C35723 (To be considered under Hearings Item H1.b.)

ORD C35724 (To be considered under Hearings Item H2.b.)

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35725 Relating to Imprest Funds for the Police Department's Investigations (increase from $25,000 to $50,000); amending SMC section 07.03.151 of the Spokane Municipal Code.
Eric Olsen

ORD C35726 Removing criminal penalties for homelessness; repealing sections 10.10.026 and 12.02.1010; and amending sections and 12.02.1002 and 12.06A.040 of the Spokane Municipal Code.
Council Member Kate Burke

ORD C35727 Changing the zone from Office (O) to Office Retail (OR) for property located at (Site A) 6221 and 6215 N. Maple Street, 6222 and 6214 N. Ash Street (Site B) 6221 and 6227 N. Walnut Street, 6222 and 6228 N. Maple Street in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Applicant: Land Use Solutions and Entitlement.)
Donna deBit

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

		RECOMMENDATION
H1. a.	Hearing on the 2019 Assessments and Assessment Roll for the Downtown Spokane Parking and Business Improvement Area.	Hold Hrg. & Then Close Hrg.

ORD C35723

	b. Final Reading Ordinance C35723 approving and confirming the 2019 assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area, prepared under Ordinance C32923 as codified and amended in Chapter 4.31C SMC. **Christopher Green**	**Pass Upon Roll Call Vote**	
H2.	**a. Hearing on the 2019 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area.**	**Hold Hrg. & Then Close Hrg.**	
	b. Final Reading Ordinance C35724 approving and confirming the 2019 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC. **Christopher Green**	**Pass Upon Roll Call Vote**	**ORD C35724**

Motion to Approve Advance Agenda for December 17, 2018
(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.E).

ADJOURNMENT

The December 17, 2018, Regular Legislative Session of the City Council is adjourned to January 7, 2019

Note: The regularly scheduled City Council meetings for Monday, December 24, 2018, and Monday, December 31, 2018, have been canceled. (There are no meetings on Monday, December 24, 2018 and Monday, December 31, 2018, due to the recognized observance of the Christmas and New Year's Day holidays.)

NOTES

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/4/2018
		Clerk's File #	OPR 2018-0790
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	ERIC OLSEN 835-4505	**Project #**	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	**Bid #**	GS-07F-141DA
Agenda Item Type	Purchase w/o Contract	**Requisition #**	DO527000
Agenda Item Name	0680 - AARDVARK SWAT BODY ARMOR		

Agenda Wording

Approval to purchase 26 protective body armor for the SWAT team utilizing GSA contract # GS-07F-141DA with AARDVARK (La Verne, CA).

Summary (Background)

Spokane Police SWAT Officers conduct high risk tactical operations in the City of Spokane. Officers assigned to SWAT have an increased risk of danger and are issued a higher level of body armor that includes increased side, shoulder and groin/upper leg protection. Current vests purchased in 2012 have expired and must be replaced. The cost of 26 new vests with accessories is $81,642.59 including shipping and sales tax.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 81,642.59	**#** 5901-79115-21250-53528-68315
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head		**Study Session**	PSCHC Meeting 12/03/18
Division Director	MEIDL, CRAIG	**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	ODLE, MARI	spdfinance	
For the Mayor	ORMSBY, MICHAEL	cwahl	
Additional Approvals			
Purchasing			

Briefing Paper
(Public Safety & Community Health Committee)

Division & Department:	Spokane Police Department
Subject:	Purchase of SWAT body armor
Date:	12/3/18
Contact (email & phone):	Major Eric Olsen, 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6-year capital improvement plan
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Replacement of 26 pieces of protective body armor for the SWAT team.

Background/History:

Spokane Police SWAT Officers conduct high risk tactical operations in the City of Spokane. Officers assigned to SWAT have an increased risk of danger and are issued a higher level of body armor that includes increased side, shoulder and groin/upper leg protection.

The current SWAT body armor was manufactured in August 2012 and issued to officers in November of 2012. Tactical body armor has a service life of 6 years and the currently issued armor has expired. Current issued armor needs to be replaced.

The identified armor is lighter and more flexible and is a necessary piece of safety equipment for SWAT Officers.

Executive Summary:

- Current vests are expired and in need of replacement
- Cost of 26 new vests along with accessories totals $81,642.59 after tax
- Purchased using GSA contract #GS-07F-141DA

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source: SIP Funds (5901)

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers: None

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	11/28/2018
		Clerk's File #	OPR 2015-0923
		Renews #	2015-0923
Submitting Dept	STREETS	**Cross Ref #**	
Contact Name/Phone	GARY KAESEMEYER 232-8810	**Project #**	
Contact E-Mail	GKAESEMEYER@SPOKANECITY.ORG	**Bid #**	BID #4173-15
Agenda Item Type	Purchase w/o Contract	**Requisition #**	VALUE BLANKET
Agenda Item Name	1100-STREET DEPT PURCHASE OF TRAFFIC SIGNALS, ETC.		

Agenda Wording

Renewal of annual Value Blanket Order for Traffic Signal Standards and Luminaire Standards from Valmont Industries (Valley, NE) - Estimated annual expenditure - $238,045.51 including tax

Summary (Background)

On October 6, 2015 sealed bids were opened to provide the City of Spokane with an annual supply of Signal Standards and Luminaire Standards to be purchased on an "as needed" basis - City Council approved on 11/16/15 (OPR 2015-0923). This bid allows for four (4) one-year renewals - this is the third renewal. When a project has grant funding a separate approval document is used, said document is attached.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 238,045.51	**#** various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	KAESEMEYER, GARY	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 11/26/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	mhalpin	
For the Mayor	ORMSBY, MICHAEL	tprince	
Additional Approvals		gokihara	
Purchasing	PRINCE, THEA	taxes & licenses	

Briefing Paper

REVISED

Division & Department:	Street Department
Subject:	Value Blanket Order Renewal for Traffic Signal Standards and Luminaire Standards
Date:	11/28/2018
Contact (email & phone):	gokihara@spokanecity.org 232-8842
City Council Sponsor:	
Executive Sponsor:	Gary Kaesemeyer
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6 year Street Plan
Strategic Initiative:	
Deadline:	Current Contract expires 12/31/2018
Outcome: (deliverables, delivery duties, milestones to meet)	Provides a streamlined means of ordering signal standards for street projects and maintenance replacements where vehicles damage or knock down signal standards.

Background/History:

This is the third of a 4 year extension of this contract with Valmont Industries.

Executive Summary:

- *Renews the existing request for bids #4173-15 awarded to Valmont Industries as a value blanket contract for one year.*
- *One more year of renewal remain on the contract.*
- *Valmont Industries has been a reliable supplier of this material meeting delivery timelines laid out in the bid.*
- *Allows the ordering of signal standard up to a cumulative amount of ~~$115,725.12~~ $238,045.51 including tax for 2019. The original briefing paper on the consent agenda for the PIES Committee meeting on November 26, 2018 included the wrong total figure of $115,725.12. The correct cost for the projected quantities and cost is $238,045.51 including tax.*
- *Signal Standards are paid for by project dollars or street maintenance dollars already budgeted.*

Budget Impact:

Approved in current year budget? ■ Yes ☐ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ■ No ☐ N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No ☐ N/A
Requires change in current operations/policy? ☐ Yes ■ No ☐ N/A
Specify changes required:
Known challenges/barriers:

Washington State Department of Transportation

Public Interest Finding

(Please limit answers to the spaces provided, attached additional sheets as needed)

Project Information

State/Local Project Number	Project Name	
2015150	Sprague/Sherman Bridge Plaza	
Federal Aid Project Number	NEPA Category	NEPA Clearance Date
Not Assigned	☑ CE ☐ EA ☐ EIS	6-13-2018
Region or Agency	City of Spokane	
Amount	Full Oversight	
22,000	☐ Yes ☑ No	

Public Interest Finding (PIF) Information

Select Type of PIF:	Regulatory Reference
Agency Supplied Materials	23 CFR 635.407

FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding that it is in the public interest to require the contractor to use materials furnished by the agency or for sources designated by the agency. This requirement applies even if the material in question is non-participating. If the agency owns or controls a local natural materials source such as a borrow pit or stockpile of salvaged pavement material, the materials may be designated for either optional or mandatory use. Mandatory use will trigger the need for a PIF, optional use does not require a PIF. If the use of agency furnished manufactured materials is approved the use must be made mandatory. The requirement can also be found in the Local Agency Guidelines Chapter 44.22(g).

Justification or Supporting Information

Goal Statement

The City request to purchase signal standards through an existing contract, provide those signal standards to the Contractor, and be reimbursed for the purchase cost at the intersection of Sherman Street and Sprague Avenue to insure that the project is completed in one construction season.

Description of Work

This project will replace the existing traffic signal at the intersection and convert it from a "Tee" intersection to a conventional 4-way intersection to support a new shared use pedestrian and bicycle crossing a railroad.

Cost Effectiveness Determination

The City of Spokane has a publicly bid purchasing contract for signal standard poles that is valid through 2018. The City purchasing contract contained Title VI language which can be found on page 14 under item "8a" in the attachment titled "Rebid Valmont's for Signals Luminiare".

Schedule Issues

Signal Standards typically take 12 weeks (60 working days) to ship once an order is placed. Subcontractors typically begin the ordering process after they have signed a contract with the Prime, which normally happens at the same time as the precon. The attached schedules shows pole delivery happening in mid November which presents a risk where weather delays could push this project to 2 seasons. Spokane had snow by mid November last year (see attached NOAA data) which caused all projects with lane restrictions to shutdown for the season.

Buy America Compliance

The City of Spokane signal pole purchasing contract contained the WSDOT GSP language for "Buy America" as a required specification and the contract was awarded to a vendor that certified that their products meet the specification. See page 11 under item "HH" in the attached document titled "Rebid Valmont's for Signals Luminaires"

Environmental

N/A

NEPA/SEPA Local Termini and Independent Utility

N/A

Conclusion

The City of Spokane recommends approval of Agency Supplied material to eliminate the risk of the project becoming a two season project by providing the poles to the Contractor during the early stages of construction rather than shutting down for month waiting for poles and gambling on the favorable weather conditions in November.

Approvals

Name	Signature	Date
Gerald Okihara		6/14/2018
Name	Signature	Date
Name	Signature	Date
Name	Signature	Date

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/4/2018
		Clerk's File #	OPR 2017-0076
		Renews #	
Submitting Dept	PUBLIC DEFENDER	Cross Ref #	2017-0075
Contact Name/Phone	KATHY KNOX 835-5972	Project #	
Contact E-Mail	KKNOX@SPOKANECITY.ORG	Bid #	RFP4293-16
Agenda Item Type	Contract Item	Requisition #	2019
Agenda Item Name	0700 - TANGEN		

Agenda Wording

Contract with Larry Tangen - Private Investigator, Chattaroy, WA, for investigative services for the Public Defender's Office. Contract cannot exceed $75,000, including taxes. Contract term is January 1, 2019 through December 31, 2019.

Summary (Background)

Public Defender's Office uses investigative services in the defense of cases for locating, interviewing and subpoenaing witnesses, photographing the incident scene, and testifying at pretrial, if necessary, on behalf of the defense. A competitive Request for Proposal resulted in the receipt of two proposals. Both Pulver Investigations and Larry Tangen were awarded the contract. This is the second year of 4 - one - year extensions.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 75,000.00	# 0700-14100-15930-54105-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KNOX, KATHY	Study Session	UEC 12/10/18
Division Director		Other	
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	llok@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	dcoley@spokanecity.org	
Additional Approvals		rkokot@spokanecity.org	
Purchasing	WAHL, CONNIE	tangenls@aol.com	
		cwahl@spokanecity.org	

City Clerk's No. OPR 2017-0076

City of Spokane

CONTRACT RENEWAL 2 OF 4

Title: LARRY TANGEN
INVESTIGATIVE SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LARRY TANGEN - PRIVATE INVESTIGATOR**, whose mailing address is P.O. Box 113, Chattaroy, Washington, 99003 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS the City of Spokane Public Defender's office requires the services of a private investigator in the defense of its cases from time to time throughout the year;

WHEREAS, the initial contract provided for 4 additional one-year renewal, with this being the 2nd of those renewals.

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

1. CONTRACT DOCUMENTS.
The original Contract, dated January 12, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.
This Contract Renewal shall become effective on January 1, 2019 and shall run through December 31, 2019.

3. COMPENSATION.
The City shall pay a maximum annual cost not to exceed **SEVENTY FIVE THOUSAND, and 00/100 DOLLARS ($75,000.00)**, including taxes, payable at the billable/hourly rate of **SIXTY FIVE AND 00/100 Dollars ($65.00)**, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

LARRY TANGEN - PRIVATE INVESTIGATOR

By L. R. Tgn 11-14-18
Signature Date

LARRY R. TANGEN
Type or Print Name

INVESTIGATOR
Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

18-202

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	11/27/2018
		Clerk's File #	PRO 2017-0011
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	KYLE TWOHIG 625-6152	**Project #**	2014080
Contact E-Mail	KTWOHIGSPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 19905
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - L & L CARGILE, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc. for Sprague Avenue Rebuild Phase I - in the amount of $42,000.00 for a total admininistrative reserve of $416,792.20 or 11% of the contract price.

Summary (Background)

Sprague Avenue Phase I from Helena to Stone, was a 2017 integrated road project. During construction there were three large changes that exhausted the administrative reserve. To cover those changes an additional $78,000.00 of reserve was requested and approved in January 2018. During reconciliation of the final quantities an accounting error in favor of the contractor was found. The contractor also submitted several claims for additional administrative reserve of $42,000.00 or 1% to finalize. (East Central Neighborhood Council.)

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Expense	**$** 42,000.00	**#** 3200 95103 95300 56501 99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	pies 12-10-18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mdoval@spokanecity.org	
Additional Approvals		publicworksaccounting@spokanecity.org	
Purchasing	PRINCE, THEA	htrautman@spokanecity.org	
		kgoodman@spokanecity.org	

Briefing Paper
(PIES Committee)

Division & Department:	Engineering Services
Subject:	Sprague Administrative Reserve Increase
Date:	12/10/18
Contact (email & phone):	Joel Graff, jgraff@spokanecity.org, 625-7757
City Council Sponsor:	CM Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.

Background/History: *Engineering Project #2014080* - Sprague Avenue Phase 1 from Helena to Stone, was a 2017 integrated road project in the East Central neighborhood. During construction there were three large changes that exhausted the administrative reserve. To cover those changes an additional $78,000 of reserve was requested and approved in January 2018.
During reconciliation of the final quantities an accounting error in favor of the contractor was found. The contractor also submitted several claims for additional compensation that were found to be valid. Engineering Services is requesting an additional $42,000 to final the project

Executive Summary:

- *During reconciliation of the final quantities a calculation error of the cost accounting in favor of the contractor was found. The contractor also submitted several claims for additional compensation that were found to be valid*
- *Payments have been issued to date for $4,148,534.98. The authorized budget with administrative reserve is $4,200,714.20*
- *An additional $42,000 is being requested to final the project*

Budget Impact:
Approved in current year budget? ☒ Yes ☐ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A
Requires change in current operations/policy? ☐ Yes ☐ No ☐ N/A
Specify changes required:
Known challenges/barriers:

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0791
		Renews #	
Submitting Dept	FIRE	**Cross Ref #**	OPR 2018-0807
Contact Name/Phone	THEA PRINCE 625-6403	**Project #**	
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	**Bid #**	BID #4501-18
Agenda Item Type	Contract Item	**Requisition #**	MASTER
Agenda Item Name	0440 & 5100 FIRE AND FLEET SERVICES HEAVY EQUIPMENT BODY REPAIR		

Agenda Wording

Approve three (3) year Master Contract with the following two (2) vendors for Heavy Equipment Body Repair Services for Fire and Fleet Services. 1) Fleet Painting (Spokane, Wa) Primary Contract - Not to Exceed $450,000.00 annually. Kenworth Sales - Not to exceed $50,000

Summary (Background)

On 11/12/18 sealed bids were received for Heavy Equipment Body Repair. Two (2) responses were received - two contracts are going to be awarded. A primary master contract with Fleet Painting and a secondary master contract with Kenworth Sales. These contracts will guarantee capacity for the body repair of heavy duty equipment at the Fire Department and Fleet Service as needed.

Fiscal Impact	Grant related? NO Public Works?	**Budget Account**
NO Expense	**$** 500,000.00	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SCHAEFFER, BRIAN	**Study Session**	
Division Director	SCHAEFFER, BRIAN	**Other**	PUBLIC SAFETY 12/3/18
Finance	BUSTOS, KIM	**Distribution List**	
Legal	ODLE, MARI	dstockdill	
For the Mayor	ORMSBY, MICHAEL	sriggs	
Additional Approvals		Fire Accounting	
Purchasing	PRINCE, THEA	Fleet Accounting	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

2) Kenworth Sales (Spokane, WA) Secondary Contract - Not to Exceed $50,000 annually.

Summary (Background)

Miscellaneous pieces of heavy equipment are in both the Fire Department and Fleet Services Department fleets. Many of these pieces of equipment are vital to the efficient running of these two departments.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Safety and Community Health

Division & Department:	Fire Department and Fleet Services
Subject:	Heavy Equipment Body Repair Services
Date:	11/20/18
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health Committee, Public Infrastructure and Environmental Sustainability
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*
Strategic Initiative:	Public Safety and Community Health
Deadline:	January 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Body repair for Fire Department Heavy Apparatus and Fleet Services Heavy Equipment

Background/History:

Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. These contracts will guarantee capacity to have equipment repaired in a timely manner, on an as-needed basis.

Executive Summary:

On 11/12/18 sealed bids were received for Heavy Equipment Body Repair. Two (2) responses were received – two contracts are going to be awarded. A primary master contract with Fleet Painting for a not to exceed amount of $450,000.00 and a secondary master contract with Kenworth Sales for a not to exceed amount of $50,000.00. Both companies are located in Spokane, WA. These contracts will guarantee capacity for as-needed body repair of heavy duty equipment at Fleet Services and heavy apparatus at Fire.

Budget Impact:

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

Annual/Reoccurring expenditure? ☒Yes ☐No ☐N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A

Requires change in current operations/policy? ☐Yes ☒No ☐N/A

Specify changes required: None

Known challenges/barriers: None

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/3/2018
		Clerk's File #	OPR 2018-0807
		Renews #	
Submitting Dept	FIRE	Cross Ref #	OPR 2018-0791
Contact Name/Phone	THEA PRINCE 625-6403	Project #	
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	Bid #	BID #4501-18
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0440 & 5100 FIRE AND FLEET SERVICES HEAVY EQUIPMENT BODY REPAIR		

Agenda Wording

Approve three (3) year Master Contract with the following two (2) vendors for Heavy Equipment Body Repair Services for Fire and Fleet Services. 1) Fleet Painting (Spokane, Wa) Primary Contract - Not to Exceed $450,000.00 annually. Kenworth Sales - Not to exceed $50,000

Summary (Background)

On 11/12/18 sealed bids were received for Heavy Equipment Body Repair. Two (2) responses were received - two contracts are going to be awarded. A primary master contract with Fleet Painting and a secondary master contract with Kenworth Sales. These contracts will guarantee capacity for the body repair of heavy duty equipment at the Fire Department and Fleet Service as needed.

Fiscal Impact	Grant related? NO Public Works?	Budget Account
NO Expense	$ 500,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session	
Division Director	SCHAEFFER, BRIAN	Other	PUBLIC SAFETY 12/3/18
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	dstockdill	
For the Mayor	ORMSBY, MICHAEL	sriggs	
Additional Approvals		Fire Accounting	
Purchasing	PRINCE, THEA	Fleet Accounting	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

2) Kenworth Sales (Spokane, WA) Secondary Contract - Not to Exceed $50,000 annually.

Summary (Background)

Miscellaneous pieces of heavy equipment are in both the Fire Department and Fleet Services Department fleets. Many of these pieces of equipment are vital to the efficient running of these two departments.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Safety and Community Health

Division & Department:	Fire Department and Fleet Services
Subject:	Heavy Equipment Body Repair Services
Date:	11/20/18
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health Committee, Public Infrastructure and Environmental Sustainability
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*
Strategic Initiative:	Public Safety and Community Health
Deadline:	January 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Body repair for Fire Department Heavy Apparatus and Fleet Services Heavy Equipment

Background/History:

Fleet Services and Fire maintain a large inventory of specialized heavy equipment and heavy fire apparatus, respectively. This equipment is vital to the efficient operation of both departments and in the case of Fire, is critical to public safety. Repair of this equipment is highly specialized. These contracts will guarantee capacity to have equipment repaired in a timely manner, on an as-needed basis.

Executive Summary:

On 11/12/18 sealed bids were received for Heavy Equipment Body Repair. Two (2) responses were received – two contracts are going to be awarded. A primary master contract with Fleet Painting for a not to exceed amount of $450,000.00 and a secondary master contract with Kenworth Sales for a not to exceed amount of $50,000.00. Both companies are located in Spokane, WA. These contracts will guarantee capacity for as-needed body repair of heavy duty equipment at Fleet Services and heavy apparatus at Fire.

Budget Impact:

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

Annual/Reoccurring expenditure? ☒Yes ☐No ☐N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A

Requires change in current operations/policy? ☐Yes ☒No ☐N/A

Specify changes required: None

Known challenges/barriers: None

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/16/2014
		Clerk's File #	OPR 2018-0792
		Renews #	
Submitting Dept	HEARING EXAMINER	Cross Ref #	
Contact Name/Phone	BRIAN MCGINN 6010	Project #	
Contact E-Mail	BMCGINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0570, INTERLOCAL WITH CITY OF SPOKANE VALLEY FOR HEARING EXAMINER		

Agenda Wording

Interlocal cooperation Agreement between the City of Spokane Valley and the City of Spokane for Hearing Examiner services.

Summary (Background)

The City of Spokane Valley has requested the City of Spokane's Hearing Examiner to conduct administrative and quasi-judicial hearings. The Hearing Examiner believes that he can hold hearings for the City of Spokane Valley without interfering with his Spokane work load. The City of Spokane Valley agrees to pay for such services at the rate of $125.00 per hour plus reimbursement for travel in accordance with the City's current mileage rate.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Revenue	$ 125.00 hr	# 0570-51500-99999-34149
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	
Division Director		Other	
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	areid@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals		State Auditor	
Purchasing		Mail original to: Susan K. Bullock	
		City of Spokane Valley	
		10210 E Sprague Ave	
		Spokane Valley, WA 99206	

Return to: Office of the City Clerk
808 West Spokane Falls Blvd.
Spokane, Washington 99201

City Clerk's No. _____

INTERLOCAL COOPERATION AGREEMENT BETWEEN

CITY OF SPOKANE AND THE CITY OF SPOKANE VALLEY FOR HEARING EXAMINER SERVICES

This Agreement is between the CITY OF SPOKANE VALLEY, a Washington State municipal corporation, (Spokane Valley), and the CITY OF SPOKANE, a Washington State municipal corporation, (City), jointly referred to hereinafter as the "Parties".

WHEREAS, pursuant to RCW 39.34.080, governmental entities may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane Valley recently cancelled its interlocal agreement with Spokane County for provision of hearing examiner services, effective December 31, 2018. As of January 1, 2019, Spokane Valley will not have a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters within its jurisdictional boundaries; and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for other governmental entities to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest or other reason; and

WHEREAS, the Hearing Examiner is a City employee, serves the City of Spokane in that capacity and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters.

Now, therefore, the Parties agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Spokane Valley to conduct administrative and quasi-judicial hearings. See Scope of Work attached as Exhibit A.

2. COMPENSATION. Spokane Valley agrees to pay the City for hearing examiner services at the rate of $125.00 per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number

of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Spokane Valley when performing services pursuant to this Agreement.

3. PAYMENT. Spokane Valley shall submit payment within 30 days of receipt of invoice for services rendered, payable to the City of Spokane, Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

4. AUTHORIZATION FOR SERVICES. The Spokane Valley City Manager shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.

5. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Spokane Valley. This Agreement is not exclusive and Spokane Valley may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.

6. DURATION. This Agreement is effective upon signature by both Parties and filing as required by law, and shall continue in operation until terminated by one of the Parties. Either Party may terminate this Agreement upon at least 60 days written notice to the other Party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Spokane Valley understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.

7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Spokane Valley. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise his best efforts to render a written decision with findings and conclusions within 30 calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by Spokane Valley.

8. ADMINISTRATIVE SUPPORT. Spokane Valley shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. If the Hearing Examiner uses his own secretary, for secretarial support, secretarial support time will be billed to Spokane Valley at a rate of $30 per hour.

9. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.

10. LEGAL RELATIONS AND INDEMNIFICATION. Spokane Valley shall indemnify, defend and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Spokane Valley, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Spokane Valley.

11. TERMINATION. If the Agreement is terminated, Spokane Valley shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.

12. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.

14. RECORDING. This Agreement shall be recorded with the Spokane County Auditor after its approval by both Parties.

15. CHAPTER 39.34 RCW REQUIRED CLAUSES.

A. Purpose. See Section 1 above.

B. Duration. See Section 6 above.

C. Organization of Separate Entity and Its Powers. See Section 9 above.

D. Responsibilities of the Parties. See provisions above.

E. Agreement to be filed. See Section 14 above.

F. Financing. See Section 2 above.

G. Termination. See Section 11 above.

H. Property upon Termination. No property acquisitions expected.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

Dated this 26 day of November, 2018

CITY OF SPOKANE VALLEY, WASHINGTON

Mark Calhoun

Mark Calhoun, City Manager

Attest:

Christine Bainbridge

Christine Bainbridge, City Clerk

Approved as to form:

Office of the City Attorney

Dated this _____ day of _____

CITY OF SPOKANE, WASHINGTON

By _____

Title _____

Attest:

_____

City Clerk

Approved as to form:

Pat Dalton

Assistant City Attorney

Attachments to this Agreement:
Exhibit A – Scope of Work

18-135

Scope of Work

The Hearing Examiner will conduct all aspects of various types of public hearings for the City on an *ad hoc* basis as needed. The majority of hearings are for decisions on land use applications, including, but not limited to preliminary plats, conditional use permits, variances, appeals on State Environmental Policy Act (SEPA) determinations, planned unit developments, and other similar land use applications. The Hearing Examiner will also conduct any appeals of administrative Code Enforcement violation and dangerous dog determinations. Lastly, the City may request that the Hearing Examiner conduct other types of hearings relating to television franchises or other quasi-judicial matters.

The City anticipates the following scope of work for the Hearing Examiner:

Hearing Examiner Services shall include all time spent by the Hearing Examiner in making site visits, preparing for and conducting public hearings or appeals, reviewing the record and applicable evidence, drafting written decisions and rulings, organizing and mailing decisions or recommendations to appropriate parties, drafting necessary correspondence, and conducting other duties pursuant to chapter 18.20 SVMC as adopted or amended.

Hearing Examiner Services shall also include the time spent by the Hearing Examiner in meeting with City staff to discuss improvements to the City's Hearing Examiner system, if specifically requested by the City Manager or his/her designee, and reporting to and meeting with the City Council and/or Planning Commission as requested by City staff.

The Hearing Examiner shall charge and retain the costs of preparing and certifying records and transcripts for appeals of City Hearing Examiner decisions from the appellant as provided by statute or SVMC.

The Hearing Examiner may consult with City staff on any issue related to the performance of Hearing Examiner Services under the terms of the Agreement.

Hearings shall be held in a location or locations and at such times as designated by the City.

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0793
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	**Cross Ref #**	
Contact Name/Phone	MEGAN 625-6543	**Project #**	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	0470 - WARNER HOUSE SRHP NOMINATION		

Agenda Wording

Recommendation to list the Warner House, 2627 S Manito Boulevard, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 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 Warner House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	DUVALL, MEGAN	**Study Session**	
Division Director	KINDER, DAWN	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	PICCOLO, MIKE	mduvall@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		dkinder@spokanecity.org	
Purchasing			

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Warner House – 2627 South Manito Boulevard

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."

- Completed in 1916; the Warner House 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 Warner House is significant under both categories B and C for the Spokane Register.
- The property is eligible for listing under Category B for its association with William Warner, a prominent railroad agent during the zenith of his career and most-productive period of his life.
- The property is also significant under Category C, architecture, as a fine example of the Craftsman style. It was designed for the Warner family by the Ballard Plannery Company.
- The building's period of significance is from 1916-1956, identified by the construction date until 1956 when Ella Warner died, leaving the house to their only son, James. It was rented out until purchased by the current owners in 1987.
- The Warner House embodies the distinctive characteristics of the Craftsman style as evidenced by the home's prominent horizontal emphasis, low-pitched roof, wide eaves, deep bargeboards, wide horizontal stringcourses, narrow-width horizontal clapboard siding, flared exterior walls, thick porch piers, and an ashlar basalt stone porch wall and foundation.

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 Warner House remains almost completely intact, except for a change to the second floor balcony which was enlarged and a baluster added and a small rear porch that was enclosed; it retains excellent integrity in original location, materials, design, workmanship and association.

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 Spokane Historic Landmarks Commission evaluated the William and Ella Warner House according to the appropriate criteria at a public hearing on 11/28/18 and recommends that the building be listed on the Spokane Register of Historic Places under Categories B and C.

After Recording Return to:
Office of the City Clerk
5th 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:

> *LOT 13 IN BLOCK 32 OF MANITO PARK ADDITION, AS PER PLAT THEREOF RECORDED IN PLATS, PAGE 98. SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.*

Parcel Number 35293.1712, is governed by a Management Agreement between the City of Spokane and the Owner(s), Paul Lee & Deborah Suzanne Markham, *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

Dated: _____

Historic Preservation Officer

Dated:_____

City Clerk No._____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **28th** day of **November 2018**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Paul L. & D. Suzanne Markham** (hereinafter "Owner(s)"), the owner of the property located at **2627 South Manito Boulevard** commonly known as the **William & Ella Warner House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 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.100 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	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**MAYOR**
_____	_____
Megan M.K. Duvall	David A. Condon

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (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 _____ day of _____, 2018.

_____

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2018, 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 _____, 2018.

_____

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.

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201

1. HISTORIC NAME

Historic Name	**WILLIAM & ELLA WARNER HOUSE**
Common Names	Markham House

2. LOCATION

Street & Number	2627 South Manito Boulevard
City, State, Zip Code	Spokane, WA 99203
Parcel Number	35923.1712

3. CLASSIFICATION

Category	**Ownership**	**Status**	**Present Use**	
X building	__public	X occupied	__agricultural	__museum
__site	X private	__work in progress	__commercial	__park
__structure	__both		__educational	__religious
__object	**Public Acquisition**	**Accessible**	__entertainment	X residential
	__in process	X yes, restricted	__government	__scientific
Site	__being considered	__yes, unrestricted	__industrial	__transportation
X original		__no	__military	__other
__ moved				

4. OWNER OF PROPERTY

Name	Paul L. & D. Suzanne Markham
Street & Number	2627 South Manito Boulevard
City, State, Zip Code	Spokane, WA 99203
Telephone Number/E-mail	509-747-6761, markham@fastmail.com

5. *LOCATION OF LEGAL DESCRIPTION*

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number	1116 West Broadway
City, State, Zip Code	Spokane, WA 99201
County	Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title	City of Spokane Historic Landmarks Survey
Date	Federal____ State ____County____ Local ____
Location of Survey Records	Spokane Historic Preservation Office

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification	**Condition**	**Check One**
	X excellent	__unaltered
	___good	X altered
	___fair	
	__deteriorated	**Check One**
	__ruins	X original site
	__unexposed	___moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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.

X B Property is associated with the lives of persons significant in our past.

X C Property embodies the distinctive characteristics of a type, period, or method or 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.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than 1 acre.
Verbal Boundary Description	Manito Park Addition, Lot 13, Block 32.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	Spokane, WA
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	November 28, 2018

13. SIGNATURE(S) OF OWNER(S)

_____

_____

_____

14. FOR OFFICIAL USE ONLY

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

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 **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor—City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

Warner House when it was built in 1916

Warner House in 2018

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1916, the Warner House is a fine example of an Arts & Crafts-era home embellished in the Craftsman style. The property is located in Spokane, Washington in the southwest quadrant of the South Hill, a large area south and uphill from the city's central business district. The Warner House is well-maintained with original designs and architectural elements that define the Craftsman style, including a one-and-one-half-story

house form, low-pitched side gable roof, widely overhanging roof eaves, massive stepped-beam eave brackets, exposed rafter tails, wide bargeboards, narrow-width horizontal wood siding, multi-paned tripartite/casement/double hung windows, and a basalt rock foundation. A favored Craftsman-style feature, a covered and spacious full-width front porch spans a width of more than 29 feet with a depth of nine feet, and is a stylistic out-of-doors extension to the interior living space. The property's interior is distinguished with a spacious living/dining room, prominent built-in furniture (bench seats, bookcases, dining room buffet and hutch, linen closets), and superior quality curly and vertical-grain fir woodwork burnished to a rich, deep brown patina. The Warner House retains a high level of interior and exterior architectural integrity found in original location, design, materials, workmanship, and association.

CURRENT APPEARANCE & CONDITION

Site

The Warner House is sited on Lot 13, Block 32 in the Manito Park Addition. Running east-west, Lot 13 measures 50 feet wide, 142 feet deep, and is located on the northeast corner of South Manito Boulevard and West 27th Avenue.[1] Built on nearly level grade, the Warner House is framed by manicured lawn, various shrubs and bushes, and mature evergreen and deciduous trees (mostly 100-year old maples). Running parallel with a concrete paved sidewalk, a two-foot-high basalt rock retaining wall built in 1987-88 encircles the house at the property's west and south facades. A non-historic double-car garage built in 1993-96 is located behind the house along the property's east border. A wood privacy fence is located along the north border of the property. The neighborhood surrounding the Warner House was developed in the early 1900s to 1950, and is comprised of well-preserved, architecturally prominent residential single-family homes that face Manito Boulevard, a public greenbelt/parking strip that extends south uphill from Manito Park.

House Exterior

The Warner House has a rectangular footprint approximately 30 feet wide and 50 feet deep. The home is distinguished with 1.5 stories, a low-pitched side gable roof with composition shingles, and widely overhanging eaves, exposed rafter tails, and wide bargeboards. Original decorative brackets made of stepped-wood beams articulate roof eaves (additional brackets designed as knee braces were installed in the 1950s-1960s to strengthen eave support). Eave soffits are covered with original painted tongue-in-groove wood paneling. The home's exterior walls are clad with original narrow-width horizontal wood clapboard siding. A horizontal wood water table surrounds the house above a basalt stone ashlar foundation. A full-width covered front porch is built on the west facade of the house at the first floor. A large gabled dormer with a low-pitched roof, widely overhanging eaves, exposed rafter tails, and decorative stepped-beam brackets is centered on the principal roof above the front covered porch. A second identical gabled dormer is centered at the east rear roof slope. A combination of original multi-paned tripartite, casement, and double-hung windows punctuate exterior walls around the house in both symmetrical and asymmetrical patterns.

[1] Public Records. Spokane County Courthouse.

The west facade of the Warner House faces the boulevard's greenbelt/parking strip and the public street located between the greenbelt/parking strip and the Warner property. The north-south public street is called South Manito Boulevard. The west façade of the Warner House features a nearly symmetrical design with a low-pitched side gable roof, large center gabled dormer, a center balcony, and a full-width covered front porch at the first floor. The façade's symmetry is interrupted by a 40-inch-wide front door, which is located at the north end of the west façade, and is protected by the covered porch. The front door is made of vertical-grain fir veneer finished in a rich, dark brown color. The door is articulated with three narrow vertical lights spaced a few inches apart in a symmetrical pattern. Each of the three vertical lights resembles a narrow "T" shape, and are located in the door's upper leaf. Two decorative polished solid-brass strap hinges are anchored to the upper and lower ends of the door at the door's north edge. Although not true working hinges, the strap hinges are a decorative element on the front door. The hardware is made of three narrow horizontal "T" shapes that simulate the three narrow vertical "T"-shaped window lights in the door's upper leaf. A unique polished solid-brass escutcheon plate, door handle, and door knob similar to the design of the strap hinges are located on the south edge of the door, and unlike the strap hinges, constitute a true working fixture. The front door's polished brass hardware elicits strong influence from Prairie School designs (1900-1920s), which are in keeping with the Craftsman tradition. The covered porch roof is an extension of the home's principal roof, the porch deck is made of painted fir planks, and the porch ceiling is covered with tongue-in-groove wood paneling. Square wood porch pillars are anchored to a three-foot-high basalt stone porch wall capped with concrete coping. The porch pillars and porch wall support the roof over the front porch. The square pillars are arranged in two clusters of three-pillars-each at the two outside porch corners. A single pair of pillars is anchored to the stone porch wall between the corner pillars. An arched stone scupper is centered in the west face of the basalt stone porch wall.

A wide tripartite window is located south of the front door, and features a large fixed center glass pane flanked by two multi-paned sidelights, and is capped by a multi-paned transom light. An 18-foot-wide gabled dormer is centered above the front porch. The dormer has a low-pitched gable-front roof, widely overhanging eaves, exposed rafter tails, and large decorative stepped eave brackets. The gable field in the dormer features vertical board-and-batten cladding while the remainder of the dormer is clad with horizontal narrow-width clapboard cladding that matches the cladding used on the exterior faces of the home. An inset balcony is located at the lower edge of the dormer, and is surrounded by a plain wood balustrade. A narrow door is located in the center of the dormer. Four identical original casement windows flank the door to the north and south with two windows on each side of the door.

The south face of the home is highly visible as it fronts west 27th Avenue, and is considered a secondary façade of the property. The south facade is dominated by the property's low-pitched side gable roof, a side-view of the front porch, a continuation of the home's narrow-width horizontal clapboard siding, a horizontal water table above the foundation, and a horizontal stringcourse located between the first and second floors, and another horizontal stringcourse located between the second floor and gable peak. Like

the gable peak in the home's west façade dormer, the gable peak at the south façade's side gable roof is clad with original vertical board-and-batten. A prominent tapered brick chimney rises from grade through the roof eave just west of center at the south façade. The roof eaves measure 3.6 feet deep.[2] Decorative stepped-beam brackets are located under roof eaves. Soffits are original painted tongue-in-groove wood paneling. Wide plain bargeboards with pointed ends distinguish the roof's edge. The foundation of the house is constructed of random range ashlar blocks made of basalt stone.[3] Mortar joints are made of concrete and reveal "rope" mortar designs.[4] Windows are a combination of original multi-pane double-hung, casement, and tripartite designs installed in an asymmetrical pattern.

The north face of the house is also dominated by a low-pitched side gable roof, widely overhanging eaves, decorative stepped-beam eave brackets (with supporting knee brace brackets), wide painted wood bargeboards with pointed ends, tongue-in-groove wood soffits, horizontal stringcourses and water table, basalt stone foundation, and a continuation of the home's horizontal narrow-width clapboard siding. A box bay protrudes from the center of the north face at the first floor. Two original 1916 screened ice-storage "cooler" vents are located on the west end of the box bay (the cooler is accessible from the kitchen). North face windows are original multi-paned combinations of double-hung and casement units installed in an asymmetrical pattern. The north face of the house cannot be easily seen from the public right-of-way due to the home's close proximity to the next adjacent north single-family house.

The east rear face of the Warner House is dominated by a gabled dormer in the center of the roof. The rear dormer matches the dormer at the front west façade of the house, and features a row of three multi-paned casement windows. The gable peak in the dormer is clad in vertical wood board-and-batten, and is separated from the windows by a horizontal stringcourse. Dormer eaves are widely overhanging with exposed rafter tails, decorative stepped-beam brackets, deep bargeboards with pointed ends, narrow-width horizontal wood clapboard siding, and a balconette. The first floor supports a box bay that protrudes two feet, measures 13 feet wide, and has multi-paned casement windows.[5] An enclosed back porch at the northeast corner of the first floor is located north of the box bay. The foundation is made of basalt stone. A basement door is located at the home's southeast corner at the basement level. Concrete steps rise up to grade from the basement door. A painted horizontal wood water table is located above the foundation. The lower edge of the rear east face of the house flares outward, and is part of a continuation of the flared walls that surround the house.

[2] Ballard Plannery Company Architects. Original 1916 House Plans #381. Markham Collection.
[3] Phillips, Steven J. *Old House Dictionary.* NTHP: Preservation Press, 1994.
[4] McCraven, Charles. *Stone Primer.* MA: Storey Publishing, 2007, pp. 120-121.
[5] Spokane County Public Records Assessor Files. Spokane County Courthouse.

House Interior

According to Spokane County Assessor records, the first floor of the Warner House has 1,178 finished square feet of interior space, the second floor has 708 square feet, and the basement has 1,120 square feet of finished interior space.[6]

On the first floor, ceiling heights are 9.3 feet. Walls and ceilings are made of lathe-and-plaster construction. The first floor of the house has a reception hall, living room, dining room, study/den, powder room, service hall, and kitchen. Floors in the reception hall, living room, dining room, and study/den are made of solid white oak planks.[7] The kitchen floor is covered with linoleum, and the powder room floor is covered with ceramic tile. A service hallway just off the kitchen features an original built-in linen closet. The kitchen was remodeled in 1989 with built-in casework (counters, cupboards, cabinets) and a built-in breakfast nook at the east wall with a table and two bench seats (made from the home's original 1916 blueprints and specifications).

The front door at the west façade opens to a small reception hall in the northwest corner of the home's first floor. The reception hall features curly- and vertical-grain fir woodwork finished to a rich, deep brown patina. On the east wall, a staircase has three steps, a landing, and passes through to a kitchen in the northeast corner of the first floor. In the reception hall, the staircase is anchored by a square newel post, turns south, and continues up to the second floor. The newel post features a simple carved geometric design and is capped with a partially inset large, round ball-shaped knob. A built-in bench seat is located in the inside corner next to the staircase. At the reception hall's south wall, a wide entrance flanked by two high, fir-paneled colonnades with a series of plain narrow fir posts separate the reception hall from a large living room. The colonnades are paneled on the side of the reception hall, while in the living room, the colonnades feature built-in bookcases with leaded glass doors. The living room has two focal points: a wide tripartite window on the west wall and a center fireplace on the south wall. The tripartite window has a fixed center "picture window" pane flanked by two vertical multi-paned sidelights and capped by a multi-paned transom light. The center fireplace has a glazed ceramic tile hearth made of mottled red-brown three-inch-square glazed ceramic tiles, and a brick surround with a fireplace frame and mantel made of fir that matches the deep, rich brown-finished fir woodwork in the reception hall and living room. The ceiling in the living room is embellished with boxed-beams finished in a rich brown patina. The living room opens east into a spacious dining room through a wide entrance flanked by a pair of colonnades that are repeat designs of the colonnades that flank the entrance to the living room from the reception hall. The colonnades feature high paneling with square wood posts on the side facing the living room, and built-in cabinets with leaded glass doors on the side facing the dining room. The dining room has three focal points: boxed ceiling beams, a built-in buffet and hutch, and a large wide tripartite window with a fixed center pane flanked by two multi-paned sidelights and a multi-paned transom light on the south wall. The center buffet and hutch is built on the east wall in the dining room, and like all woodwork and built-in furniture in the dining room, is made of dark brown-finished fir. The buffet offers drawers while the hutch

[6] Ibid.
[7] 1916 specifications for the Warner House from Ballard Plannery Company Architects.

located above the buffet has cupboards for china and crystal with glass doors and knobs. A beveled-mirror reflects light from a backsplash between the buffet and hutch. A horizontal plate rail decoratively supported by vertical battens rings the perimeter of the room, and is finished in the same deep brown patina as the remaining woodwork in the dining room and woodwork in the living room and reception hall. A five-paneled original interior door opens from the southeast corner of the dining room to a study/den. The ceiling in the study/den is covered with decorative painted tin. The study/den opens to a back service hall that opens to a powder room and the kitchen. The powder room was remodeled with a glazed ceramic tile floor and new fixtures.

A five-paneled interior door opens from the dining room's north wall into a kitchen located in the northeast corner of the first floor. The kitchen was remodeled from 1987-1993 with built-in cupboards, cabinets, counters, and a duplication of the home's original breakfast nook with a built-in table and twin bench seats as pictured on original 1916 blueprints and specifications from the Ballard Plannery Company Architects.[8] A "California Cooler" is located in the northwest corner of the kitchen, and was installed when the house was built. On the cooler, two wood cabinet doors open to three interior shelves. Two of the shelves have openings with screens that allow air to circulate throughout the cooler. The perimeter wall of the house has two openings to the exterior to allow ice blocks to be set in the cooler—an early refrigeration unit constructed in 1916. A door on the west wall opens to an interior staircase that descends to a finished basement. A door located on the north end of the east wall opens to an enclosed back porch at the northeast corner of the house. The porch door opens outward east to a wood deck behind the house.

The second floor of the Warner House has a central hallway that opens to three bedrooms and a hall bathroom. The bathroom has a hexagonal glazed ceramic tile floor, a porcelain clawfoot bathtub and washbasin, and a large original built-in linen closet with three beveled-mirror closet doors. A small door in the west-wall bedroom opens onto a small balcony at the west façade of house. Except for the bathroom, the floors on the second floor are made of polished fir planks, all interior doors are five-paneled, ceilings are eight feet in height, walls and ceilings are made of lathe-and-plaster, and the woodwork is painted pine. The only unpainted woodwork is fir used for the staircase, which is burnished to a deep, rich brown hue and patina. Storage and closet space is ample with under-eave attic and other areas used for storage, clothes closets, and work areas. A painted built-in window seat is located under a multi-paned double-hung window on the south wall. Lighting includes a combination of original and period-appropriate ceiling fixtures and wall sconces.

An interior staircase from the kitchen's southwest corner descends to a basement finished in 1995-1997. Basement ceilings are 7.5 feet high; walls and ceilings are painted drywall; the floor is covered with a combination of linoleum tiles, glazed ceramic tiles, and wall-to-wall carpet; and the woodwork is high-quality fir finished to a natural color and patina. A built-in bar is located in the northwest corner of the room. A small gas fireplace is attached to the inside center north wall next to a small powder room. An

[8] Markham Collection. Ballard Plannery Company Architects Plan #381, 1916, for the Warner House.

exterior door on the east wall opens to a concrete staircase, which rises to grade at the rear of the house. Ten original horizontally narrow basement hopper windows (each window opens inward from its lower edge) are located on the west, north, and south walls. They are vertically divided into three lights, each with painted pine frames and woodwork.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Original 1916 blueprints from the Ballard Plannery Company Architects reveal the original interior and exterior designs for the entire house. The house in 2018 is remarkably untouched except for a few modifications:

1950s-1960s Wood knee-brace brackets were constructed, painted, and installed along the side gable roof of the house on the north and south faces under the eaves. The knee-brace brackets were made and installed to support the three-foot-plus deep eaves.

1987-93 The roof was repaired and replaced with new composition shingles. Gutters were repaired and/or replaced. The exterior of the house was repaired and repainted. The balcony at the west façade second floor was enlarged and surrounded by a protective balustrade. A center window overlooking the balcony was replaced with a narrow door. While enlarging the balcony, steel reinforcement was installed in the balcony floor and west wall, and tied to the original 1916 decorative stepped-beam brackets under the roof eaves at the west façade. The open porch at the northeast corner at the rear of the house was enclosed. An exterior concrete staircase was installed at the south end of the east rear wall of the house, and descends to a basement door. A metal security door was installed at the base of the stairs, and opens into the basement. A wood deck was built across the east rear of the house. The kitchen was stripped and remodeled with built-in casework, linoleum floor, built-in appliances and sink. The washer and dryer in the original breakfast nook on the east wall were removed, and the original 1916 design for a built-in table and two bench seats was built. The powder room adjacent south of the breakfast nook was remodeled with a new glazed ceramic tile floor and fixtures. A second-floor wall by the northwest corner staircase in the reception hall was removed and the area refinished. The second-floor hall bathroom was remodeled with repairs and rehabilitation. A built-in window seat was installed below a pair of south wall bedroom windows.

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance	***Architecture, Commerce***
Period of Significance	***1916-1956***
Built Date	***1916***
Architects	***Ballard Plannery Company Architects***

SUMMARY STATEMENT

The William and Ella Warner House is eligible for listing on the Spokane Register of Historic Places under Category B in the area of "commerce" for its association with William P. Warner, a leader for 23 years in Spokane railroad management as the division freight and passenger agent for the Chicago Milwaukee & St. Paul Railroad Company.[9] W. P. Warner commissioned the design and construction of the Warner House for himself and his family in 1916, and resided in the house during the zenith of his Spokane career from 1916 to 1935. Additionally significant under Category C in the area of "architecture," the property is a textbook example of the Craftsman style and is a product of the prominent Ballard Plannery Company Architects in Spokane. The property's period of significance is defined by the period in which the William and Ella Warner family owned and resided in the Warner House from when it was built in 1916 to 1956, the year Ella Warner died. The Warner House is well-preserved and reveals a high level of architectural integrity in original location, design, materials, workmanship, and association.

HISTORIC CONTEXT

Early Spokane

Located next to a series of waterfalls on the Spokane River, the small settlement of Spokane was founded in 1873. In the 1880s, abundant gold and silver lodes were discovered in the Coeur d'Alene mining region just east of Spokane. Transportation was needed to haul the extracted gold and silver, which resulted in the establishment of numerous railroad routes that linked Spokane to the Mid-Western and Eastern United States. The Spokane community grew and gained recognition as a center for mining, lumber, agriculture, and rail transport. The city soon became a major Pacific Northwest railroad hub with a large number of passenger and commercial transport trains and tracks owned by various railway companies throughout the country.

As rail transport increased, Spokane's population grew. The city experienced phenomenal population gains from 20,000 in 1890, to over 36,000 by 1900. Ten years later in 1910, the city's population had grown at an unprecedented rate to over 100,000 people. Residential neighborhoods in Spokane were platted, and supporting infrastructure was developed, including such amenities as graded roads, concrete sidewalks, available fresh drinking water, underground sewer systems, street lights, and street trees.

[9] The railroad was colloquially referred to as the "Milwaukee Line" but was at different times named the Chicago Milwaukee & St. Paul Railroad, the Chicago Milwaukee St. Paul & Pacific Railroad, and the Chicago Milwaukee Puget Sound & Pacific Railroad.

Manito Park Addition

Located atop the Manito Plateau on Spokane's South Hill between 14th and 33rd avenues, and between Division Street and Hatch Road, the Manito Park Addition was platted in 1903 before residential development and settlement of the plateau began.[10] At that time, the area was characterized by natural hilly and rocky landscapes with springs and wetland areas, native spotty pine and cedar tree growth, grasses and farmland, and a sprawling multi-acre green space and groomed private parkland called Montrose Park (now called Manito Park). Except for the park, the surrounding Manito Park Addition was undeveloped and had great potential to be one of the finest residential neighborhoods in Spokane.

Prominent Spokane real estate developer and businessman, Jay P. Graves, became interested in the area and saw an opportunity for residential development on the plateau, especially around the park. He purchased acreage in the Manito Park Addition and along with his brother, Spokane attorney Will Graves, formed the Spokane-Washington Improvement Company. The Graves brothers then reorganized and improved the area's existing transportation system—the Spokane & Montrose Street Railway, which transported people to and from downtown Spokane. Recognizing the need for graded roads and infrastructure to be in place before residential plats could be successfully sold, Graves and his associates made a deal with the City of Spokane: Montrose Park and its 92 acres could be the City of Spokane's if city funds and contractors would pay for and install the needed infrastructure, specifically roads and underground fresh water lines. The deal was made and the name of the park was changed to Manito Park. The public park's new name was derived from an Algonquin Indian word that meant "spirit" and "supernatural force that pervade nature."[11]

Today, Manito Park is one of Spokane's most popular and revered public parks, and the Manito Park neighborhood is regarded as a highly coveted residential area.[12] A July 31, 1903 article in the local *Spokane Daily Chronicle* newspaper described future plans for the neighborhood and reported that "two main drives through the Addition will be Grand Street and [South Manito] Boulevard, running parallel with each other north and south…lengthwise through the tract… The boulevard will be 175 feet in width with a 77 foot [groomed] parking strip in the center."[13] In July 1911, the Spokane Parks Department developed landscape planting plans for Manito Boulevard from Manito Place south to nearly West 33rd Avenue. In 1912, the Spokane City Council "adopted landscape plans for the central, 80-foot-wide treescaped, pedestrian-accessible parkway." The landscaped boulevard parkway featured plans for "arched curbs" to "mark the north-south intersections, and ponderosa pines" to "line the central landscape."[14] Influenced by

[10] Spokane County Assessor's Plat Book. Spokane Courthouse, Spokane, WA.
[11] Bamonte, Tony & Suzanne Schaeffer Bamonte. *Manito Park: A Reflection of Spokane's Past.* Spokane: 1998.
[12] Spokane County Tax Assessor records. Spokane County Courthouse.
[13] Bamonte, 1998.
[14] Perrin, Natalie and Chrisanne Beckner and Lynn Mandyke. *National Register Manito Park & Boulevard Historic District, Spokane, WA. 2016.* Dept of Archaeology & Historic Preservation, Olympia, WA.

Olmsted park designs, the plans for the boulevard provided an important community link, connecting the city's public Manito Park to the surrounding neighborhood.[15]

Graves hired Fred Grinnell, a seasoned real estate salesman, to sell property in the Manito Park Addition. Grinnell placed advertisements in fliers and local newspapers, proclaiming that "the Manito residence section is known as one of the most desirable residence sections of the city." He applauded plans for the development of Manito Boulevard, "which is to be the show street of the city."[16] Manito Boulevard, Manito Park, the addition of city-financed infrastructure, and the high plateau site for the Manito Park Addition on Spokane's South Hill lured architects, builders, and prospective homebuyers to the area. Aware of the need for architectural compatibility and land use controls, Jay P. Graves, through his Spokane-Washington Improvement Company, initiated subdivision regulations as "binding covenants" which became a legal part of each property's warranty deed. Initially prepared over a century ago in 1903, the covenants were designed to run in perpetuity with the land. The following covenant conditions were specified on warranty deeds for properties in the Manito Park Addition, including the Warner House:

1. *Any residence built on any lot facing Grand Boulevard, Manito Boulevard, or Manito Park shall not cost less than $5,000.*
2. *All buildings shall be of modern style of architecture.*
3. *No outhouse or barn shall be erected and used as a dwelling before the construction of the main dwelling house.*
4. *No building erected on any of said lots shall be used for business purposes of any kind.*[17]

The covenants were put in place, and architects and builders erected single-family homes from 1903 to the 1950s. Styles ranged from Colonial and Tudor Revival homes to large Arts & Crafts and smaller Craftsman, Prairie, Spanish Eclectic, Minimal Traditional, and vernacular examples. Public schools were built, churches erected, park and landscaping work in Manito Park progressed, and by the 1950s, development and settlement in the Manito Park Addition were complete. Spokane's 90-acre-plus public parkland called Manito Park, the mile-long public treed-and-groomed parking strip called Manito Boulevard, and its parallel paved city street called South Manito Boulevard, have proven to be immensely popular amenities in the Manito Park Addition.

HISTORIC SIGNIFICANCE—Category B
William Prentice Warner (1862-1935)

The Warner House is historically significant for its association with William Prentice Warner and his productive life in Spokane as a railroad leader for 23 years from 1912 to his death in 1935. W. P. Warner was born in England in 1862, immigrated to America in

[15] Although the nationally famous Olmsted Brothers Landscape Architectural firm of Massachusetts did not prepare formal plans for Manito Park, the designs for the park were *influenced* by the Olmsted firm, their 1907 report, and suggestions for Spokane parks along with their work in cities across America.
[16] Bamonte, 1998.
[17] Spokane County Warranty Deeds. Spokane County Courthouse.

1872, and became a naturalized United States citizen. He married Ella Bowers in 1887 in Jackson County, Missouri, and worked as a railroad agent for a steam railroad company. William and his wife, Ella, relocated to Spokane in 1912 from Portland, Oregon and Butte, Montana where William "had the distinction of opening the traffic office in Butte, and the general offices in Portland" for the Chicago Milwaukee & Puget Sound Railroad.[18] "When he came to Spokane…he opened [the rail line's] large downtown offices at Riverside and Wall."[19]

The Warners were first listed in Spokane city directories as residing at 1418 W. Riverside Avenue. On August 23, 1915, they purchased Lot 13 in Block 32 on the northeast corner of South Manito Boulevard and West 27th Avenue in the Manito Park Addition. Seven days later on August 30, William Warner conveyed and warranted the property entirely to his wife, Ella Bowers Warner, as her "sole, separate and individual property…clear of all encumbrances."[20]

The Warners commissioned Ballard Plannery Company Architects in Spokane to design a single-family home. Ballard Plannery Company Architects completed a site plan, blueprints and drawings, and specifications for the Warner House—listed as "Ballard Plannery Company House Plan #381."[21] On April 21, 1916, Spokane building permit #7157 was accepted, and permitted the construction of a "new residence" to cost an estimated $5,000 to be erected at 2627 South Manito Boulevard. The property owner on the permit was listed as "W. P. Warner."[22]

The proposed single-family house was built and finished in 1916. An October 6, 1916 *Spokesman-Review* newspaper article with a black-and-white photograph of the property announced the home's completed construction with the following headline and caption:

Railroad Man's Home in Manito

The home of William P. Warner, assistant general freight agent, Milwaukee railroad, 2627 South Manito Boulevard, [was] completed recently at a cost of $7,000 for [the] house, lot, and garage. The Warners have been in possession of their home about a week. The place has hardwood floors, a large fireplace, and large porches.[23]

William & Ella Warner moved into the house where they raised their only child, James Prentice Warner (1901-1987). In 1930, James (sometimes known as 'Pren') worked as an agent for a lake steamship company. He married Martha Virginia Leigh in 1935, and by 1940, was employed as a trucker and fruit manager. James Prentice Warner died in

[18] "Death Takes W.P. Warner." *Spokesman-Review*, 15 Sept 1935, p.5.
[19] Ibid.
[20] Spokane County Warranty Deed #456296, dated 30 Aug 1915. Spokane County Courthouse.
[21] Ballard Plannery Company Architects 1916 plans for the Warner House, Markham Collection.
[22] City of Spokane Building Permit # 7157, dated April 21, 1916. Spokane City Hall.
[23] "Railroad Man's Home in Manito." *Spokesman-Review*, 6 October 1916.

1987, and left his household possessions and residence, located a few blocks west of the Warner House, to various Spokane charities, including the Union Gospel Mission.[24]

After working in railroads his entire career, William Warner became a leader in the rail transport business in Spokane and the Pacific Northwest. Spokane was a noted northwest railroad hub where at different times at least twenty rail lines were stationed. In 1916 when William Warner had his home built, rail lines with active hubs in Spokane included the Big Bend Transit Company, Canadian Pacific Railroad, Chicago Burlington & Quincy Railroad, Chicago Great Western Railroad, Chicago & Northwest Railway, Idaho & Washington Northern Railroad, Lackawana Line, Merchants Despatch, Minneapolis & St. Louis Railroad, New York Central Lines, Northern Pacific Railway Company, Oregon-Washington Railroad & Navigation Company, Pennsylvania Lines, Rock Island Lines, Southern Pacific Railway Company, Spokane Portland & Seattle Railway, Spokane Traction Company, Spokane Western Power & Traction Company, Spokane & Inland Empire Railroad, and the Spokane & International Railway Company.

William Prentice Warner died in 1935 at age 69. An obituary in the *Spokesman-Review* praised him as the "oldest agent on the Milwaukee [Railroad's] western lines, and probably the oldest agent in the Pacific Northwest…the senior general agent in point of service on *any* railroad in the Pacific Northwest."[25] His wife, Ella Warner, lived in the Warner House until her death in 1956.

William & Ella's son, James Prentice Warner, inherited the Warner House in 1956. He leased it to John Joseph Torpey and his wife, Merle Torpey, for $75 a month with the understanding that Merle would maintain the upkeep of the property while she rented it. John Torpey worked as a mining engineer for the DuPont Company in the Wallace/Kellogg, Idaho area. Merle Torpey was remembered by many children as their "favorite teacher." In her career, Merle taught at different times at Wilson Grade School, Jefferson Grade School (Spokane public schools), and at the Shriner's Hospital for Crippled Children. The Torpeys raised four children in the house: Michael, James, Dan, and Patty.[26]

On November 19, 1987, Paul & Suzanne Markham purchased the Warner House. Paul Markham was employed in Spokane for 25 years as a juvenile parole councilor for the State of Washington. Suzanne worked for various advertising agencies and Hewlett-Packard (Agilent) as a graphic designer. Together, Paul and Suzanne carefully rehabilitated the Warner House from 1987 to 1993 (see Section 7: Modifications). The Markhams have hosted several preservation meetings, events, celebrations, Allegro & Beyond Concerts in Historic Homes, various SPA historic home tours at their property, and continue to practice sensitive stewardship of the historic Warner House.

[24] Markham Collection.
[25] "Deaths Take W.P. Warner." *Spokesman-Review*, 15 Sept 1935, p. 5.
[26] Interview with Dan Torpey, 2018. Markham Collection, Spokane, WA.

ARCHITECTURAL SIGNIFICANCE—Category C

The Warner House is architecturally significant as a fine example of the Craftsman style. The style embraced natural materials such as indigenous basalt field stones, brick, glazed ceramic tile in mottled matte finishes, hand-split wood shingles, narrow-width clapboard siding, coarse to fine stucco, leaded-glass windows, burnished copper and brass, and hand-forged wrought iron. The liberal use of natural woodwork finished and hand-rubbed to a rich luster was paramount for interior treatments and included fir, oak, walnut, mahogany and other woods. Without embellishment or decorative carved surfaces, dark brown- and ebony-finished fir was especially associated with an artificially aged appearance—a popular feature of the Craftsman style.[27]

In addition to natural building materials, the Craftsman style emphasized horizontal prominence. Some of these design applications included architectural forms and features such as one-and-one-half story broad bungalow house forms, low-pitched roofs with widely overhanging eaves that produced deep horizontal shadows across the home's planar wall surfaces, exposed rafter tails, prominent bargeboards (some with pointed ends), numerous horizontal bands and stringcourses that separated siding treatments or junctures between floors, horizontal rows of windows or tripartite windows, solid porch walls (made of wood, stone or brick), flared/battered walls (porch and house), porch supports (pillars, posts, piers), tapered fenestration surrounds, and partial or full-width covered front porches.

The Warner House well-depicts the aforementioned Craftsman style as evidenced by the home's prominent horizontal emphasis, low-pitched roof, wide eaves, deep bargeboards, wide horizontal stringcourses, narrow-width horizontal clapboard siding, flared exterior walls, thick porch piers, and an ashlar basalt stone porch wall and foundation. The home's interior illustrates Craftsman-style aesthetics found in sleek dark brown-colored fir woodwork, boxed beam ceilings, oak floors, numerous built-ins (colonnades, bookcases, buffet and hutch, bench seats, linen closets), and a fireplace with a mottled matte-finish glazed ceramic tile hearth. Noted by the local press in a *Spokesman-Review* newspaper article, the house was constructed for $7,000—a cost that exceeded by 30% the minimum $5,000 construction cost required for homes erected on South Manito Boulevard.

Ballard Plannery Company Architects
W. J. Ballard, Principal Architect (1870-1971)

The Warner House was designed and built by Ballard Plannery Company Architects in 1916. William James Ballard was born in 1870 in Plainfield, Illinois. He was influenced by his father who was a general contractor, and became interested in the design and construction trade. With an interest in architecture, architectural engineering, and building construction, Ballard was first educated in Joliet, Illinois, and then moved to California where he attended the University of California at Berkeley in San Francisco

[27] A popular and desirable element of the Craftsman style was a replication of dark brown and/or ebony-colored wood finishes, which mirrored historic woodwork darkened by decades of grit, grime, smoke, and oil in the 1600s-1800s throughout England and Europe

and the Throop Polytechnic Institute in Pasadena. After his education in architecture was completed, Ballard worked for architect B. B. Bixby in Los Angeles. While in Southern California, Ballard met and married Ina Chamberlin in 1895. They had three children: Laura, Gilbert, and Earl.

Ballard's wife, Ina, was the daughter of Gilbert L. Chamberlin, a professional builder and real estate developer in the Los Angeles area. At the turn of the century, G. L. Chamberlin expanded his business to Spokane where he founded the Chamberlin Real Estate & Improvement Company. W. J. Ballard followed his father-in-law to Spokane, and was employed by the Chamberlin Real Estate & Improvement Company as a building superintendent. In 1903, Ballard returned to California, specifically Pasadena, to hone his architectural skills, reportedly "devoting the greater part of his time to bungalow and cottage construction…the favorite style of building" in the Pasadena area.[28]

In 1905, W. J. and Ina Ballard returned to Spokane where Ballard worked for the Chamberlin Real Estate & Improvement Company as the company architect. W. J. Ballard and builder Gilbert Chamberlin (Ballard's father-in-law) were responsible for many houses throughout Spokane, and developed large residential sections in northwest Spokane, designing and building hundreds of homes.

In 1908, Ballard founded his own architectural firm, called it the Ballard Plannery Company Architects, and leased an office in the Kuhn Building in downtown Spokane. The practice thrived from 1908 to 1925. In 1912, Spokane historian and local *Spokesman-Review* newspaper writer N. W. Durham summarized Ballard and his many accomplishments at that time:

> *He designed and was supervising architect for…a large number of brick buildings, ranging in price from $30,000 to $40,000. However, he makes a specialty of cottage homes and apartment houses, and has designed and built altogether about 400 in Spokane, while evidences of his skill and handiwork are seen in about 600 homes in the Inland Empire.*[29]

Notable projects included the Merriman Block, Empire Hotel, Arden Hotel, and Wilson Apartments among other commercial buildings.[30] In addition to residential designs, Ballard gained notoriety for his plan book entry, "Ballard Barn & Silo."[31] Today several Ballard-designed agricultural buildings can be found throughout Eastern Washington.

In 1920, Ballard became a registered architect in Washington State, and a registered architect in California in 1921. In 1925, the Ballard family moved to the Los Angeles

[28] Durham, N.W. *History of the City of Spokane and Spokane County, Vol. 2.* Spokane: Clarke Publishing Co, 1912, p.604.
[29] Ibid.
[30] "Designer Eyes 100." *Spokane Daily Chronicle,* 27 Oct 1970.
[31] Ballard Plannery Company Architects. *The Modern Bungalow, 1910-11.*

area where W. J. Ballard continued to practice and design more than 400 homes and buildings.[32]

In summary, William Ballard impacted Spokane in the design and construction business. He founded an architectural firm in the city that employed various architects and draftsmen for seventeen years. He designed and built hundreds of homes and commercial buildings, barns, and silos throughout Spokane and Eastern Washington, and was an active member of the Spokane Chamber of Commerce and two philanthropic organizations: the Independent Order of Oddfellows and the Independent Order of Foresters. Ballard's expertise as a successful architect is well-illustrated in the Warner House. As a tribute to his professional accomplishments, William James Ballard was noted for his contributions, which were described as "wide and varied" and which "had a direct result upon Spokane's welfare and improvement."[33]

[32] *Spokane Daily Chronicle*, 27 Oct 1970.
[33] Durham, 1912.

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Photographs of Mrs. Ella Bowers Warner and son James Prentice Warner in 1903, and Mr. William Prentice Warner in circa 1915-1920. James Prentice Williams was the son and only child of Mr. & Mrs. Warner.

***Spokesman-Review,* 15 Sept 1935, page 5**

DEATH TAKES W. P. WARNER

Heart Fails Pioneer Railroad Man After Month's Illness.

W. P. Warner, division freight and passenger agent here for the Milwaukee road for more than 23 years, died yesterday morning at the Sacred Heart hospital of a heart attack culminating a month's illness.

Mr. Warner became ill on July 18 with a severe cold, which developed into a lung congestion, complicated by gall bladder trouble.

He was taken to the hospital Thursday afternoon following a heart attack, and suffered a series of similar attacks Thursday and Friday. He retained consciousness to the end.

Was 69 Years Old.

Mr. Warner, 69 years old, was the oldest general agent on the Milwaukee's western lines and probably the oldest general agent in the Pacific northwest. He was the senior general agent in point of service on any railroad in the Pacific northwest.

As the Milwaukee road was built westward, Mr. Warner had the distinction of opening the traffic office in Butte and the general offices in Portland and, when he came to Spokane in 1912, he opened the large downtown offices at Riverside and Wall.

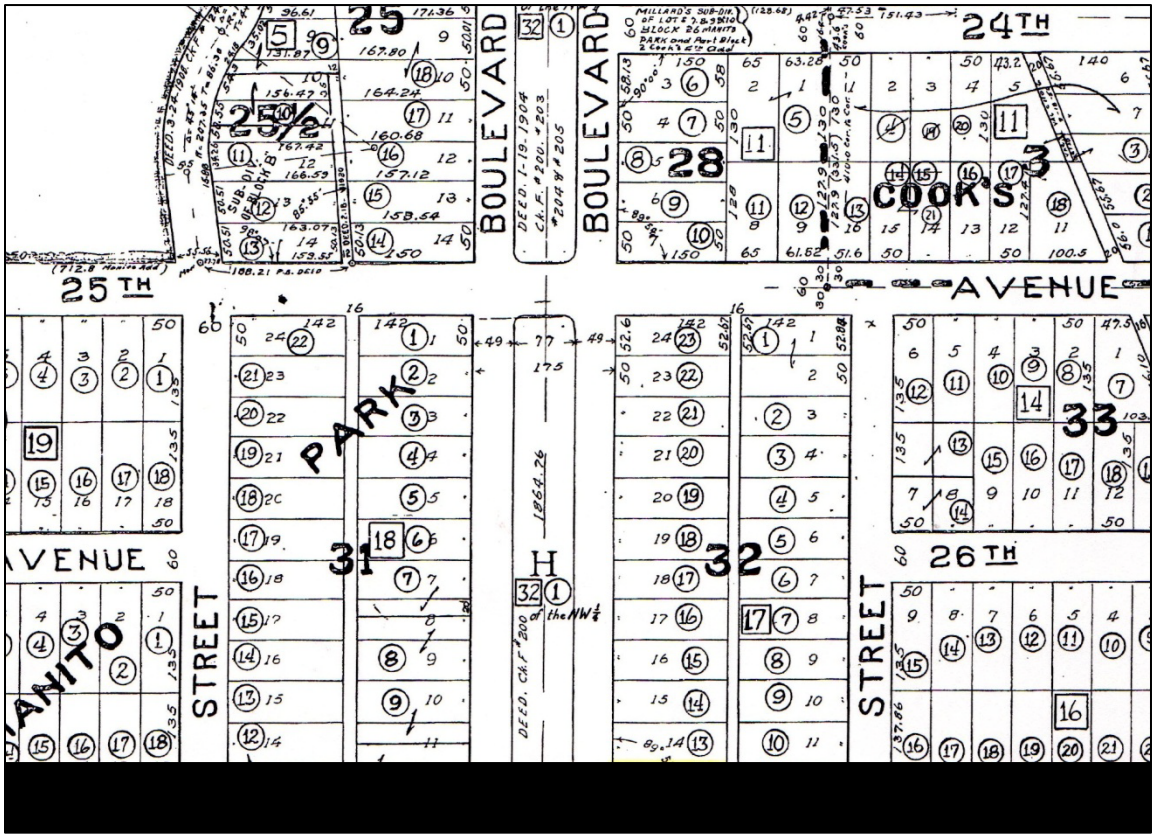
He is survived by his widow and one son, Prentice Warner, at the family home, 2627 Manito boulevard.

Dr. H. A. Van Winkle of Central Christian church will conduct the funeral services from Smith & Co.'s chapel at 1 o'clock Monday afternoon. Interment will be in Riverside Park cemetery.

The list of pallbearers, made up of men working for Mr. Warner on the Milwaukee at the time of his death, includes: A. E. Gist, R. M. Fields, F. W. Watkins, J. C. Paige, J. G. Cain and J. O. McIlyar.

On the list of honorary pallbearers are: H. A. Scandrett, J. P. Gillick, H. E. Pierpont, F. N. Hicks, H. B. Earling, P. T. Wilson, Harry Rowe, G. R. Webster, R. W. Reynolds, W. W. Cutler, C. H. Buford, John P. Gray, Carl Lundgren, W. J. Gamble, W. J. Weisman, Walter Rosenberry, E. B. DeVoe, John Dimeling, T. J. Dodd, T. A. Murphy, George Hardy, H. W. Shields, G. L. Morrison, E. S. McPherson, C. R. Mowery, V. R. Shinkle, F. S. McWilliams and J. L. Campbell.

north

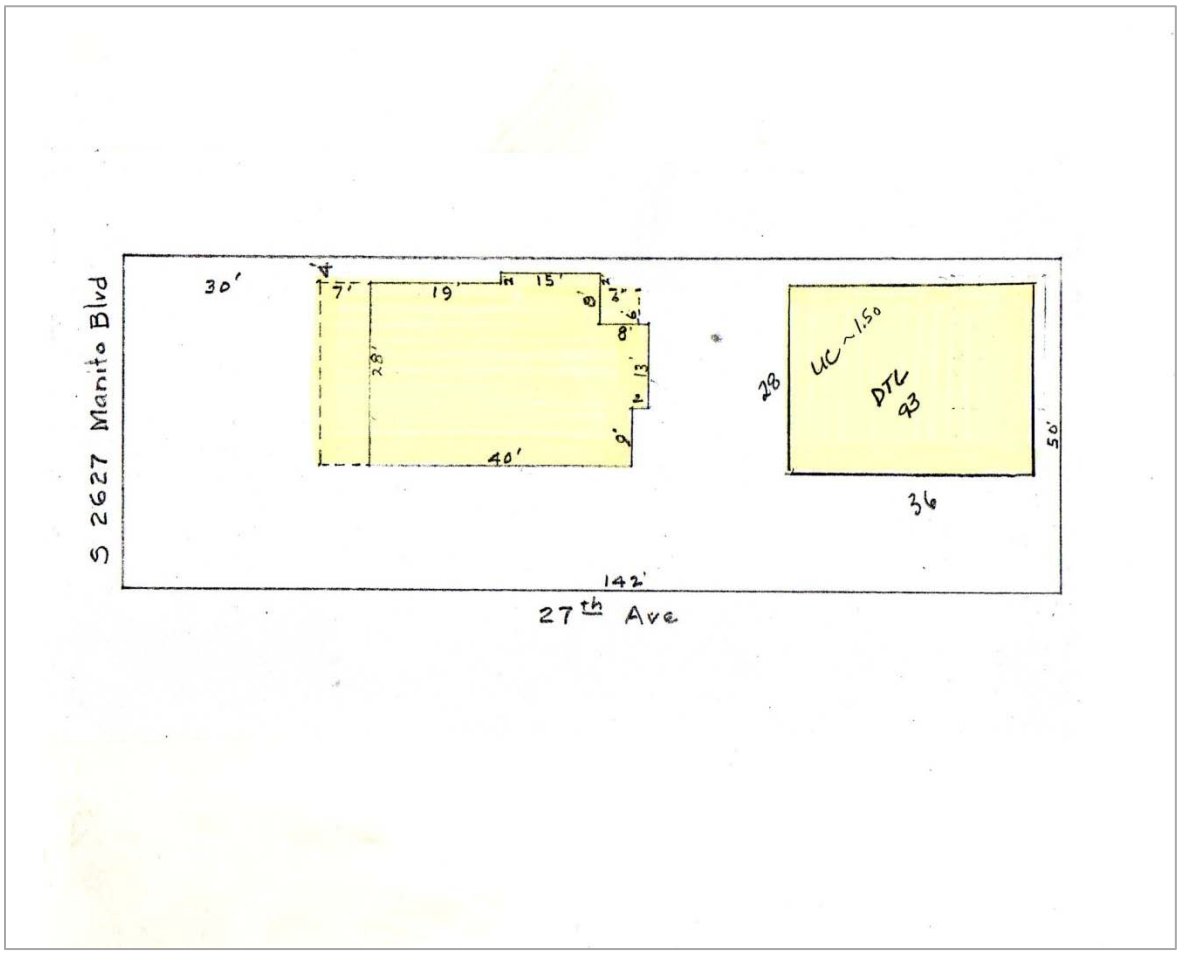


south

<u>Property is highlighted in yellow</u>
for
2627 S. Manito Boulevard
Lot 13, Block 32,

2018 Spokane County Plat Map
Source: Assessor's Office Spokane County

north



2018 Site Plan
2627 S. Manito Boulevard

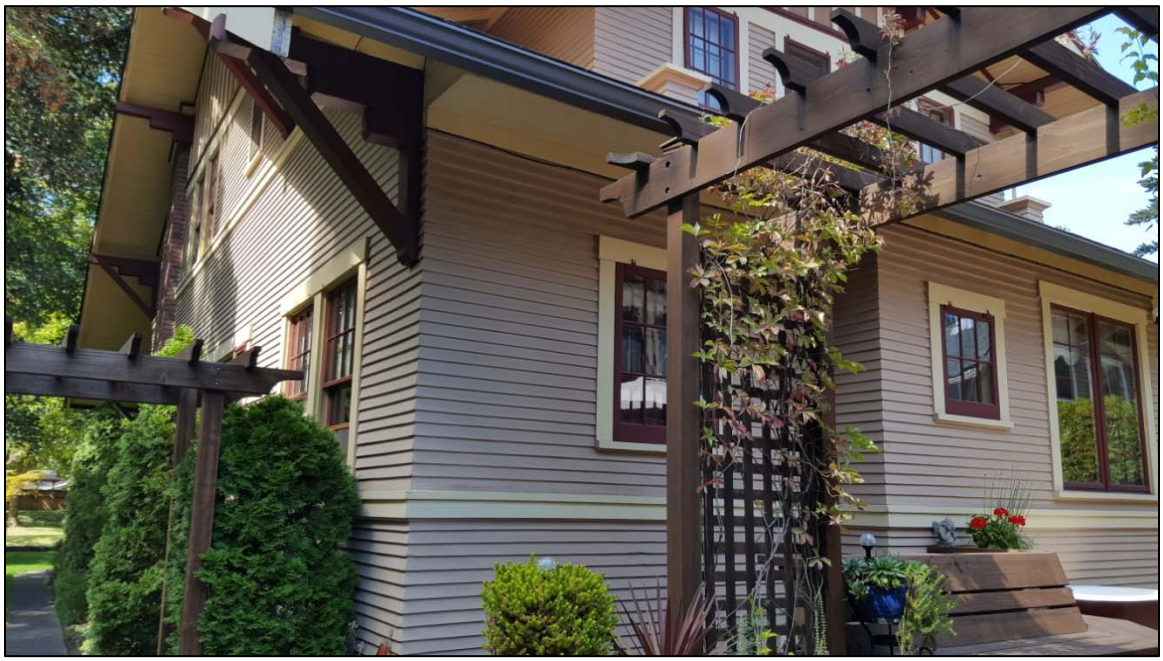
Lot 13, Block 32, Manito Park Addition

Source: Spokane County Assessor's Records

1916 photo of Warner House, looking east

2018 photo of Warner House, looking east

2018 photo of Warner House, looking at southwest facade



2018 photo of Warner House, looking at southeast corner of house

2018 photo of Warner House, looking west at east rear of property

2018 photo of Warner House rear deck, looking northwest

2018 photo of east rear of property, looking south

2018 photos of second-floor balcony at west façade of house—notice original designs and materials, stacked roof eave brackets, and original storm and interior windows.

2018 photo of front door located on the north end of the front porch, west façade of house

2018 photo of front entry, looking southwest

2018 photo of living room, looking northwest through living room to front entry and reception hall

2018 photo of living room, looking north into front reception hall

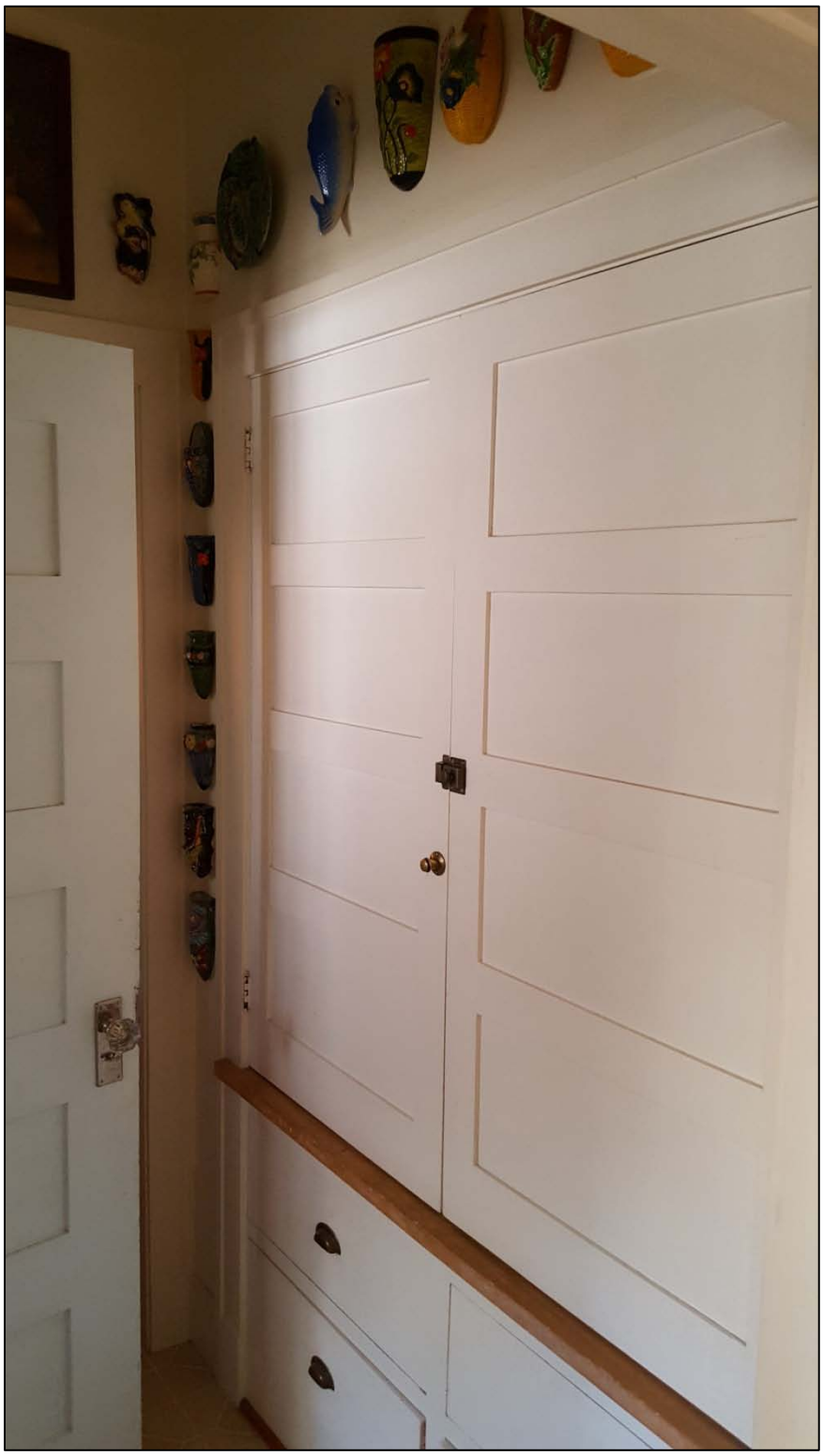
2018 photo of living room window, looking southwest to front porch

2018 photo of dining room, looking southwest through living room

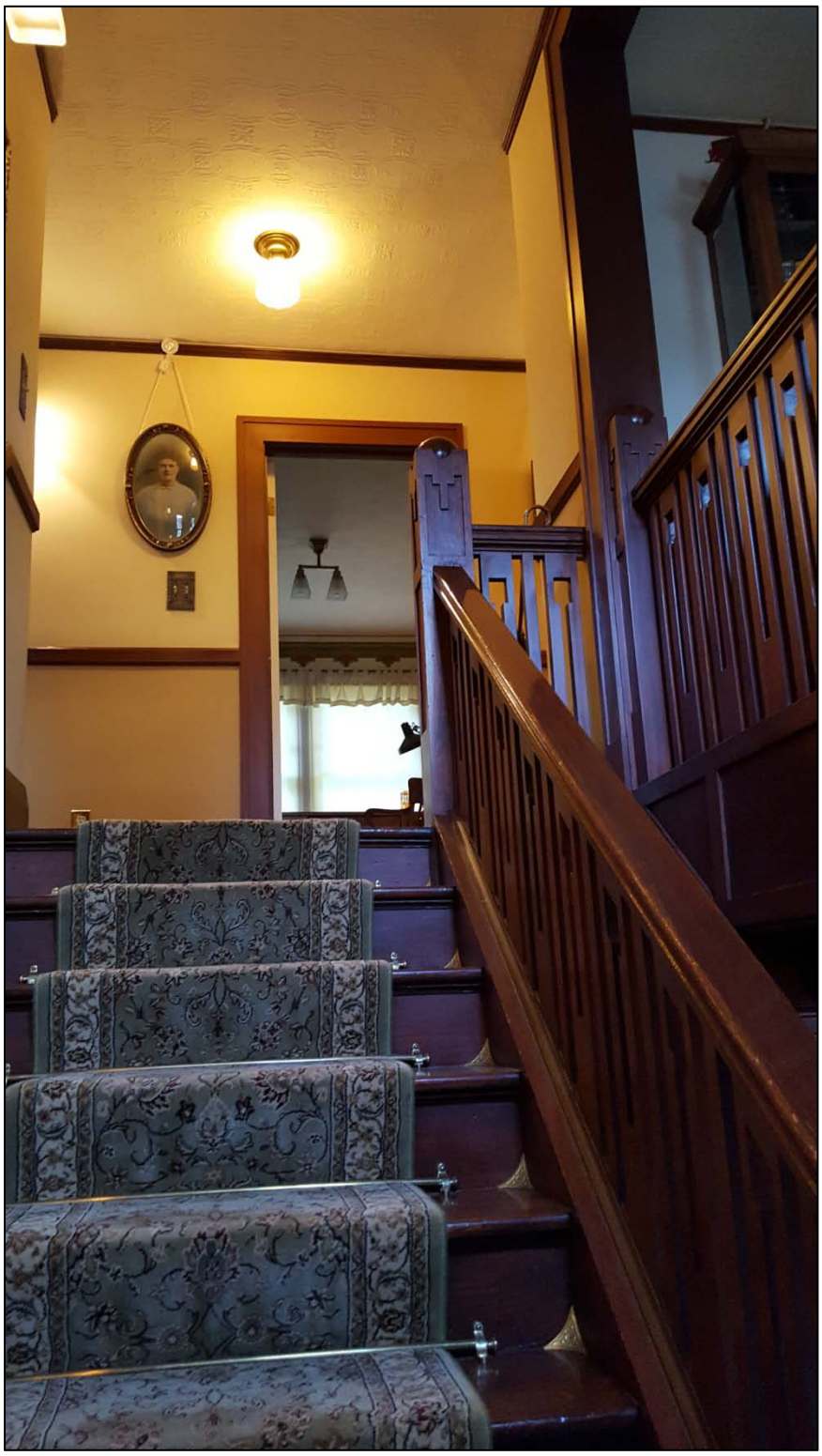
2018 photo of dining room, looking northwest through living room

2018 photo of built-in buffet and hutch in dining room, constructed in 1916

2018 photos of kitchen, looking southeast in top photo, and looking northwest in lower photo



2018 photo of 1916 built-in linen closet in hallway on first floor



2018 photo of stairs from first-floor reception hall to second foor hallway

2018 photo of second floor, looking northwest

2018 photo of hall bathroom on second floor, looking north

2018 photo of 1916 built-in linen closet in second-floor bathroom

2018 photo of center west bedroom on the second floor, looking northwest at Manito Boulevard

2018 photo of second-floor hallway from center west bedroom

2018 photo of finished basement recreation room, looking north

2018 photo of finished basement recreation room, looking west

2018 photo of finished recreation room in basement, looking southwest

2018 photo of finished basement recreation room, looking northwest

2018 photo of basement bathroom

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/4/2018
		Clerk's File #	OPR 2018-0794
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	**Cross Ref #**	RES 2018-0066
Contact Name/Phone	GEORGE DAHL 625-6036	**Project #**	
Contact E-Mail	GDAHL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	1680 - 2018 CDBG CAPITAL NOFA FUNDING RECOMMENDATIONS		

Agenda Wording

CHHS seeks approval of the 2018 Community Development Block Grant (CDBG) funding recommndations made by the CHHS Board and Affordable Housing Committee.

Summary (Background)

The Winter 2018 CDBG Capital Funding RFP offered $2,500,000 CDBG funds for land acquisition, rehabilitation, affordable housing, and public facilities and improvements in excess of $250,000. The Affordable Housing Committee reviewed the 15 applications and the Committee unanimously approved the attached recommendations that fully disburse all RFP funds. Four project alternates are also recommended if a funded project fails or additional CDBG capital funds become available. See Attached.

Fiscal Impact	Grant related? YES Public Works? NO	**Budget Account**
Expense	**$** 2,5000,000	**#** 1690-95808-51010-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	KEENAN, KELLY	**Study Session**	UE 12/10/18
Division Director	KEENAN, KELLY	**Other**	
Finance	STOPHER, SALLY	**Distribution List**	
Legal	RICHMAN, JAMES	gdahl@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	cpfortmiller@spokanecity.org	
Additional Approvals		ptrautman@spokanecity.org	
Purchasing		Kburnett@spokanecity.org	
GRANTS &	BROWN, SKYLER	cbrown@spokanecity.org	
		chhsaccounting@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Neighborhood & Business Services Community, Housing and Human Services Department (CHHS)
Subject:	Community Development Block Grant (CDBG) Capital Funding Recommendations
Date:	December 10, 2018
Author (email & phone):	George Dahl, gdahl@spokanecity.org, 625-6036
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	City of Spokane 2015-2020 Consolidated Plan
Strategic Initiative:	Safe Affordable Housing Choice
Deadline:	December 17, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approve CDBG capital funding recommendations made by the CHHS Board and Affordable Housing Committee

Background/History:

The Winter 2018 CDBG Capital Funding RFP offered $2,500,000 CDBG funds for land acquisition, rehabilitation, affordable housing, and public facilities and improvements in excess of $250,000. Staff held two technical assistance workshops to review the funding notice, discuss the application process, and answer questions. In addition, staff offered applicants one-on-one technical assistance to discuss applications and answer questions.

On November 13, the Affordable Housing Committee discussed each of the 15 funding applications. The Committee unanimously approved the following funding recommendations that fully disburses all RFP funds. The Committee also recommended 4 project alternates if a funded project fail or additional CDBG capital funds become available.

Executive Summary:

The Committee recommends funding the following projects for $2,500,000.

Applicant	$ Requested	$ Recommended	Deliverable
Family Promise	$950,000	$950,000	Purchase 2002 E Mission as family homeless shelter
Habitat for Humanity	$750,000	$750,000	Purchase 7-10 vacant/derelict homes for rehab for low/mod homebuyers
2nd Harvest Food Bank	$750,000	$550,000	Purchase 402 N Perry to expand child & youth nutrition programs
Excelsior Youth Center	$375,000	$250,000	Replace 2 (of 3 requested) failing roofs.
Total Recommended CDBG Funding		**$2,500,000**	All available funds were allocated.

The Committee also recommends funding the following <u>alternate</u> projects for $1,574,275.

1st Alternate – Excelsior Youth Center, Re-roofing	$125,000	Funds sufficient to replace 3rd roof.
2nd Alternate – Proclaim Liberty, Liberty Park Terrace	$699,275	Contribute to interior renovation of 48 affordable rental housing units.
3rd Alternate – Community Frameworks, Sinto Land Acquisition	$750,000	Purchase 5 contiguous lots near North Central High School for planned 40+ unit affordable rental housing development.
4th Alternate – Pioneer Human Services, Carlyle Rehabilitation	$1,212,480	Convert assisted living facility into 74 units of permanent supportive housing.

<u>Budget Impact:</u>

Approved in current year budget? **X Yes** ☐ No

Annual/Reoccurring expenditure? ☐ Yes **X No**

If new, specify funding source:

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

<u>Operations Impact:</u>

Consistent with current operations/policy? **X Yes** ☐ No

Requires change in current operations/policy? ☐ Yes **X No**

Specify changes required:

Known challenges/barriers:

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0795
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2017148
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 19921
Agenda Item Name	0370 - LOW BID AWARD - INLAND ASPHALT COMPANY		

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane Valley, WA) for Spokane Arterial Preservation Project - North (Phase 1) - $2,422,422.00. An administrative reserve of $242,242.20, which is 10% of the contract price, will be set aside.

Summary (Background)

On December 3, 2018, bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of $2,422,422.00, which is $592,941.50 or 19.66% under the Engineer's Estimate; two other bids were received as follows: Shamrock Paving, Inc. - $2,777,777.77; and Poe Asphalt Paving $3,147,688.88. (Various Neighborhood Councils.)

Fiscal Impact	Grant related? YES	**Budget Account**
	Public Works? YES	
Expense	**$** 2,664,664.20	**#** 3200-95128-95300-56501-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 11/26/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kgoodman@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing	WAHL, CONNIE	htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	publicworksacounting@spokanecity.org	

Briefing Paper
PIES

Division & Department:	Engineering Services; Public Works
Subject:	Spokane Street Preservation - North
Date:	November 26, 2018
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	The grind and overlay streets in this project are in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract (to be forwarded to council following bid opening)

Background/History:

- The proposed project is a federally funded grind and overlay project

Executive Summary:

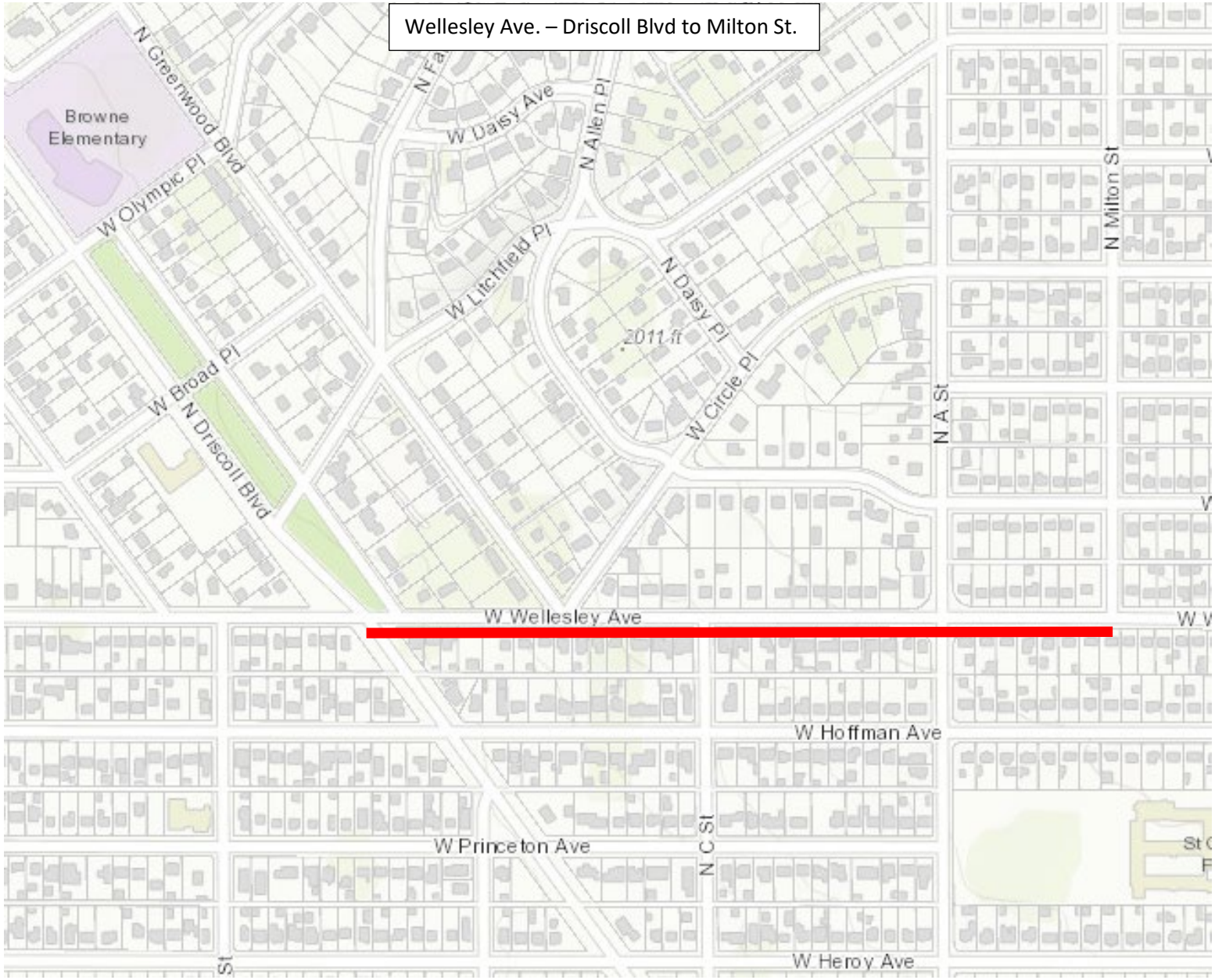
- Streets to be receive the grind & overlay include the following:
  - Wellesley Ave. – Milton St. to Driscoll Blvd.
  - Sprague Ave. – Scott St. to Helena St.
  - Maple/Ash Streets – Rowan Ave. to Cedar Rd.
- The Sprague Ave. portion of this project will be the first part of the project to minimize overlap with the Sprague Ave rebuild project just to the west which is also planned for 2019 construction.
- This project overlays the area between the 2017 Sprague Ave. project and this next summer's Sprague project.
- These streets will remain open during construction.

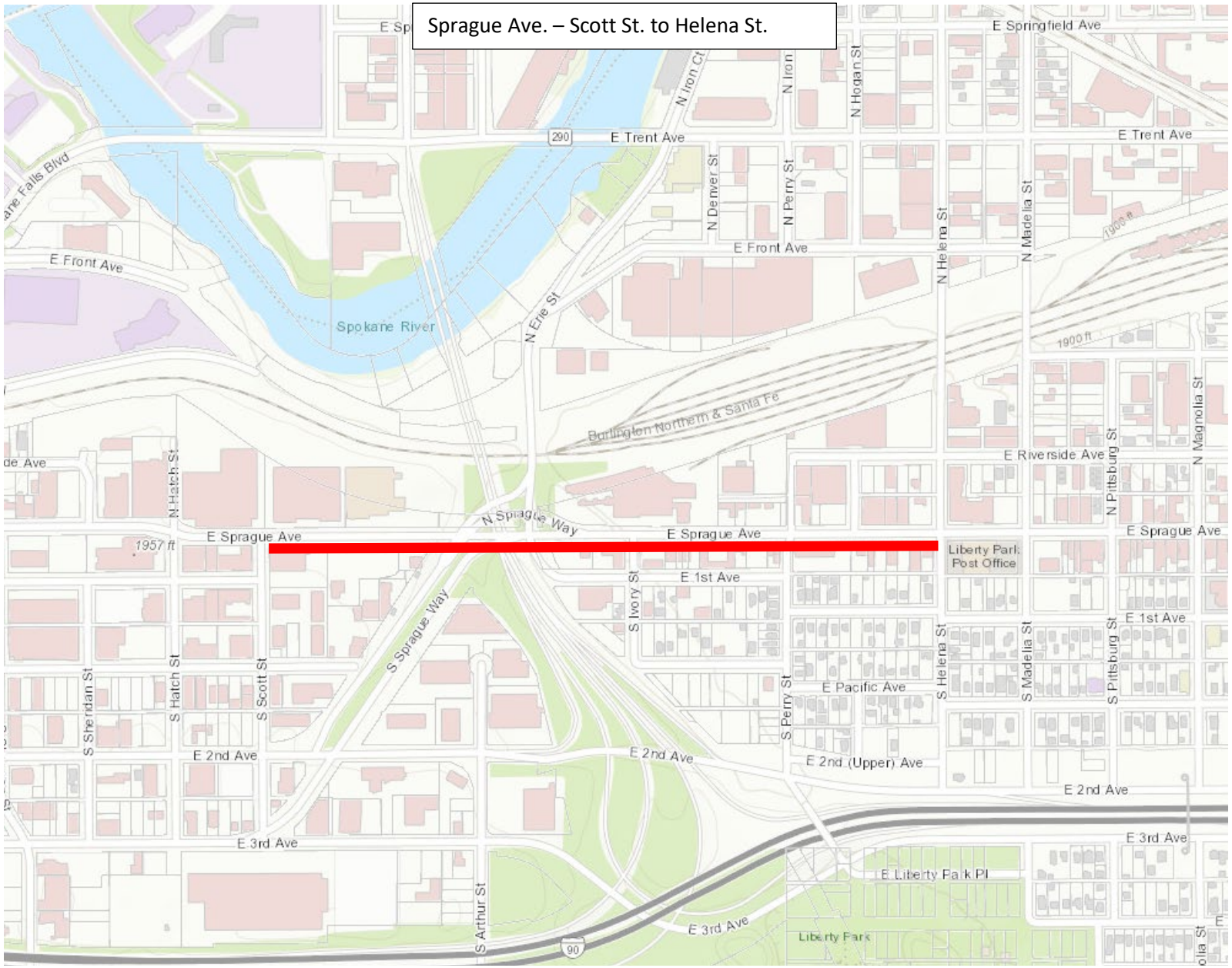
Budget Impact:

Approved in current year budget? ☒Yes ☐No ☐N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:


Wellesley Ave. – Driscoll Blvd to Milton St.
Browne Elementary
N Greenwood Blvd
W Olympic Pl
W Daisy Ave
N Allen Pl
W Litchfield Pl
N Daisy Pl
W Circle Pl
N Milton St
N A St
W Broad Pl
N Driscoll Blvd
W Wellesley Ave
W Hoffman Ave
W Princeton Ave
N C St
W Heroy Ave


Sprague Ave. – Scott St. to Helena St.
E Springfield Ave
E Trent Ave
290
N Iron Ct
N Iron St
N Hogan St
N Denver St
N Perry St
N Helena St
N Madelia St
E Front Ave
Spokane River
N Erie St
Burlington Northern & Santa Fe
E Riverside Ave
N Pittsburg St
N Magnolia St
N Hatch St
N Sprague Way
E Sprague Ave
1957 ft
1900 ft
Liberty Park Post Office
E 1st Ave
S Ivory St
S Sprague Way
S Sheridan St
S Hatch St
S Scott St
S Perry St
E Pacific Ave
S Helena St
S Madelia St
S Pittsburg St
E 2nd Ave
E 2nd (Upper) Ave
E 3rd Ave
S Arthur St
E Liberty Park Pl
Liberty Park
90

Maple-Ash Streets – Rowan Ave. to Cedar St.
N East Bluff
N Austin Rd
W Northridge Ct
2179 ft
N Adams St
N Jefferson St
N Argonaut Rd
W Woodside Pl
W Northstar Ln
N Lynwood St
N Madison St
N Cedar St
N Maple St
2000 ft
W Francis Ave
291
N Walnut St
W Decatur Ave
W Dalke Ave
N Elm St
N Oak St
2065 ft
N Cedar St
W Bismark Ave
N Buffalo St
W Central Ave
N Adams St
N Jefferson St
W Columbia Ave
N Maple St
N Birch Pl
N Ash St
W Joseph Ave
Ridgeview Elementary
W Nebraska Ave
W Rowan Ave

City Of Spokane

Engineering Services Department

* * * Bid Tabulation * * *

Project Number: 2017148

Project Description Spokane Arterial Street Preservation Project - North (Phase 1)

Funding Source Federal

Preparer Rich Proszek

Original Date 4/11/2018 10:25:03 AM

Update Date 12/3/2018 2:17:22 PM

Addendum

Project Number: 2017148			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Street Improvements									
	Tax Classification		Sales tax shall be included in unit prices							
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	* * * * * *	2,000.00	* * * * * *	525.00	* * * * * *	1,000.00	* * * * * *	2,780.00
103	POTHOLING	14 EA	350.00	4,900.00	770.00	10,780.00	300.00	4,200.00	812.00	11,368.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	* * * * * *	15,000.00	* * * * * *	15,350.00	* * * * * *	20,000.00	* * * * * *	84,010.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	500.00	3,000.00	530.00	3,180.00	550.00	3,300.00	555.00	3,330.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	4,000.00	* * * * * *	4,250.00	* * * * * *	4,500.00	* * * * * *	4,450.00
107	TYPE B PROGRESS SCHEDULE	1 LS	* * * * * *	5,000.00	* * * * * *	1,550.00	* * * * * *	5,000.00	* * * * * *	4,800.00
108	MOBILIZATION	1 LS	* * * * * *	250,000.00	* * * * * *	227,899.39	* * * * * *	220,198.47	* * * * * *	286,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	180,000.00	* * * * * *	193,300.00	* * * * * *	160,000.00	* * * * * *	500,000.00
110	SPECIAL SIGNS	535 SF	20.00	10,700.00	12.70	6,794.50	13.00	6,955.00	11.00	5,885.00
111	SEQUENTIAL ARROW SIGN	2400 HR	5.00	12,000.00	2.00	4,800.00	2.00	4,800.00	3.30	7,920.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	3.70	1,480.00	5.00	2,000.00	5.50	2,200.00
113	TYPE III BARRICADE	25 EA	50.00	1,250.00	55.00	1,375.00	30.00	750.00	28.00	700.00
114	CLEARING AND GRUBBING	1 LS	* * * * * *	15,000.00	* * * * * *	14,800.00	* * * * * *	12,500.00	* * * * * *	15,680.00

Project Number: 2017148			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: Street Improvements		Tax Classification: Sales tax shall be included in unit prices							
115	AIR OR HYDRO EVACUATION OF ROOTS	1 EA	500.00	500.00	715.00	715.00	800.00	800.00	750.00	750.00
116	TREE PROTECTION ZONE	7 EA	350.00	2,450.00	200.00	1,400.00	225.00	1,575.00	210.00	1,470.00
117	TREE PRUNING	33 EA	350.00	11,550.00	195.00	6,435.00	200.00	6,600.00	200.00	6,600.00
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	12,000.00	* * * * * *	14,290.00	* * * * * *	16,000.00	* * * * * *	15,120.00
119	REMOVE EXISTING CURB	2157 LF	8.00	17,256.00	10.60	22,864.20	14.00	30,198.00	11.00	23,727.00
120	REMOVE EXISTING CURB AND GUTTER	277 LF	12.00	3,324.00	10.60	2,936.20	14.00	3,878.00	11.00	3,047.00
121	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1493 SY	16.00	23,888.00	10.60	15,825.80	19.00	28,367.00	11.00	16,423.00
122	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	6 EA	500.00	3,000.00	1,220.00	7,320.00	685.00	4,110.00	1,300.00	7,800.00
123	SAWCUTTING CURB	124 EA	45.00	5,580.00	25.00	3,100.00	40.00	4,960.00	24.50	3,038.00
124	SAWCUTTING RIGID PAVEMENT	3069 LFI	1.80	5,524.20	0.80	2,455.20	1.25	3,836.25	0.82	2,516.58
125	SAWCUTTING FLEXIBLE PAVEMENT	151491 LFI	0.80	121,192.80	0.26	39,387.66	0.40	60,596.40	0.30	45,447.30
126	REMOVE AND DISPOSE OF TROLLEY RAILS	200 LF	110.00	22,000.00	18.00	3,600.00	20.00	4,000.00	19.00	3,800.00
127	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	600.00	600.00	750.00	750.00	520.00	520.00	788.00	788.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	62 CY	20.00	1,240.00	21.15	1,311.30	23.00	1,426.00	22.00	1,364.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	62 CY	32.00	1,984.00	34.00	2,108.00	20.00	1,240.00	35.00	2,170.00
130	CONTROLLED DENSITY FILL	40 CY	160.00	6,400.00	180.00	7,200.00	135.00	5,400.00	189.00	7,560.00
131	CSTC FOR SIDEWALK AND DRIVEWAYS	105 CY	90.00	9,450.00	140.00	14,700.00	185.00	19,425.00	492.00	51,660.00
132	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	56369 SY	10.00	563,690.00	9.75	549,597.75	10.25	577,782.25	10.00	563,690.00
133	HMA CL. 1/2 IN. PG 70-28, 4 INCH THICK	3368 SY	18.00	60,624.00	20.00	67,360.00	22.00	74,096.00	20.00	67,360.00

Project Number: 2017148			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: Street Improvements		Tax Classification: Sales tax shall be included in unit prices							
134	HMA FOR APPROACH CL. 1/2 IN. PG 70-28, 2 INCH THICK	3199 SY	20.00	63,980.00	12.50	39,987.50	31.00	99,169.00	22.00	70,378.00
135	HMA FOR APPROACH CL. 1/2 IN. PG 64-28, 4 INCH THICK	604 SY	20.00	12,080.00	25.50	15,402.00	32.00	19,328.00	37.00	22,348.00
136	HMA FOR PRELEVELING CL. 1/2 IN. PG 64-28	680 TO	160.00	108,800.00	100.00	68,000.00	106.00	72,080.00	75.00	51,000.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 2 INCH THICK	999 SY	40.00	39,960.00	14.20	14,185.80	16.00	15,984.00	21.00	20,979.00
138	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	1063 SY	45.00	47,835.00	24.55	26,096.65	32.00	34,016.00	45.00	47,835.00
139	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	2173 SY	60.00	130,380.00	31.00	67,363.00	40.00	86,920.00	63.00	136,899.00
140	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	1996 SY	70.00	139,720.00	42.00	83,832.00	67.00	133,732.00	85.00	169,660.00
141	PAVEMENT REPAIR EXCAVATION INCL. HAUL	6231 SY	30.00	186,930.00	21.30	132,720.30	42.00	261,702.00	9.00	56,079.00
142	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	90 SY	45.00	4,050.00	25.00	2,250.00	55.00	4,950.00	220.00	19,800.00
143	CRACK SEALING 1-INCH to 3-INCH	15000 LF	2.00	30,000.00	1.40	21,000.00	2.00	30,000.00	1.50	22,500.00
144	CRACK SEALING 3-INCH to 6-INCH	1800 LF	12.00	21,600.00	4.20	7,560.00	10.50	18,900.00	4.50	8,100.00
145	PLANING BITUMINOUS PAVEMENT - 2 INCH DEPTH	59449 SY	6.00	356,694.00	2.50	148,622.50	2.00	118,898.00	3.00	178,347.00
146	PLANING BITUMINOUS PAVEMENT - 4 INCH DEPTH	3951 SY	9.00	35,559.00	8.00	31,608.00	6.15	24,298.65	11.00	43,461.00
147	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
148	COMPACTION PRICE ADJUSTMENT	12500 EST	1.00	12,500.00	1.00	12,500.00	1.00	12,500.00	1.00	12,500.00
149	COMMERCIAL CONCRETE	10 CY	220.00	2,200.00	350.00	3,500.00	125.00	1,250.00	345.00	3,450.00
150	CEMENT CONCRETE CURB WALL	46 LF	60.00	2,760.00	79.40	3,652.40	85.00	3,910.00	83.00	3,818.00
151	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	20 LF	75.00	1,500.00	100.00	2,000.00	125.00	2,500.00	104.00	2,080.00

Project Number: 2017148			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	**Schedule Description** Street Improvements		**Tax Classification** Sales tax shall be included in unit prices							
152	MANHOLE TYPE I, BASIC PRICE	1 EA	2,900.00	2,900.00	3,230.00	3,230.00	2,575.00	2,575.00	3,400.00	3,400.00
153	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	5 EA	550.00	2,750.00	800.00	4,000.00	550.00	2,750.00	840.00	4,200.00
154	CATCH BASIN TYPE 1	3 EA	2,300.00	6,900.00	2,800.00	8,400.00	2,750.00	8,250.00	2,950.00	8,850.00
155	CATCH BASIN TYPE 2	1 EA	2,300.00	2,300.00	3,700.00	3,700.00	4,850.00	4,850.00	3,900.00	3,900.00
156	CATCH BASIN TYPE 2 WITH FRAME & DUAL VANED GRATE	1 EA	2,800.00	2,800.00	3,700.00	3,700.00	4,850.00	4,850.00	3,900.00	3,900.00
157	CATCH BASIN TYPE 3	5 EA	2,500.00	12,500.00	2,970.00	14,850.00	2,900.00	14,500.00	3,100.00	15,500.00
158	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	7 EA	800.00	5,600.00	735.00	5,145.00	910.00	6,370.00	775.00	5,425.00
159	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	15 EA	800.00	12,000.00	735.00	11,025.00	910.00	13,650.00	775.00	11,625.00
160	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	9 EA	400.00	3,600.00	750.00	6,750.00	800.00	7,200.00	800.00	7,200.00
161	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	47 EA	400.00	18,800.00	750.00	35,250.00	850.00	39,950.00	800.00	37,600.00
162	VALVE BOX AND COVER	71 EA	300.00	21,300.00	390.00	27,690.00	500.00	35,500.00	425.00	30,175.00
163	CLEANING EXISTING DRAINAGE STRUCTURE	41 EA	350.00	14,350.00	655.00	26,855.00	475.00	19,475.00	700.00	28,700.00
164	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20 CY	90.00	1,800.00	116.00	2,320.00	250.00	5,000.00	120.00	2,400.00
165	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	27.00	540.00	22.00	440.00	40.00	800.00	22.00	440.00
166	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	35.00	700.00	34.00	680.00	40.00	800.00	35.00	700.00
167	IMPORTED BACKFILL	50 CY	35.00	1,750.00	34.00	1,700.00	36.31	1,815.50	35.00	1,750.00
168	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	2,000.00	* * * * * *	700.00	* * * * * *	4,248.00	* * * * * *	700.00

Project Number: 2017148			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Schedule Description					**Tax Classification**				
Schedule 01	Street Improvements					Sales tax shall be included in unit prices				
169	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	350 LF	55.00	19,250.00	65.60	22,960.00	103.00	36,050.00	69.00	24,150.00
170	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	6 EA	400.00	2,400.00	1,060.00	6,360.00	1,070.00	6,420.00	1,110.00	6,660.00
171	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	600.00	1,800.00	850.00	2,550.00	820.00	2,460.00	888.00	2,664.00
172	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	700.00	1,400.00	1,060.00	2,120.00	820.00	1,640.00	1,110.00	2,220.00
173	PLUGGING EXISTING PIPE	4 EA	350.00	1,400.00	1,060.00	4,240.00	230.00	920.00	1,110.00	4,440.00
174	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * * *	750.00	* * * * * *	655.00	* * * * * *	3,500.00	* * * * * *	700.00
175	ESC LEAD	1 LS	* * * * * *	1,700.00	* * * * * *	2,000.00	* * * * * *	1,800.00	* * * * * *	2,780.00
176	INLET PROTECTION	52 EA	80.00	4,160.00	105.00	5,460.00	75.00	3,900.00	58.00	3,016.00
177	TOPSOIL TYPE A, 2 INCH THICK	137 SY	10.50	1,438.50	10.00	1,370.00	10.00	1,370.00	10.00	1,370.00
178	SOD INSTALLATION	137 SY	12.00	1,644.00	12.00	1,644.00	12.00	1,644.00	12.00	1,644.00
179	CURB DROP INLET - MODIFIED	1 EA	250.00	250.00	320.00	320.00	330.00	330.00	335.00	335.00
180	REPLACE LANDSCAPING - PRIDE PREP	1 LS	* * * * * *	2,000.00	* * * * * *	3,175.00	* * * * * *	3,500.00	* * * * * *	3,330.00
181	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	* * * * * *	4,000.00	* * * * * *	20,110.00	* * * * * *	25,000.00	* * * * * *	21,000.00
182	CEMENT CONCRETE CURB	1957 LF	22.00	43,054.00	21.20	41,488.40	22.00	43,054.00	20.00	39,140.00
183	CEMENT CONC. CURB AND GUTTER	652 LF	25.00	16,300.00	26.50	17,278.00	28.00	18,256.00	28.00	18,256.00
184	CEMENT CONCRETE DRIVEWAY	76 SY	56.00	4,256.00	58.20	4,423.20	65.00	4,940.00	62.00	4,712.00
185	CEMENT CONCRETE DRIVEWAY TRANSITION	10 SY	56.00	560.00	58.20	582.00	65.00	650.00	62.00	620.00
186	CHANNELIZING DEVICES	2 EA	250.00	500.00	160.00	320.00	200.00	400.00	165.00	330.00

Project Number: 2017148			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		Poe Asphalt Paving	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: Street Improvements		Tax Classification: Sales tax shall be included in unit prices							
187	MONUMENT FRAME AND COVER	1 EA	400.00	400.00	530.00	530.00	550.00	550.00	1,375.00	1,375.00
188	CEMENT CONC. SIDEWALK	1577 SY	55.00	86,735.00	46.60	73,488.20	47.00	74,119.00	50.00	78,850.00
189	RAMP DETECTABLE WARNING	696 SF	25.00	17,400.00	23.30	16,216.80	24.00	16,704.00	25.00	17,400.00
190	COMMUNICATION CONDUIT SYSTEM 1	1 LS	* * * * * *	9,000.00	* * * * * *	8,890.00	* * * * * *	7,000.00	* * * * * *	9,340.00
191	COMMUNICATION CONDUIT SYSTEM 2	1 LS	* * * * * *	6,000.00	* * * * * *	6,775.00	* * * * * *	9,000.00	* * * * * *	7,110.00
192	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS, MAPLE-ASH	1 LS	* * * * * *	12,000.00	* * * * * *	11,150.00	* * * * * *	11,500.00	* * * * * *	11,710.00
193	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS, WELLESLEY	1 LS	* * * * * *	8,000.00	* * * * * *	7,235.00	* * * * * *	7,500.00	* * * * * *	7,600.00
194	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS, SPRAGUE (EAST)	1 LS	* * * * * *	2,500.00	* * * * * *	2,400.00	* * * * * *	2,500.00	* * * * * *	2,500.00
195	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS, SPRAGUE (WEST)	1 LS	* * * * * *	5,000.00	* * * * * *	6,090.00	* * * * * *	6,500.00	* * * * * *	6,400.00
196	PAVEMENT MARKING - DURABLE HEAT APPLIED	6895 SF	10.00	68,950.00	8.75	60,331.25	8.75	60,331.25	9.20	63,434.00
197	PAVEMENT MARKING - PAINT	625 SF	1.00	625.00	1.00	625.00	1.00	625.00	0.84	525.00
198	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	13 EA	200.00	2,600.00	160.00	2,080.00	160.00	2,080.00	165.00	2,145.00
199	TEMPORARY PAVEMENT MARKING, MAPLE - ASH	1 LS	* * * * * *	1,000.00	* * * * * *	1,800.00	* * * * * *	7,800.00	* * * * * *	8,340.00
200	TEMPORARY PAVEMENT MARKING, SPRAGUE (EAST)	1 LS	* * * * * *	750.00	* * * * * *	800.00	* * * * * *	6,500.00	* * * * * *	2,220.00
201	TEMPORARY PAVEMENT MARKING, SPRAGUE (WEST)	1 LS	* * * * * *	500.00	* * * * * *	800.00	* * * * * *	6,500.00	* * * * * *	2,220.00
	Schedule Totals			3,015,363.50		2,422,422.00		2,777,777.77		3,147,688.88

Project Number ***2017148*** ***Spokane Arterial Street Preservation Project - North (Phase 1)***

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	3,015,363.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,015,363.50
Inland Asphalt Compan	2,422,422.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,422,422.00
Shamrock Paving Inc	2,777,777.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,777,777.77
Poe Asphalt Paving	3,147,688.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,147,688.88

Low Bid Contractor: Inland Asphalt Company

	Contractor's Bid	*Engineer's Estimate*	*% Variance*	
Schedule *01*	$2,422,422.00	$3,015,363.50	19.66	% Under Estimate
Bid Totals	$2,422,422.00	$3,015,363.50	19.66	% Under Estimate

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/3/2018
		Clerk's File #	OPR 2018-0796
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	CHRISTOPHER 625-6194	Project #	
Contact E-Mail	CGREEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 - PBIA ADMINISTRATING & OPERATIONS AGREEMENT FOR EAST		

Agenda Wording

To renew the program management contract for the East Spokane Business Association (ESBA) to administer and operate the East Sprague PBIA/Business Improvement District (BID) for an additional four (4) years.

Summary (Background)

The City and the East Spokane Business Association (ESBA) entered into a contract in September 2017 to administer the East Sprague Business Improvement District (BID), organized as a Parking and Business Improvement Area (PBIA) under Washington law. SMC 4.31C.090 and RCW 35.87A.110 allow the City to contract with an appropriate business association for administering and operating the BID. This is the first of two additional four-year extensions provided for in the original contract agreement with ESBA.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	
Division Director	KINDER, DAWN	Other	Urban Experience
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	cgreen@spokanecity.org	marvoreg.esba@gmail.com
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		dkinder@spokanecity.org	
		htrautman@spokanecity.org	
		laverne@accessunified.net	
		jim@tinrooffurniture.com	

City Clerk's No. OPR 2017-0640

City of Spokane

CONTRACT EXTENSION
1 OF 2

Title: **PBIA ADMINISTRATING AND OPERATIONS AGREEMENT**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **THE EAST SPOKANE BUSINESS ASSOCIATION (ESBA)**, as ("Association"), having its principal place of business at 1420 East Sprague Avenue, Spokane, Washington, 99202 and a mailing address of PO Box 4132, Spokane, WA 99220, hereafter individually as "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein The Association is hereby retained pursuant to SMC 4.31C.090 and RCW 35.87A.110 to administer the PBIA on the City's behalf; and

WHEREAS, the initial agreement provided for two additional four-year extensions, with this being the 1st of those extensions.

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

1. CONTRACT DOCUMENTS.
The Contract, dated September 13, 2017 and September 28, 2017, 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 Extension shall become effective on January 1, 2019.

3. EXTENSION.
The contract documents are hereby extended and shall run through December 31, 2022.

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 Extension by having legally-binding representatives affix their signatures below.

THE EAST SPOKANE BUSINESS ASSOCIATION (ESBA)

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

18-180

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/3/2018
		Clerk's File #	OPR 2018-0797
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	MELISSA 625-6087	Project #	
Contact E-Mail	MWITTSTRUCK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR19919
Agenda Item Name	0650 - NORTH RIVER BANK SUB-AREA PLANNING PROCESS		

Agenda Wording

Consultant Community Attributes Inc (CAI) was selected in a competitive process to work on the North River Bank Sub-Area planning project.

Summary (Background)

The North River Bank sub-area planning process will begin December 2018 and be completed with legislative approval by June 30, 2019. Planning deliverables include a guiding policy document and development standards to implement the sub-area plan. Public participation is a major piece in the accelerated timeline. Deliverables will link to the Downtown Central process, become part of the Comprehensive Plan, and amend SMC development standards for the sub-area.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 75,000	# 0650-30210-58620-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	
Division Director	KINDER, DAWN	Other	Urban Experience
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mwittstruck@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	dkinder@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
Purchasing		aworlock@spokanecity.org	
		kfreibott@spokanecity.org	
		korlob@spokanecity.org	
		sbishop@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The scope of services includes development of a new policy document and new development standards through a public participation process.

Summary (Background)

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
nzollinger@spokanecity.org	
cbrazington@spokanecity.org	

Briefing Paper and Staff Report
Urban Experience Committee

Division & Department:	BDS - Long Range Planning
Subject:	North River Bank Sub-area planning RFP
Date:	October 8, 2018
Contact (email & phone):	mwittstruck@spokanecity.org
City Council Sponsor:	Lori Kinnear *Tentative Ben Stuckart, Candace Mumm*
Executive Sponsor:	Heather Trautman
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	☐ Hearing ■ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan Downtown Plan
Strategic Initiative:	Advance downtown as region's largest and strongest center
Deadline:	Contract to Council tentatively early November. RFP released 9/26; proposals due 10/12; selection due by 10/17.
Outcome: (deliverables, delivery duties, milestones to meet)	The North River Bank sub-area planning process will begin November 2018 and be completed with legislative approval by June 30, 2019. Planning deliverables include a guiding policy document and development standards to implement the sub-area plan. Public participation is a major piece in the accelerated timeline. Deliverables will link to the Downtown Central process, become part of the Comprehensive Plan, and amend SMC development standards for the sub-area.

Background/History:

- *The City adopted the 1982 Riverbank Design Plan and development standards in the North Riverbank Overlay. The 1982 Design Plan was rescinded; development standards remain. Many components of the earlier vision are echoed in the 2008 Downtown Plan Update.*
- *The City's zoning map includes an overlay for the North bank, which includes special standards for building orientation, massing, and height regulations. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.*
- *From a policy and regulatory perspective, the area is impacted by numerous different and partially overlapping boundaries such as the Shoreline Master Program regulations, Downtown Plan and BID boundaries, West Quadrant TIF, and three neighborhood council boundaries making a coherent, overarching development plan difficult and development proposals complex to execute (Wonder Building, Falls Towers etc).*
- *As the Riverfront Park renovation, Kendall Yards, and other major projects continue to draw attention to downtown Spokane, the pressure for higher intensity urban development on the North Bank– both commercial and multi-family residential– highlight the challenges, needs and opportunities.*
- *Current development opportunities, pressure, and potential facilities projects necessitate initiating this sub-area plan before Downtown Central planning gets underway in early 2019, as that process is anticipated to have a longer timeline.*

Executive Summary:

The proposed North Bank sub-area plan will contain a focused and detailed statement of the community's vision for the sub-area, a preferred development scenario that represents the physical expression of that vision, together with an implementation strategy prioritizing new development standards and consisting of recommendations for land use and zoning, along with multimodal connections, open spaces, and economic development strategies. When complete, the new sub-area plan will be adopted and incorporated into the City's Comprehensive Plan and new development standards adopted, amending the Spokane Municipal Code. .
Budget Impact: Approved in current year budget? ■ Yes ☐ No ☐ N/A Annual/Reoccurring expenditure? ☐ Yes ■ No ☐ N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact: Consistent with current operations/policy? ■ Yes ☐ No ☐ N/A Requires change in current operations/policy? ■ Yes ☐ No ☐ N/A Specify changes required: The proposal represents a change to City code. Known challenges/barriers: Accelerated timeline, significant outreach to many groups

Attachment:

City Clerk's No. _____

City of Spokane

CONSULTANT AGREEMENT

Title: NORTH RIVER BANK SUB-AREA PLANNING

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMMUNITY ATTRIBUTES, INC.**, whose address is 500 Union Street, Suite 200, Seattle, Washington, 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **North River Bank Sub-area Planning Services to the City of Spokane**; and*

WHEREAS, the Consultant was selected through an Informal Request for Proposal.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.
The term of this Agreement begins on December 18, 2018 and ends on August 30, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in the Informal Request for Proposal, attached as Exhibit B, and the Negotiated Scope of Services, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress. Work shall be authorized by the City by means of written task assignments associated with specific projects. The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline

of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. CONTRACT DOCUMENTS. This Agreement, City's Informal Request for Proposal, and the Negotiated Scope of Services are the contract documents. In the event of a conflict, this City contract controls.

5. PAYMENT.
Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)**, unless modified by a written amendment to this Agreement.

6. COMPENSATION/PAYMENT.
The Company shall submit its applications for payment to City of Spokane, Planning Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

7. REIMBURSABLES
The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare** (out of town subconsultants only): Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals** (out of town subconsultants only)**:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

F. **Lodging** (out of town subconsultants only)**:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car** (out of town subconsultants only)**:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

8. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

9. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant 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 Consultant 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.

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Planning Services Department City of Spokane 808 West Spokane Falls Boulevard Spokane, Washington 99201	Community Attributes, Inc. 500 Union Street, Suite 200 Seattle, Washington, 98101

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

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

13. INSURANCE.

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

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

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

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

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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 Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

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

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

15. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

22. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by

the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are ***public records*** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time

extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions (“Special Conditions”) which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

COMMUNITY ATTRIBUTES, INC.	**CITY OF SPOKANE**
By 11/30/18 Signature Date	By Signature Date
Chris Mefford Type or Print Name	 Type or Print Name
President & CEO Title	 Title
Attest:	Approved as to form:
 City Clerk	 Assistant City Attorney

Attachments:
Exhibit A – Debarment Certificate
Exhibit B – Informal Request for Proposal
Exhibit C – Negotiated Scope of Services – 11-20-2018

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

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

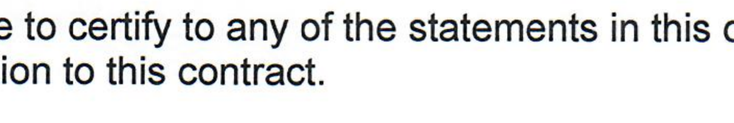
Community Attributes Inc. Name of Subrecipient / Contractor / Consultant (Type or Print)	North River Shore Submarket Plan Program Title (Type or Print)
Chris Mefford Name of Certifying Official (Type or Print) Pres. & CEO Title of Certifying Official (Type or Print)	 Signature 11/30/18 Date (Type or Print)

EXHIBIT B

Exhibit B

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

DESCRIPTION: North River Bank Sub-area Planning

DEPARTMENT: Neighborhood & Planning Services

DUE DATE: October 12, 2018 **no later than** 1:00 p.m. Pacific

1. INTRODUCTION

1.1 PURPOSE

The City of Spokane is soliciting proposals for

Question and Answer Period 9/26/18 - 10/03/18. Issue Addendum to IRFP (if applicable) 10/04/18. Proposals Due: 10/12/18

A qualified Consultant will be retained to work with City staff, elected officials, stakeholders and citizens to prepare the North Bank sub-area vision and plan as a development guide and implementation strategy for the future growth of the area as well as a distinct set of recommended municipal code amendments required to implement the sub-area plan through development standards.

1.2 FUNDING General Fund

The City has budgeted an amount not to exceed $75,000.00 for this project. Any Proposal submitted must be under this amount including all costs and fees to be considered responsive. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.3 PERIOD OF PERFORMANCE

The proposed contract is estimated to begin on November 12, 2018 and run through June 30, 2019.

N/A

Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be extended for _____ additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.

B

CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

Question and Answer Period 9/26/18 - 10/03/18. Issue Addendum to IRFP (if applicable) 10/04/18. Proposals Due: 10/12/18

BACKGROUND AND PURPOSE

The City of Spokane, through the Neighborhood and Planning Services Department (hereinafter "City"), is initiating this Request for Proposals (RFP) to solicit Proposals from Consultants interested in developing a comprehensive sub-area plan and development standards for the North Bank area of the City of Spokane.

The State of Washington requires that jurisdictions planning under the Growth Management Act (GMA) prepare a comprehensive plan describing how the City will grow and develop physically, socially, economically, and environmentally over the next 20 years and how the City will pay for the capital facility expenditures required for such growth. The first Comprehensive Plan that the City planned for under the new rules of the GMA was adopted in 2001. The City's second update began in 2012, and was completed in June, 2017 Shaping Spokane Comprehensive Plan. Amendments to the updated plan, such as this sub-area plan must also meet the requirements of the GMA, both for process and substance.

A qualified Consultant will be retained to work with City staff, elected officials, stakeholders and citizens to prepare the North Bank sub-area vision and plan as a development guide and implementation strategy for the future growth of the area as well as a distinct set of recommended municipal code amendments required to implement the sub-area plan through development standards.

As the Riverfront Park renovation, Kendall Yards, and other major projects continue to draw attention to downtown Spokane, the pressure for higher intensity urban development on the North Bank– both commercial and multi-family residential– will expose the challenges, needs and opportunities that this unique part of the City faces. Several recent and proposed development projects, including the Sportsplex, the Falls towers, the Wonder Building, and the potential relocation of the Joe Albi Stadium to the North Bank as a 5,000 seat facility highlight the area's potential as a major growth center for the City.

The varied challenges that this area faces are typical of an older commercial district undergoing transition and at the same time are unique given the area's relationship to the Spokane River, visual prominence from downtown Spokane, geologic and topographical conditions and potential for legacy environmental concerns. From a policy and regulatory perspective, the area is impacted by numerous different and partially overlapping boundaries such as the Downtown Business Improvement District, the current Downtown Plan, existing Neighborhood Council boundaries, the West Quadrant Tax Increment Finance District, the Kendall Yards PUD Master Plan, the 1982 North Riverbank Design Plan and its overlay district, and the Shoreline jurisdictional boundary, all of which make identifying a coherent overarching development plan difficult. The City's zoning map includes an overlay for the North bank, which includes special standards for building orientation, massing, and height regulations. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

Prior to the adoption of the current Downtown Plan, Fast Forward Spokane in 2008, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum (a public entertainment venue that predated the modern Spokane Arena); all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code.

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Many of the visions in the North Riverbank Plan are echoed in the original 1999 Downtown Plan, the City's Comphrehensive Plan, and the 2008 update to the Downtown Plan—particularly regarding discussion of streetscapes, public open space, pedestrian/bike connections, development opportunities, parking, and district identity. The new sub-area plan and development standards will continue to explore these essential components to the North Bank, identify barriers and opportunites in fully realizing new and re-development potential, review multimodal connections to support that development, and enhance physical connectivity to the Downtown.

2. SCOPE OF SERVICES

Overview:
The proposed North Bank sub-area plan will contain a focused and detailed statement of the community's vision for the sub-area, a preferred development scenario that represents the physical expression of that vision, together with an implementation strategy prioritizing new development standards and consisting of recommendations for land use and zoning, along with multimodal connections, open spaces, and economic development strategies. When complete, the new sub-area plan will be adopted and incorporated into the City's Comprehensive Plan and new development standards adopted, amending the Spokane Municipal Code.

The sub-area planning process should include at a minimum: a deliberative process for engaging public and private entities in the vision and plan development and implementation (consistent with RCW 36.70A et. seq.); a review of existing boundaries affecting the area and delineating an appropriate sub-area boundary; evaluation of existing North River Bank Overlay regulation and a review of friction points between the overlay, physical characteristics of North Bank topography, the Shoreline Master Program regulations, and development proposals/opportunities to inform new development standards; and identify multimodal circulation connections to support existing development, current and future growth, and enhancing connectivity to Downtown. No changes are contemplated in the City's Shoreline Master Program (SMP), shoreline designations, or the accompanying SMP regulations; therefore the future North Bank sub-area plan and development standards must be consistent with the existing SMP.

The selected consultant will develop and provide a detailed work plan to guide and manage the project, following the project goals outlined in this scope and that meets the project deadline for adoption, June 30, 2019. This work plan should be provided to the City with your proposal and include:
1. Evaluate current North River Bank Overlay goals, policy, land use, regulatory structure, circulation, parking, existing development, and current and potential development proposals.
A. Evaluate identified goals and issues in the current Downtown Plan, available information for the 2019 Downtown Central planning process, and the role of the North Bank within Downtown Central planning.
B. Review and evaluate the goals, policies, and regulations of the Spokane Shoreline Master Program (SMP) and ensure proposals for development standards that reduce barriers to new opportunities are consistent with SMP.
2. Review available 2018 Downtown Parking Study findings, proposed parking projects, proposed entertainment uses, residential, office and commercial growth trends and capacity to project future North Bank sub-area parking demand and generate recommendations for multimodal connections.

3. Among other public initiatives, incorporate Public Facilities District, Riverfront Park, Spokane County campus, Spokane Public Schools, Spokane Transit Authority, and City Integrated Capital Management issues, findings, and planning into sub-area plan recommendations and development standards.

4. Review best practices and develop recommendations of similar size cities with similar geographic and topographic conditions, view corridor protections, and development patterns.

5. Development of a new North Bank sub-area plan that creates a new community vision with clear goals and objectives, identifies issues and assets, opportunities and challenges, and organizes land use and zoning in a cohesive structure that protects the shoreline and historic assets and supports new growth and redevelopment. The North Bank sub-area plan will include, but is not limited to, multimodal connections, open spaces, and economic development strategies. The sub-area plan must demonstrate that influence areas and neighborhoods are considered in strategic planning.

6. Draft amendments to the Spokane Municipal Code that will update the North River Bank Overlay regulations, mitigate barriers to development, and implement identified community vision, goals, and objectives in # 5 of this section. Incorporate issues and findings from current and proposed new and redevelopment projects to generate appropriate development standards for the North Bank area. At a minimum, proposed development standards must address addressing height, bulk, massing, building orientation and view corridors and take into consideration shoreline master program regulations, slope and other topographic features in the North Bank sub-area. The proposed development standards will implement the community vision and successfully guide and support new growth and redevelopment. Development standards must be readily accessible and understandable to both the development community and citizens.

7. Public participation is a key element in this proposal and throughout the sub-area planning process. Public participation should focus on a variety of stakeholders, including property and business owners, public agencies, residents, organizations, institutions, business improvement district, and the general population of the City.
As a part of this project, a public participation plan is required that engages and address community interests and concerns. Workshops, community meetings, interviews and design charrettes will be utilized to gain face-to-face, first-hand feedback on all elements. As developed, draft documents and supporting material will demonstrate an iterative process that is reflective, responsive, and incorporates public and agency input, recommendations, and comment. Draft materials will be available and reviewed by city staff, appropriate city commissions, citizens and interest groups, and elected officials, among others.
The City of Spokane will assist the selected consultant in the development and utilization of these public participation elements. To ensure these elements are conducted in an efficient and timely manner, the workplan and public participation plan will be reviewed with city staff and the consultant to ensure the project schedule, assignments, and accountability is optimized with milestone dates and trackable.
Various City staff, such as Planning, Developer Services, Parks, Engineering, and Historic Preservation will be engaged in the process, providing mapping, data, City standards, codes, and policy and will be included in iterative reviews of the draft sub-area plan and draft development standards documents. Plan Commission and Design Review Board will engaged in this iterative process with city staff, with the potential for one or more sessions that include the consultant through video conferencing.
The final proposed draft North Bank sub-area plan and development standards plan will be presented to the BID/Downtown Spokane Partnership, City Design Review Board, and Plan Commission and City Council for adoption; the consultants' presence at one or more of these meetings may be requested and conducted via video conferencing . The timing for this final report is determined by the approval and adoption schedule at outset of the project, and may be fine-tuned during the course of the project. The process must be designed to increase the public's knowledge of the issues that are present in the North Bank sub-area and provide a vehicle for eliciting public input for solutions to these issues. Ultimately, the goal of the project is to gain public and partner support and make it more likely that implementation of the Plan elements and development standards will occur.
The consultant will provide a public participation plan, consistent with RCW 36.70A and SMC requirements, which includes:
1. Education on the North Bank sub-area plan and development standards, including the identified purpose and goals of the new sub-area plan.
2. Stakeholder interviews, group meetings, charrettes, and interviews with key stakeholder groups.
3. Online surveys and blogs including visual feedback, preferences, and development scenarios.
4. Surveys to gauge the public's reaction to the process and adjust the planning process as necessary.
5. Methodology for adjusting the plan in accordance with feedback from public participation portion listed above.

After contract award, the consultant shall attend, at a minimum, the following meetings, one or more of which may be conducted by video conferencing:
1. Initial meeting with City staff to present an outline of the proposal for the sub-area planning and development standards.
2. Meet with city staff on a consistent basis throughout the development of the plan.
3. Present a maximum of two drafts of the sub-area plan and development standards to the Plan Commission and Design Review Board for review and comment.
4. Preparation, with staff, of formal presentations of the final sub-area plan and development standards targeted to the BID/Downtown Spokane Partnership, the Design Review Board, the Plan Commission, and the City Council.

The consultant shall provide these deliverables for legislative approval and adoption to City at the conclusion of the project:

1. A new North Bank sub-area plan including vision, goals, objectives, and strategies as identified above with recommended North Bank sub-area boundaries delineated and applied, with recommended land use and zoning types including rationale;
2. Proposed development standards updates amending the SMC including, but not limited to, height, bulk, massing, building orientation and view corridors, and refinement of floor area ratio (FAR) for the North Bank sub-area.
3. Identified multimodal connections to Downtown and supporting new and redevelopment growth.
4. Recommendations for incentives to support desired future development.
5. A preliminary feasibility analysis of proposed new development regulations.
6. Electronic versions of all documents, including graphic elements, in both PDF and editable native format (i.e. Word, InDesign) and GIS shapefiles.

Upon selection and contracting, the Consultant will be provided with the following City documents and materials, thereby lowering the cost of the project proposal:
1. GIS layered maps with North Bank Overlay, shoreline designations, and various organizational boundaries affecting development, uses, and interests, land use, zoning, parking, transportation, and current & known potential development projects;
2. Electronic copies of relevant current and historical plans, including comprehensive plan and shoreline master program;
3. The Current 6-Year Capital Improvement Program .

Note: Additional project information can be found here: https://my.spokanecity.org/projects/north-bank-sub-area-plan

MINIMUM QUALIFICATIONS

The following are minimum qualifications that the Consultant must meet in order for their proposal submittal to be eligible for evaluation. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

The Consultant must have a minimum of 5 years of experience developing plans and development standards for urban centers and Downtowns that are comparable to Spokane in population, market and draw area, amenities, transportation infrastructure, growth trends, and other significant characteristics, with desired emphasis in planning urban centers with river frontage such as Spokane's unique river gorge and proximity to the City's incredible urban and regional asset, Riverfront Park.

The prospective Consultant shall provide at least 2 relevant examples of previous urban center and Downtown plans that are comparable to Spokane in population, market, amenities, transportation infrastructure, growth trends, and other significant characteristics for the City to review regarding previous experience in this area.

The Consultant, if located outside of the Spokane area, must provide a proposal for how they will attend or participate in required public engagement events.

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3. GENERAL INFORMATION

3.1 IRFP COORDINATOR

The IRFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this IRFP shall be with the IRFP Coordinator, as follows:

Name	Melissa Wittstruck
Department	Neighborhood & Planning Services, City of Spokane
Phone Number	509-625-6087
E-Mail Address	mwittstruck@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City.

3.2 SUBMISSION OF PROPOSALS

A. PROPOSALS MAY BE SUBMITTED BY HAND, MAIL OR E-MAIL.

B. If mailing or hand delivering, place one copy of the Proposal in a sealed envelope. On the front of the envelope, place the following information:
PROPOSAL TITLE
DUE: DUE DATE
PROPOOSER'S NAME

C. Mail, hand-deliver or e-mail one copy of the Proposal, as follows:
City of Spokane
Attn. Melissa Wittstruck
Neighborhood & Planning Services, City of Spokane
509-625-6087
mwittstruck@spokanecity.org

3.3 ACCEPTANCE PERIOD

Proposals shall remain in effect for a minimum of thirty (30) days from the due date for receipt of Proposals for acceptance by the City.

3.4 RESPONSIVENESS

Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.5 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, conduct of a presentation, or any other activities related to responding to this IRFP.

3.6 EVALUATION PROCEDURE

Responsive Proposals will be evaluated based on the requirements stated in this solicitation. The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose Proposal best meets the requirements of this IRFP. The City, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The IRFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's Proposal.

3.7 ACCEPTANCE / REJECTION OF PROPOSALS

Contract award, if made, will be to the Proposer submitting the most favorable Proposal. The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract from this IRFP.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper. Include the Letter of Submittal, Technical and Management Proposal, Cost Proposal and other information as requested in this solicitation.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. The Letter of Submittal should include the following information about the Consultant.

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.

2. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.).

3. Acknowledgement that the Consultant will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL AND MANAGEMENT PROPOSAL

The Proposal shall contain a comprehensive description of services including the following elements:

1. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Consultant's proposed approach and methodology for the project.

2. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project. Convey sufficient detail to show the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

3. PROJECT MANAGEMENT

   - PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - Provide a description of the proposed project team structure. Include who within the firm will have prime responsibility and final authority for the work.

   - STAFF QUALIFICATIONS / EXPERIENCE – Identify staff who will be assigned to the potential contract, indicating their responsibilities and qualifications, and include the amount of time each will be assigned to the project. The Consultant shall commit that staff identified in its Proposal will actually perform the assigned work.

4. EXPERIENCE OF THE CONSULTANT - Indicate the experience the Consultant has in the area of the proposed contract work.

5. REFERENCES - List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant shall grant permission to the City to contact the references. Do not include current City staff as references. The City may evaluate references at the City's discretion.

4.4 COST PROPOSAL.

The fee shall include all costs required to perform the services necessary to accomplish the objectives of the contract. Identify all costs including expenses to be charged for performing the services. List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

4.5 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been made. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the IRFP Coordinator.

4.6 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or pay for by the City is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

5. CONTRACT TERMS

5.1 CITY OF SPOKANE BUSINESS REGISTRATION.

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. The Consultant 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 Consultant 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.

5.2 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 the contract.

5.3 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 Contractor 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 Contractor.

5.4 INSURANCE COVERAGE

During the term of the contract, the Consultant shall maintain in force at its own expense, each insurance coverage noted below:

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

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

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Exhibit C

City of Spokane North Bank Subarea Plan

Negotiated Scope of Services 11-20-2018

WORK PLAN

Task 1. Project Management

1.1 Biweekly Project Check-ins

CAI's Project Manager will schedule and complete biweekly check-in phone calls with the client's project manager. Calls are intended to address immediate issues in coordinating current tasks. Additional, informal check-ins are welcome and may be scheduled on an ad hoc basis.

1.2 Monthly Invoicing and Progress Reports

CAI will prepare and provide progress reports to accompany monthly invoices, to track progress against the contract scope of work, as well as ongoing tasks and immediate next steps.

1.3 Project Web Site

CAI will collaborate with City staff to design and provide materials for a project web site, hosted by the City. The site will be used to post interim work products, promote project related events, and solicit feedback throughout the project.

Meetings: Bi-weekly project check-ins
Deliverables: Monthly invoices and progress reports; web site materials (**D1**)
Schedule: December 2018 - June 2019

Task 2. Discovery and Vision Survey

2.1 Review Background Documents

CAI and MAKERS will coordinate with City staff to review background documents for context for the North Bank Subarea Plan.

2.2 Develop Templates

CAI will develop a style guide and report template to ensure consistent branding of work products for the North Bank Subarea Plan. Drafts will be provided for discussion at the project kickoff meeting (M1 – Task

2.3A) and CAI will revise the draft in accordance with feedback received at the kickoff.

2.3 Orientation Visit

CAI and MAKERS will travel to Spokane for an intensive orientation. This visit will introduce the consultant and client teams, orient the consultant team to the North Bank Subarea and relevant challenges and opportunities, and establish key priorities for planning and design. Subtasks include:

*2.3.A Kickoff Meeting (**M1**)*

CAI and MAKERS will meet with the client for a kickoff meeting. The agenda items for the kickoff will include a review the project scope and schedule; roles for the consultant team and the client; project outcomes; draft templates to establish a project brand; topics for inclusion in the visioning survey (**D1** – Task 2.4).

2.3.B Site Tour

CAI and MAKERS will complete, with assistance from the client, a tour of the North Bank subarea, designed to highlight key development sites, local assets and anchors, and other place-based opportunities and challenges.

2.3.C Orientation Interviews

CAI and MAKERS will undertake up to four (4) in-person orientation interviews to understand the planning, design and development dynamics for the North Bank. CAI will coordinate with the client to identify and schedule interviews with the appropriate stakeholders during the orientation visit.

2.4 Vision Survey

CAI and MAKERS will prepare, for client distribution, a survey (**D2**) for the public and key stakeholders to provide input on a vision for the North Bank. Feedback from the survey will be used to establish and test vision concepts during the charrette in Task 4. CAI and MAKERS will collaborate with City staff to design and implement the survey.

Meetings: Orientation Visit/Kickoff (**M1**)
Deliverables: Visioning Survey (**D2**)
Schedule: December 2018 - January 2019

Task 3. Regulatory Review and Market Assessment

3.1 Regulatory Review

MAKERS will complete a review of regulatory frameworks and development regulations to establish an understanding of currently-permitted development patterns.

3.1.A Plan Integration

MAKERS will review and, in cooperation with CAI, summarize the goals and implications of applicable planning frameworks in the North Bank Subarea. The analysis will include identification of areas of overlap and conflict. The current North Bank Overlay, Downtown Plan, Downtown Parking Study, Shoreline Master Plan and Comprehensive Plan will be reviewed. Findings will be included in 3.1.D.

3.1.B Development Code Review

MAKERS will review the Spokane Development Code and prepare a summary of the pertinent development regulations for zoning districts that are present in and apply to the North Bank. Findings will be included in 3.1.D.

3.1.C Case Studies and Best Practices

MAKERS will compile up to three (3) brief case studies and develop recommendations of similar size cities with similar geographic and topographic conditions, view corridor protections, and development patterns.

3.1.D Regulatory Review Report

MAKERS will prepare and submit a summary of findings from the regulatory review in a brief report (**D3**), which is intended to serve as a chapter in the final North Bank Subarea Plan. Revisions to **D3** will be completed for inclusion in the final Subarea Plan.

3.2 Market Assessment

CAI will compile demographic, economic and real estate market data that are relevant to planning for the North Bank area and to establish primary opportunities and challenges for the subarea. CAI will leverage prior work completed by and for the City, as appropriate.

CAI will prepare and submit a summary of findings from the market assessment in a brief report (**D4**), which is intended to serve as a chapter in the final North Bank Subarea Plan. Revisions to **D4** will be completed for inclusion in the final Subarea Plan.

Meetings: CAI and MAKERS will facilitate a meeting by conference call or videoconference with City staff to review findings from Task 3 (**M2**)
Deliverable(s): Regulatory Review Report (**D3**); Market Assessment Report (**D4**)
Schedule: January - February 2019

Task 4. Visioning and Scenario Planning

4.1 Charrette Design and Planning

CAI and MAKERS will collaborate with the client in planning charrette logistics and establish a charrette schedule and invitation list for break-out sessions focused on specific stakeholder interests, multimodal connections, open spaces, influence areas and other critical topics. The charrette and other public participation events will be designed for consistency with GMA and SMC requirements.

CAI and MAKERS will prepare base maps, agendas, illustrations and other materials as necessary to successfully execute the charrette. We will review preliminary drafts with City staff. City staff will make arrangements for the use of facilities to meet charrette needs, distribute invitations and track RSVPs.

4.2 Charrette Execution - Visioning and Development Concepts

The charrette (**M3**) is a two-day intensive planning and design session that may incorporate workshop-style focus groups, internal team work sessions, client briefings, community intercept activities and community open house meetings. CAI and MAKERS will travel to Spokane to facilitate the charrette, as designed in task 4.1. The charrette will produce initial development concepts and other critical information for the creation of a preferred development scenario and action plan, with a summary of charrette findings produced and delivered as part of Task 4.4.

4.3 Produce Massing Model and Summary Illustrations

CAI and MAKERS will produce a 3D massing model and other illustrations, as appropriate, to depict development concepts emerging from the charrette. Illustrations will be used in 4.4 to solicit feedback on critical design features and to inform planning assumptions around housing types, business mix, public space concepts, transportation investments and other elements of the Subarea Plan.

4.4 Preferred Scenario Report Development

Based on feedback collected through Task 4, CAI and MAKERS will further develop the preferred development scenario for the North Bank, as outlined at the end of the charrette. CAI and MAKERS will update

models and illustrations to represent the preferred scenario. Charrette findings and feedback from other outreach activities, initial development concepts from the charrette, criteria for the development of a preferred scenario, and illustrations of the preferred scenario with development metrics will be summarized in a report (**D5**), which is intended to serve as a chapter in the final North Bank Subarea Plan.

Meetings: Charrette (**M3**)
Deliverables: Vision and Development Scenarios Summary Report (**D5**);
Schedule: February - March 2019

Task 5. Draft and Final Subarea Plans

5.1 Action Plan Development

CAI and Makers will evaluate the preferred scenario against known development regulations and identified challenges to redevelopment to generate a strategic action plan (**D6**) for implementation of the vision. Elements to the action plan will include goals and objectives for implementation; amendments to the Spokane Municipal Code; development incentives, and details for management and collaboration.

5.2 Draft and Final Subarea Plans

The draft and final plans will bring together all elements produced in prior tasks. The final plan will be visually compelling and complete with regulatory and implementation actions required to achieve plan goals.

Meetings: Review draft action plan (**M4**) by conference call or videoconference
Deliverables: Strategic Action Plan (D6); Draft and Final Subarea plans (D7)
Schedule: March - April 2019

Meetings Summary

- M1. Kick-Off Meeting
- M2. Review findings from regulatory and market review
- M3. Charette and related meetings
- M4. Review draft action plan

Deliverables Summary

- D1. Website materials (on-going)
- D2. Visioning Survey
- D3. Regulatory Report
- D4. Market Report
- D5. Vision and Development Scenarios Summary Report
- D6. Strategic Action Plan

- D7. Draft and Final Subarea Plan Documents

SCHEDULE AND BUDGET

CAI and MAKERS together will accomplish the above scope of work with a completion date no later than April 2019. Any schedule adjustments will be discussed jointly throughout project work with City staff and CAI.

CAI and MAKERS together will deliver the above services, as scoped, for $75,000. The planned allocation of the total budget, by task, is presented below. CAI reserves the right to allocate budget among tasks, provided the all products are delivered within the overall budget. Any tasks that require more time or budget will be discussed with City staff as soon as those variances are identified. CAI and the City will work together to determine options for consultant efforts to adjust, if necessary.

Task 1. Project Management:	$6,000
Task 2. Discovery and Vision Survey:	$8,000
Task 3. Regulatory Review and Market Assessment:	$10,000
Task 4. Visioning and Scenario Planning:	$31,400
Task 5. Draft and Final Reports:	$18,000

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0798
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	**Cross Ref #**	
Contact Name/Phone	MICHAEL 625-6468	**Project #**	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	**Bid #**	RFP 4500-18
Agenda Item Type	Contract Item	**Requisition #**	TBD 2019 FUNDS
Agenda Item Name	5300 CERIUM SMARTNET		

Agenda Wording

Contract with Cerium Networks, Inc. for SmartNet hardware maintenance and software support for Cisco Equipment. Contract term is January 1, 2019 through December 31, 2019. Contract amount is $215,759.07 including tax.

Summary (Background)

Cerium Networks, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four additional one-year periods not to exceed five years.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 215,759.07 inc. tax	**#** 5300-73400-18850-54804
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SLOON, MICHAEL	**Study Session**	Urban Dev 12/10/18
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses William Junkermier	
		Cerium - wjunkermier@ceriumnetworks.com	

Briefing Paper
Urban Development Committee

Division & Department:	Innovation and Technology Services Division
Subject:	SmartNet hardware maintenance and software support for Cisco Equipment with Cerium Networks, Inc.
Date:	December 17, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Development Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Ongoing maintenance of hardware and software support for the City's Phone and Network System.
Strategic Initiative:	Sustainable Resources
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	All Cisco network equipment will receive operationally required security updates, software patches, 24/7/365 vendor technical support, and break-fix replacement.

Background/History:

Cerium Networks, Inc. was selected through RFP 4500-18 for Cisco SmartNet Services. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance portion needed for these critical products.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total not to exceed five (5) years.

Executive Summary:

One-year contract for SmartNet services for Cisco network and telephone equipment effective January 1, 2019 – December 31, 2019.

- *Contract amount is $198,307.97 and tax of $17,451 – Total $215,759*
- *Utilizing budget account number: 5300-73400-18850-54804*

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ■ Yes ☐ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

City Clerk's No. _____

City of Spokane

CONTRACT

Title: **CISCO SMARTNET SERVICES**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CERIUM NETWORKS, INC.**, whose address is 1636 West First Avenue, Spokane, Washington 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company shall provide **SmartNet hardware maintenance and software support for Cisco Equipment,** in accordance with City's RFP 4500-18 and Company's Response to RFP. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERM. The Contract shall begin January 1, 2019 and run through December 31, 2019, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **TWO HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED FIFTY NINE AND 07/100 DOLLARS ($215,759.07)**, including tax for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company 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

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

   i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of $1,000,000, in order to meet the insurance coverages required 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 for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability

and agrees to defend, indemnity, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company 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 Company.

16. BUSINESS REGISTRATION 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 annual business registration. The Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

CERIUM NETWORKS, INC.	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

18-225

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

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

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

City of Spokane

Cisco SmartNet Services
Request for Proposal
RFP # 4500-18

Submitted by
Cerium Networks, Inc.
1636 W 1st Avenue
Spokane, WA 99201
www.ceriumnetworks.com

Contact:
Jeff Lynch, Account Executive
(509) 536-8634

Correspondence Purpose / Confidentiality Page

In response to: City of Spokane Cisco SmartNet Services RFP
Attn. Mr. John Walters
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Prepared by: Jeff Lynch, Account Executive
Cerium Networks, Inc.
(509) 536-8634
jlynch@ceriumnetworks.com

Authorized by: Roger Junkermier, President
(509) 536-8656
rjunkermier@ceriumnetworks.com

Confidentiality:

Portions of this document contain information proprietary to Cerium Networks, and have been marked as such. Each page of this document marked with **confidential and proprietary** shall not be reproduced, transformed to other documents, disclosed to others, or used for any purpose other than which it was furnished without prior written permission of Cerium Networks.

A. Letter of Submittal

October 29, 2018

Mr. John Walters
808 W. Spokane Falls Blvd
Spokane, Washington 99201

RE: Cisco SmartNet Services RFP No. 4500-18

Dr. Mr. Walters,

Cerium Networks is pleased to provide this Letter of Submittal to the City of Spokane for Request for Proposal—Cisco SmartNet Services—RFP #4500-18. Cerium is a Cisco Gold Partner, Master Specialized in Collaboration and Security, and Advanced Specialized in Data Center and Enterprise Networks. We are confident in our ability to provide the services you requested in the RFP and will do so by a local team of technology professionals that live in the Spokane area.

The following information was requested in the RFP for the Letter of Submittal:

Local Contractual Contact:	Roger Junkermier, President 1636 West First Avenue Spokane, WA 99201 rjunkermier@ceriumnetworks.com 509.536.8656
Legal status of the Firm:	Cerium Networks is Washington 'S' Corporation.
Location of the facility from which the Firm would operate:	Spokane, WA
Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months	There are no current or former City employees employed by or on the Cerium Networks Inc. governing board as of the date of the Proposal or during the previous twelve (12) months.
Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City:	Cerium Networks will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Again, we appreciate being considered by the City of Spokane and will work endlessly to earn and keep a trusted business relationship with your organization.

Best regards,

Roger Junkermier, President

DAVID A. CONDON
MAYOR

CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

October 23, 2018

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #4500-18 – CISCO SMARTNET SERVICES

This Addendum 1 to Request for Proposals #4500-18 for CISCO SMARTNET SERVICES is being issued to change the end date of the period of performance.

1. In Paragraph 1.4 "Period of Performance" in Part 1 "INTRODUCTION", the performance end date is being changed to December 31, 2019.

   Replace Paragraph 1.4 as follows:

   The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2019 and to end on December 31, 2019.

   Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Cerium Networks, Inc.
Company

Authorized Signature

Executive Summary

Cerium Networks (Cerium) is pleased to respond to the City of Spokane's Request for Proposal #4500-18 for Cisco SmartNet Services. Cerium Networks SmartNet Services proposal includes a very aggressive renewal price for the City. In addition, Cerium Networks has included two-hundred (200) Cisco Learning Credits for the City to use for training engagements for City staff with Certified Cisco Learning Partners, as well as the setup, configuration and enablement of the Cisco Total Care Appliance and Portal for the City. This service will be enabled following award of the RFP. Lastly, the review of the Total Care Portal will be included in the Quarterly Business Reviews along with other mutually agreed to topics as requested.

Cerium's core business is the design, implementation and managed support of Enterprise Networking technologies including wired/wireless data networks, Data Center technologies together with storage and compute infrastructure, unified communication (UC) solutions including IP telephony, unified messaging, leading contact center services, self-service IVR, recording and quality solutions, and video colaboration solutions. Cerium's security practice includes design and implementation services for network security solutions, information security assessments and audits, and security consulting services for policies, procedures, staffing, and incident response. Cerium is a leader and has a proven track record in helping government agencies of all sizes across the Northwest modernize their infrastructure systems to improve citizen services and maximize customer experience.

Cerium is a Cisco Gold Partner, Master Specialized in Collaboration and Security, and Advanced Specialized in Data Center and Enterprise Networks. Cerium is staffed with a team of experts who provide professional engineering services for the following categories:

- Core Cisco Network
- Cisco VoIP
- Data Center
- Network Security
- Wi-Fi Networking

In the Northwest, Cerium Networks' support reputation has led to many successful long-term relationships—many for close to 18 years. We've worked with numerous state and local government organizations on hundreds of successful unified communications, data center, wired/wireless networks, and security projects. They chose to partner with Cerium because of our experience successfully delivering, deploying and supporting their mission-critical environments. Supporting our customers is what we do at Cerium every day – and we do it very well!

Cisco's local engineering support and worldwide technical support is one of the best in the industry. Their customers acknowledge that Cisco stands behind their product with a world-class customer service record. The City of Spokane leverages this relationship with Cisco today. Combining that with the unparalleled experience of Cerium Networks' local resources—that hold the highest recognized certifications in the industry such as Cisco CCIE, CCNP, CCDP, CISSP, CCVP and new SmartNet management tools like Cisco's Total Care—the City will have an award-winning team to ensure success in maximizing the value of its SmartNet investment.

Cerium is uniquely positioned for this engagement due to our ten-year relationship successfully designing and planning many components of the City's technology infrastructure. We appreciate our relationship with the City of Spokane and our commitment to the City's success is unwavering.

Best regards,

Jeff Lynch
Account Executive
(509) 536-8634
jlynch@ceriumnetworks.com

4.3. Technical Proposal

A. Background

The City of Spokane requires that all covered equipment be co- terminated by the end of this contracting term.

The City of Spokane's Information Technology Services Division is responsible for daily configuration and maintenance on all network equipment however; the City often requires the technical expertise of the Cisco Reseller/TAC support for advanced technical services/support. Technical Expertise services/support provided by the Reseller on an as needed basis will be billed separately at the rates identified in the Proposer's rates listed in 4.5. Currently, the City in general purchases equipment through the designated Cisco reseller

Cerium Network's Response:

Cerium Networks understands and complies with the above requirement.

B. General Questions

1. Do you provide 24x7 on-call support, in addition to Cisco TAC services? Describe.

Cerium's Support Center (CSC) is fully-staffed by experienced certified engineers, available 24/7/365 via phone, email, web chat, or our secure self-service web portal (Cerium 1463°). We understand the nature of your business and the design of your communication system. The City of Spokane (the City) can rely on Cerium's round-the-clock coverage to support your mission-critical operations with the resources to get you up and running quickly if the unexpected happens.

CSC Services include:

- Remote monitoring
- Remote engineering support
- On-site engineer dispatch
- Diagnostics
- Troubleshooting
- Programming assistance
- Notification and escalation
- Firmware updates
- Patch management
- Local spare parts
- Manufacturer direct tier 3 access

Cerium 1463° secure self-serve support portal provides 24/7/365 remote access for creating and modifying support tickets, as well as viewing resolved tickets and past alarms. The Cerium 1463° portal incorporates advanced Web technologies that make it easy to manage your support tickets from any location on any mobile device.

2. Do you have local technical engineers within thirty (30) minutes of the City of Spokane? What type of local support is available?

Cerium has more than a dozen certified technical engineers located in Spokane, less than 10 minutes away from delivering on-site support to City of Spokane offices. Cerium has an additional nine engineers available to support the City from remote locations.

3. Do you stock any replacement inventory? Where is the closest depot?

Cerium stocks replacement inventory for clients under contract. Should the City request local stocking through the Cerium contract in addition to the Cisco SmartNet Total Care contract, Cerium would work with the City to establish local stocking inventory at an agreed upon cost. The closest depot would be Cerium's Spokane office located at 1636 W. 1st Avenue.

C. Customer Service

1. Describe what types of technical support are provided by your company and the associated fees. Does it vary from time of day/level of support? Can all services and locations be detailed on one bill?

Cerium Networks provides a portfolio of technical support services ranging from simplex minor configuration modifications and Move, Add or Change (MAC) requests to complex routing, Access Control Lists (ACL's) and other intricate requests. Cerium also provides remote and on-site engineering and troubleshooting resources for issues varying from network degradation to complete network down scenarios. All services and locations can be detailed on one bill each billing cycle.

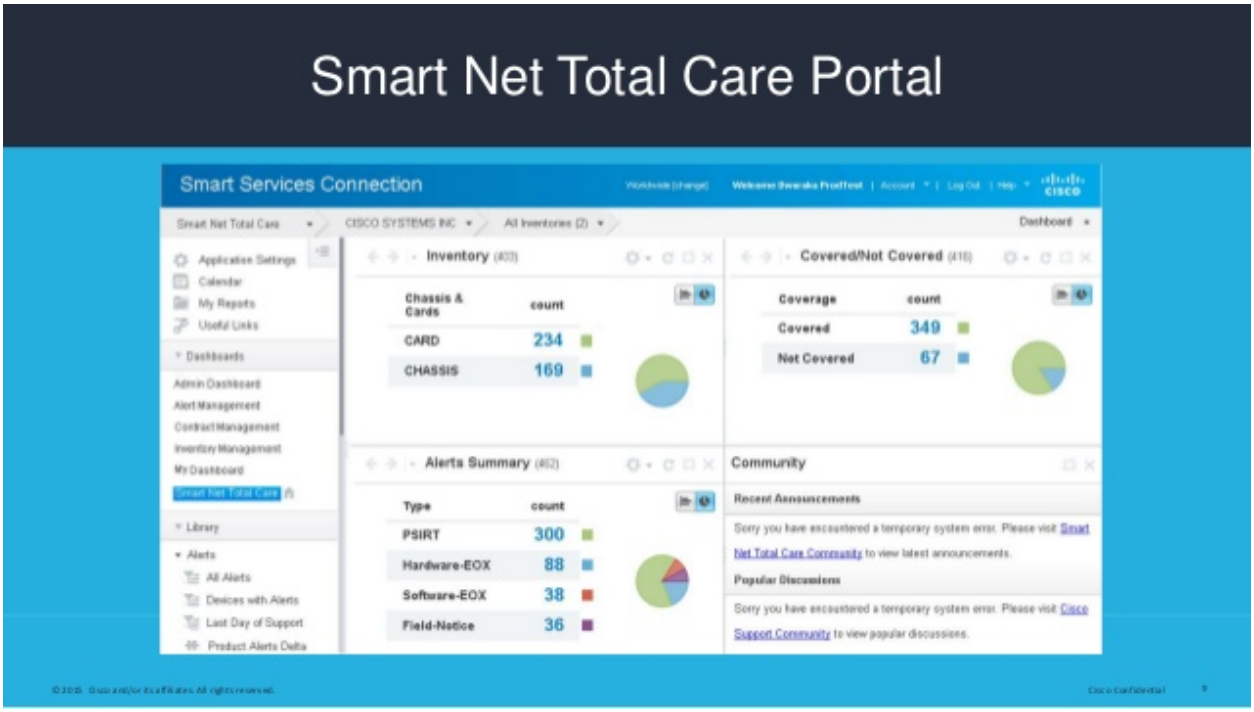
Type of Service (Normal hours are 7:00AM–6:00PM PST)	In Hours Request Fees (per hour; 2-hour minimum)	Outside Hours Request Fees (per hour; 2-hour minimum)
Simplex Request (Remote)	$160.00	$240.00
Complex Request (Remote)	$180.00	$270.00
Simplex Request (On-Site)	$180.00	$270.00
Complex Request (On-Site)	$200.00	$300.00

2. Do you have an online tracking system that can be managed by the City of Spokane? Does the system allow the City of Spokane to audit equipment? Does it allow for equipment to be taken out of service and credit the SmartNet terms accordingly? Does your system synchronize with Cisco's database? What are the fees associated with this service?

Yes, Cerium is providing Cisco SmartNet Total Care Service to proactively manage risks, quickly resolve problems, and operate more efficiently. Total Care will enable the City of Spokane to receive comprehensive, flexible reporting and contract consolidation, which simplifies renewals, provides up-to-date visibility into lifecycle information and quickly resolves issues with world-class foundational technical services capabilities.

Cisco SmartNet, Total Care Service, uses Cisco Smart Services capabilities to provide better visibility into the state of IT assets. Using information from a secure view of the City's Cisco products and correlating it with Cisco's intellectual capital and product expertise, SmartNet Total Care will deliver actionable intelligence, personalized information, and proactive support capabilities that will help the City make informed decisions about its Cisco products and contracts.

This service combines Cisco's industry-leading and award-winning, foundational technical services with an extra level of actionable business intelligence that is delivered to you through the smart capabilities in the Smart Net Total Care portal.



This powerful tool provides you with the ability to rapidly visualize information and make decisions about your Cisco assets in three specific ways:

1) Contract Management:

   The SNTC Portal aggregates and reports on all active Cisco contracts held by a Cisco customer. More specifically, the portal can identify every single device, whether it is covered under contract and when that contract expires. Reports are available within the portal to rapidly provide information regarding all devices and their status to make contract renewals much more efficient and accurate. Part of this feature requires an extension of visibility to Cerium Networks, so we may best partner with you at contract renewal time. During onboarding and set-up, this process will be transparently facilitated by Cerium Networks.

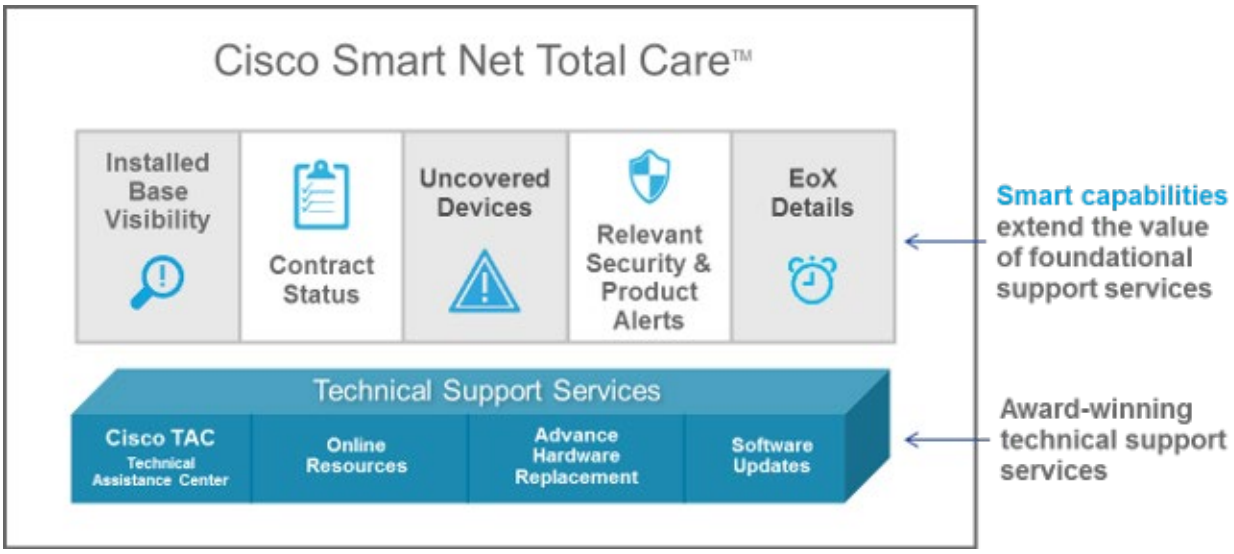
2) Device Lifecycle Management:

The SNTC Portal aggregates and reports on all devices it is aware of and provides information about the End of Life, End of Support, and End of Sale status. Using simple drill-down menus, the portal can quickly navigate a large inventory of devices and identify which are nearing EoS and should be considered for replacement or upgrade. The use of this feature decreases the time spent by the City's administrator in managing the lifecycle of devices.

3) Bug & Vulnerability Management:

The SNTC Portal provides rich information on each device to which it has visibility and will identify any known active software bugs, field notices, or software/hardware vulnerabilities associated with each device and code revision in the field. The Portal provides for rapid management and focused attention to the devices and software versions that are most relevant or critical.

The SNTC Portal is populated by information collected within your network. To provide for this collection of data, Cisco also provides an application called the CSPC-Collector. This virtual application resides within your network/data-center and uses SNMP, SSH, or Telnet to access and query each network device found for information that can be aggregated locally before being encrypted and sent to Cisco for inclusion within your Total Care Portal. The collector will be provisioned and programmed to periodically scan the network to gather information about the device deployment.



Cisco SmartNet, Total Care Service, delivers the following components:

Installed Base and Contract Management
Validate the service levels and status of the City's Cisco products to make sure it has the proper service contracts in place. A powerful web portal would provide the City with a secure environment to access, review, modify and download reports. This information can help the City assess the risk factors around its service contracts for its Cisco products, make plans for upgrades, and help meet compliance with

regulatory policies. The reports are flexible and intuitive and provide context-sensitive help to help the City learn more about the functionality of the portal.

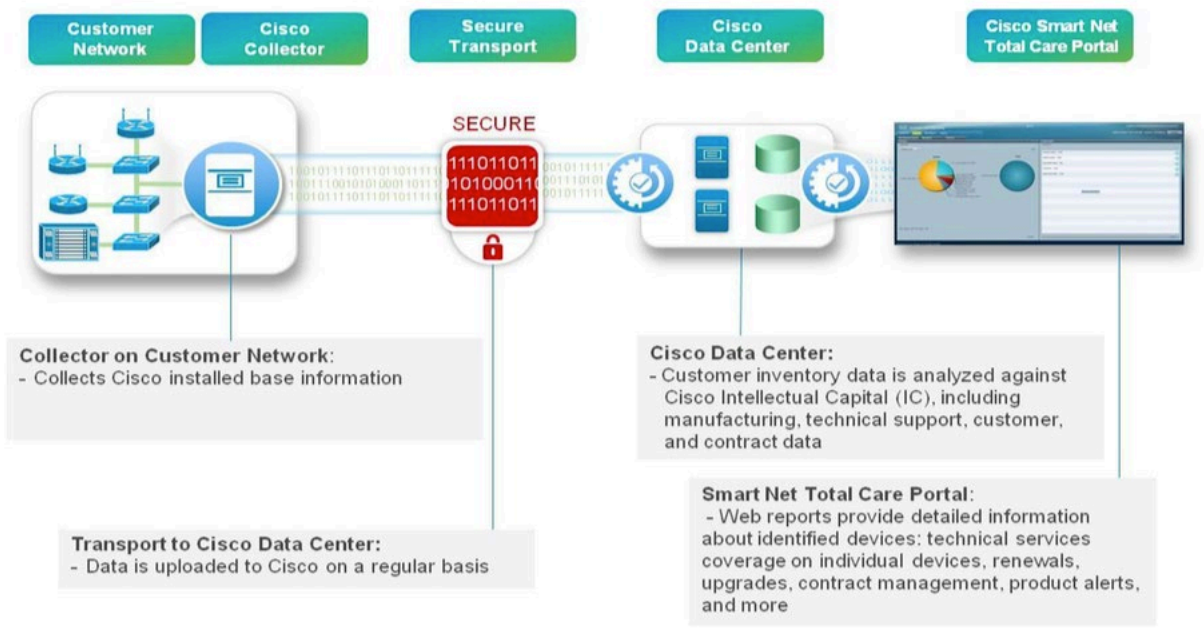
Technical Assistance (TAC)
Direct access 24 hours a day, 365 days a year to specialized engineers in the Cisco Technical Assistance Center (TAC).

Online Technical Resources
Extensive self-help support through Cisco's online knowledge base, communities, resources and tools.

Advance Hardware Replacement
Hardware replacement options, including 2-hour, 4-hour, and next-business-day (NBD) advance replacement, as well as return for repair (RFR).

Software Updates
Operating system (OS) software updates, including both minor and major releases within the City's licensed feature set.

Major Components of Smart Net Total Care



A device/software can be removed from SmartNet coverage and any unused/remaining coverage will be credited and applied to the new/replacement hardware/software SmartNet coverage and co-terminated to the contract end-date. This is not an automated process and does require Partner involvement.

Cerium Networks will be implementing a Cisco SmartNet Total Care Collector and Portal for the City of Spokane at no additional cost to the City as part of this SmartNet renewal. This will include the services

to set up and provide services to review the information and tools within the Portal. Lastly, Cerium Networks will incorporate reviews of the Portal in the scheduled Quarterly Business Reviews.

D. Account Service

The City would like quarterly account reviews. How are account reviews provided? Identify the members of the account team that will be assigned to the City. What are your trouble reporting procedures? What are your escalation procedures? Include a list of personnel and emergency telephone numbers.

Account Reviews

Cerium Networks will schedule quarterly account reviews. These are an effective way to check in and make sure that the City of Spokane is receiving the best possible service and support. The Cerium Account team will provide an agenda before the selected date(s) that the account review is scheduled. The City would also be able to submit agenda items before the account review to have them included in the meeting agenda. Cerium has found it quite useful with their clients to have a reoccurring bi-monthly meeting to discuss current projects, upcoming projects, and any open items. The Account team will work with the City to set up the appropriate number and timings of such meetings that works for both organizations. Cerium Networks does not charge for account reviews.

As part of the Quarterly Business Review provided by Cerium Networks to the City, the following topics will be discussed as they relate to the Smart Net Total Care Portal:

- Health and status of the CSPC Collector appliance which is responsible for the collection of data and transmission to Cisco for inclusion in the SNTC Portal. Cerium will inspect and identify any issues of note around the collector appliance and then work with City resources to schedule and address each as identified in the QBR.

- Overview of active device and software vulnerabilities and bugs as reported by the Smart Net Total Care Portal. Cerium will use the report generated by the portal to bring attention to devices and software elements currently in operation that are noted as vulnerable due to known bugs, field-notices, or security vulnerabilities.

- Overview of devices either past or approaching end of life-cycle maintenance. Cerium will use the report generated by the portal to identify hardware or software elements which have transitioned out of the general use period and into the End of Sale, End of Life, and End of Support periods.

- Asset inventory delta overview. Cerium will use the delta-report available within the portal to provide to the City an asset delta identifying high-level details on hardware elements added and removed since the last QBR.

Cerium Account Team

The following account team members would directly support the City of Spokane and be present for all account review meetings. Additional Cerium team members will attend based upon each meeting's specific agenda items.

Jeff Lynch, Account Executive

- 20+ Years' Industry Experience
- Manages some of Cerium's largest accounts
- Unique and considerable experience in both data networking and Unified Communications
- Location: Spokane, WA

Don Walde, Vice President of Sales

- Location: Spokane, WA

Kevin Mayo, Director of Cybersecurity – Enterprise Solutions Architect

- Location: Spokane, WA

Ryan Clabaugh, Director of Cisco Engineering

- Location: Spokane, WA

Troubleshooting Procedures

1. Case ID Created

- During normal business hours, the customer notifies the Cerium Support Center of its service request by telephone at 800.217.0933 or 509.536.8610; by email at csc@ceriumnetworks.com; or by web at www.ceriumnetworks.com
- Support staff opens Case ID for the issue to be resolved or supported
  - Information required for opening a ticket:
    - Type of Request
      - MAC
      - Product Warranty
      - Post-Warranty
      - Service Call
      - Maintenance
      - Post-Install
  - Priority Level
    - Is the issue affecting service or can it be scheduled?
    - Does the customer have a manufacturer or Cerium post-warranty agreement and is this issue covered by the agreement?

2. Case ID Assignment

- To be assigned based upon:
  - Product engineering expertise
  - Help Desk Engineer on call
  - Last technical contact with the customer—if a project is in post-installation phase (i.e., recent installation, open punch list), then opened with installing engineer.

- Availability

3. Time to Complete

- An estimate is to be provided by the Engineer when the issue will be completed. Estimate is based on the technical issue, schedule and customer requirements.
- Case ID is to be monitored based upon this estimate.
- If Case ID is unresolved within the estimated time, new estimate established or case determined to be irresolvable by Engineer and escalated to next level of support.

4. Time Guidelines for Escalations

- Engineer on-site
  - Escalate within 1 hour
- Out of Service – Priority 1
  - Escalate within 15 minutes
- 25% Failure or Major Alarm—Priority 2
  - Escalate within 30 minutes
- Less than 25% Failure or Minor Alarm—Priority 3
  - Escalate within 24 hours
- Post-Cut Punch list issues— Priority 4
  - Escalate if unable to resolve within the scheduled time

Escalation Procedures

Case Escalations

1. Engineer initially assigned to Case ID is responsible for assuring the case is properly completed. Only in instances where a Case ID has been assigned incorrectly may a case be transferred to another engineer.

2. Assignments of Case IDs are based upon:

- Relevant product expertise and certification
- Availability/schedule of the engineer
- Experience/familiarity with the customer and configuration

3. If the engineer handling a case is unable to resolve the issue, either by estimated time or because, in engineer's judgment, the scope of the request is beyond their expertise, an assessment will be made on the need to involve additional resources.

4. If within scope and engineer is unable to resolve, then escalation timelines take precedence.

5. Escalation will be made to next higher resource level in the appropriate product or technical area.

6. Current Case ID engineer contacts a Cerium Support Center Lead Engineer (CSC Lead Engineer) in coordination with Support Center Management. The technical issue and previous steps taken to provide a solution are reviewed.

7. The CSC Lead Engineer acts in a consultative role initially. Customer involvement in discussion is based on engineer assessment.

8. Once escalated, a new estimated completion date is provided with customer input.

9. The escalation process will continue until the issue is resolved or issue is determined not to be technically feasible. A case is not closed unless customer concurrence is obtained.

10. Issues may have results which require the customer to obtain additional equipment or software. These cases may be closed once a configuration is provided to the Sales Account Executive for pricing/purchase discussions.

Escalation to the manufacturer can occur at any point in the process as part of troubleshooting or fact-finding. Pursuing resolution with the manufacturer requires an assessment by the Cerium director of technology or the director of the Cerium Support Center. Once an issue has been escalated through all levels of support at Cerium without successful resolution, a trouble ticket is opened, and the issue is escalated to the manufacturer.

Cerium Account Management Escalation Procedures

The primary point of contact within Cerium Networks is the City's assigned Account Manager. In the unlikely event, the City is not achieving expected results with the Account Manager, then contact with Sales Vice President is appropriate.

Cerium Account Management Escalation Contacts

Account Manager— Jeff Lynch
Phone: 509.536.8634
jlynch@ceriumnetworks.com

V.P. of Sales—Don Walde
509.536.8647
dwalde@ceriumnetworks.com

President—Roger Junkermier
509.536.8656
rjunkermier@ceriumnetworks.com

Cerium Technical Escalation Procedures

The Cerium Support Center coordinator will provide the City with a mechanism to formally escalate a case to the appropriate resources within the Cerium team. This escalation process will increase the visibility and awareness of the service outage, and focus on it within the Cerium management team.

Process flow:

- An escalation request will be initiated in reference to a specific Case ID.
- The City would place a telephone call to the Support Center number, 800.217.0933, and make the escalation request with the CSC coordinator. (Clearly state that you are requesting to speak with the Technical Escalation contact for the Case ID.)
- The coordinator receives the City's request to escalate the case.

If the Coordinator is not available at the time, the City would place a separate telephone call to the Director of Operations.

- The severity of the case will be mutually agreed upon between the City and the Cerium escalation point engaged in the process.
- A formal action plan, including ownership for each action item, will be agreed upon between the City and the Cerium escalation point.
- Timelines and communication updates will be agreed upon.
- Escalation will be documented in the Cerium CRM Account History.

If for any reason the City does not feel it is achieving the desired results, an escalation call to the President is appropriate.

Cerium Support Center (CSC) Technical Escalation Contacts:

Technical Tier C—Cerium Support Center—Support Desk Engineers
Toll Free: 800.217.0933 (24X7) OR Local: 509.536.8610
csc@ceriumnetworks.com (Business Hours)

CSC Manager—Scott Barrick
Office Phone: 509.343.4924
sbarrick@ceriumnetworks.com

Technical Tier A— Director of Cisco Engineering Services, Ryan Clabaugh
Office Phone: 509.536.8632
rclabaugh@ceriumnetworks.com

Cerium Management Escalation Contacts

Director of Operations—Scott Daniels
Office Phone: 971.404.2709, Cell Phone: 775.762.0851
sdaniels@ceriumnetworks.com

VP of Finance & Operations—William Junkermier
Office Phone: 509.536.8650
wjunkermier@ceriumnetworks.com

President—Roger Junkermier
Office Phone: 509.536.8656
rjunkermier@ceriumnetworks.com

E. Configuration

1. Current Equipment List

Please see Attachment 1 for a list of the City of Spokane's current voice and networking equipment now under SmartNet coverage. Some may provide services beyond December 31, 2014. Pricing Proposal information shall be provided in Section 4.5.

Cerium Networks Response:

Cerium Networks understands and complies with this requirement.

2. SmartNet

Quote the equipment with same "contract type" as specified in the Attachments, i.e. SNT for 8x5xNBD coverage and SNTP for 24x7x4 coverage, etc.

Cerium Networks Response:

Cerium Networks understands and complies with this requirement.

3. Services Billing Rate

The City anticipates occasional need during the contract term to enlist the technical assistance of the Contractor for various design, modifications, and troubleshooting. List the available staff and the costs for the City to use such resources, including any travel costs or minimum time commitments. Pricing Proposal information shall be provided in Section 4.5. B.

Cerium Networks Response:

Cerium Networks rates vary based on the type of technical assistance or troubleshooting that is required. Cerium Networks will consult with the City of Spokane on any current or future engagements on a project-by-project basis. Many of Cerium Networks' fees are included in the various design and modifications associated with doing business with Cerium Networks.

4.4 Management Proposal

A. Project Management

1. Project Team Structure/Internal Controls

Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.

At Cerium, we are constantly striving to improve our Program Management Organization. Accordingly, we are pleased to announce that Mike Portera has joined Cerium as our new PMO Director. Mike will lead the project team delivering SmartNet to the City of Spokane. While new to his role as Cerium's PMO Director, Mike has a proven track record of successful engagements delivering a wide range of technologies cross-industry. He leverages established methodologies and technologies and applies the lessons he's learned through his 25 years of experience managing projects to the direction of the project management team and the delivery of successful projects.

Mike Portera, MPM, PMP, PMO Director

- Accomplished Project, Program, & Portfolio Professional, Skilled Business Professional, Consultant, Adult-Learning Instructor; Resourceful & intensely driven.
- Dynamic Business Leader successful at leading a diverse global virtual workforce in simultaneous multi-million-dollar Program/Project initiatives.
- Program Manager responsible for defining schedule, scope, budget, & synergies identification.
- Consult & support program strategic alignment to Executive-level sponsors.
- Extremely skilled project & program practitioner capable of leading the entire project & client relationship.
- Managed & led all project aspects from concept through closure. Provide consultation leadership to business case development. Manage project risks, change management, stakeholder expectations, scope, schedule, & costs.

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Certifications & Training:

- Western Carolina University-- Master of Project Management (MPM)
- Illinois State University-- Bachelor of Science, Finance (B.S.)
- Project Management Professional Certification (PMP)

Specific Skills:

- Planning & Execution of I.T. Cloud, Appl. Server, Web Server, Data Center, Enterprise, Unified Comm., Voice, and Data Migration Network Projects, Content Delivery, & VM initiatives
- Managed Software design, development of new product & service initiatives (Waterfall & Hybrid)
- Project Governance Consultation to C-Suite
- Develop Portfolio Mgmt. Strategy & dashboard reports to Exec. Leadership
- Define strategic objectives w/ Exec. Leadership
- Led cross-functional coordination of resources across geographically dispersed business units
- Develop SharePoint tools for wiki pages, reports, comm., milestone tracking, & artifacts mgmt.
- Develop Project Management plan templates, documents, process flows, & processes
- Manage & Lead all project phases & life cycles
- Manage & control project costs & quality issues
- Manage, track, & coordinate change, issue, & risk management activities

Tenure:

Mike has worked across a multitude of industries deliveries projects and programs from I.T., Telecommunication, Financial Services, Federal Gov't., Food Services, & Direct Consulting Experience for a total of over 25 years.

Adult Learning Instructor Experience:

Fortune 500, Community Colleges, Federal (DHHS, DHS, DOT), State, & City agencies.
Course instruction: PMP Exam Prep., Risk Management, MS-Project, Program & Project Management Essentials, Project Leadership, Scope, Schedule, & Earned Value Analysis.

Authored Webinar Topics: Scope, Requirements, Risks, Quality, & MS One-Note.

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Project Management Overview

Cerium understands the importance the City holds for the project management role for this engagement. Maximizing the technology investment is a key initiative of all organizations. The ability to leverage the investment is greatly influenced by the project methodologies utilized during deployment. Cerium has a proven process for delivering superior project results. Our project methodologies are customer focused, and based and benchmarked on the hundreds of successful projects delivered over the past 18 years. Our project deployment plan encompasses all facets of customer and company interactions necessary to ensure project success and effective, and on-going support.

Key Points:

At Cerium, we believe that successful project implementation hinges upon the following:

- Strictly limiting project risk and downtime
- Optimizing resources
- A seamless transition to the new systems with minimal interference to end users
- Maintain a consistent momentum for the roll out of new services to the end user
- Staying on time and on budget

Cerium's project management methodology follows a series of process steps to successfully plan, execute, monitor/control, and manage a well-run project closely aligned with the Project Management Institute's (PMI®) Project Management Body of Knowledge 6th Edition (aka PMBOK® guide). The process steps outlined below allow us to remain flexible and engage in varied and complex engagements with a tested and proven process to produce consistently superior results. Cerium has proven experience deploying complex solutions to geographically dispersed locations. We understand the criticality of managing a phased implementation and utilize project management tools & methodologies to ensure each phase has the appropriate planning and resources to ensure a successful implementation.

Methodology

Our proven methodology includes the following process steps we'll follow to ensure a successful deployment.

Initiate

- Establish project goals and objectives
- Establishment alignment of Statement of Work to client's needs
- Identify Stakeholders; project manager, client sponsor, and core project team members
- Develop the Communication Plan
- Define the Risk Management Plan
- Identify initial project risks, assumptions, and constraints
- Define the initial project scope and objectives

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Plan

- Define project requirements; aligned with SOW
- Manage the information data flow process between Cerium and the City
- Develop and update WBS (work breakdown structure)
- Create an initial project schedule
- Define Project budget; aligned with SOW and Purchase Agreement(s).
- Identify and secure resources aligning deliverables and schedule
- Develop and baseline full project schedule and scope
- Lead the project kick-off meeting
- Validate, track, and manage equipment order and delivery
- Conduct site surveys as needed
- Establish test, training, and knowledge transfer plans, as applicable

Execute/Control

- Manage project execution, track actuals vs. plan for scope, schedule, and budget; identify and resolve variances
- Manage project communications, stakeholder engagement, and project/product quality
- Perform project control activities
- Manage the installation and configuration of the solution
- Manage project change requests, where applicable
- Perform cutover preparation activities
- Develop escalation plan
- Manage cutover and post cutover events

Close

- Project closure meeting with the client
- Hand-off to Cerium Support Center
- Perform project closure activities
- Obtain formal customer acceptance
- Document lessons learned
- Archive records

Initiation Phase

Stakeholder

Stakeholder identification is an early stage process whereby the Project Manager ('PM') identifies the key stakeholders, their roles & responsibilities, and obtains contact information from the people who are critical to achieving the project's objectives.

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Communication

The communication management process outlines the way information will be collected, stored, and distributed throughout the project lifecycle. Cerium's client-facing Microsoft Dynamics® CRM portal (herein referred to as Cerium 1463) provides the client with a web-based tool that provides easy access to the critical components of the project lifecycle:

Cerium's 1463 CRM Portal		
Process	**Deliverable**	**Components**
Project Summary	Dashboard	Summary, Progress, Status, Forecast, Milestones, Equipment tracking
Stakeholder	Register	Name, contact information, and project role
Risk Management	Risk Register	Identification, scoring, tracking, analysis, and response strategies
Action / Issue Management	Log files	Identification, notification, tracking, ownership, updates, and archive
Milestones	List	Project phase identification, reporting, progress management
Meeting	Agenda/Minutes	Storage and retrieval of all PM led meetings that can include (status, pre-cut, post-cut, escalation, closing)
File Sharing	Project artifacts	Shared document repository for all project documents, contracts, drawings, PO's, and working files.

Risk Assessment and Management

During project initiation and continued throughout the lifecycle of the project, Cerium and the City along with the project teams will identify, record and document any potential risks for the project. Together the team will categorize the risks by potential business impact and probability of occurrence. From those two measures, the overall exposure for each identified risk may be calculated. Once risks are identified and categorized by exposure, the teams will together determine the preferred risk response strategy always maintaining the view of alignment with project goals and objectives. As needed, contingency plans may also be developed for identified risks.

Meeting Management

A regularly scheduled meeting cadence between Cerium and the City will be discussed and agreed upon early in the project lifecycle. The Cerium project manager will utilize industry standard meeting templates that may include: attendee tracking, agenda items, action items, issue tracking, new business, schedule review, risk analysis, and assumptions analysis, as needed based on the needs of the project.

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Planning Phase

Scope Management

The Statement of Work (SOW) will be the defining document regarding the scope of the engagement between Cerium Networks and the City. A Work Breakdown Structure, will be developed based on the deliverables listed in the SOW. Cerium will work in concert with the City to fully define the project requirements and specifications related to the solution being delivered, as outlined in the SOW and purchase agreement.

Schedule Assessment and Management

Schedule assessment and management is key to maintaining the timely delivery of the proposed solution. A detailed project schedule will be built upon the deliverables defined from the SOW and WBS.

Once developed, Cerium and the City will agree to the schedule in writing and "baseline" the schedule. This schedule will then be utilized throughout the remainder of the project engagement unless a change to the schedule is warranted (see Change Management below).

Budget (Finance) Management

The purchase agreement between Cerium Networks and the City will be the governing document for the project budget. The project manager will actively manage the Finances of the project by working in close coordination with the City during all phases of the procurement process--- that include all material, equipment, applications, and licenses required to support project objectives. Additionally, the SOW will define the labor required from Cerium and other stakeholders to achieve the objectives of the project. The PM will collaborate with the City to define how to best accomplish the most efficient use of labor for the design, test, implementation, cutover, and training of the resources required to achieve project objectives. The PM will always be mindful of identified project risks, constraints, issues, changes, and assumptions.

Execution/Control Phase

Monitoring and Controlling Activities

Throughout the project lifecycle, the Cerium project manager will be monitoring the status of the project and using project management methodologies to control the scope, schedule, and budget of the project. These tools include: variance analysis of completed work against the plan (Earned Value), quality reviews of work deliverables against WBS and SOW project documents, and quality audits utilizing Cerium's array of checklists, as needed.

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Change Management

Managing changes to the scope, schedule, or budget will be accomplished through the Change Order process, outlined and agreed upon by Cerium and the City. Cerium recognizes that change orders may be a part of the project lifecycle and ultimately have an impact on the project budget. Cerium will take careful consideration to ensure any changes required from the original plan are performed while being ever-mindful of the impact to the project schedule and budget. While managing project change, the Project Manager always maintains a vision the impact this change may have on project objectives, risks, issues, constraints, and assumptions.

Cerium Technical Review and Testing Strategy

Cerium will provide a multi-gated approach to technical review and testing. The technical delivery process includes:

- Order validation
- On-site environmental and infrastructure review, prior to solutions implementation
- System Feature and Functionality testing by Cerium engineers
- Onsite first day of business support
- User acceptance test, conducted on the first day of business
- Post-cutover support

Cerium System Feature and Functionality Test

Once the solution is configured and implemented, in accordance with the documented design and specifications, Cerium engineers will conduct a system feature and functionality test based on the requirements collected and documented in the Statement of Work.

Cerium and the City of Spokane User Acceptance Test

As part of the documented activities to bring the proposed solution into production, Cerium will provide the City with a set of user acceptance test steps. Cerium and the City will jointly conduct the user acceptance testing. The purpose of this collaborative approach is to validate the operation of the solution in the client's production environment.

On the first day of business, a Cerium technical representative will be onsite to provide support, where applicable. During this first day of business, the "acceptance testers" will, with the support and assistance of the Cerium technical representative, complete a pre-defined User Acceptance Test Plan. The User Acceptance Test must be completed on the first day of business.

The results of the Acceptance Test Plan will be delivered to the Cerium project manager and reviewed during the post-cutover meeting. Any issues identified during the User Acceptance Test will be documented, and a resolution plan will be developed.

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Upon successful completion of the User Acceptance Test, the Cerium project manager will obtain concurrence from the client documenting the successful implementation of the proposed solution.

Closing Phase

Cerium and the City of Spokane Closure Review

As part of the project closure phase, Cerium will conduct a project closure meeting, during which project scope, deliverables, and objectives will be verified as fully delivered and completed. Cerium will provide a Project Closure Form to the City team and will seek the acceptance of the installed solutions upon completion of the implementation.

Where applicable, as-built drawings, technical documents, warranty information, and other pertinent project artifacts will be distributed to the client via the 1463 portal for archive and retrieval.

Team Structure

Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.

With the varied manufacturers that Cerium Networks represents, specialized resources are evaluated, selected and utilized on an individual project basis. We have provided an organization chart at the end of our response that provides an overview of Cerium's organization with lines of authority for the personnel involved in the performance of this potential contract (highlighted in blue) and the relationships of this staff to other programs or functions.

2. Staff Qualifications/Experience

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.

Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

Cerium has a staff of 22 sales associates, 87 engineer resources (project and post-sales support), 11 certified project management resources, as well as support staff that have expertise in training and learning, contact center consulting, web design, wireless, security, and many other disciplines. Cerium is known in the industry for obtaining and holding the highest certifications on all products that we sell and support.

Team Resumes

Cerium Networks has provided resumes of staff members that would be responsible for performing services for the City. The individuals will vary based on the type of professional services engagement. Below are resumes of some of the various team members that have performed services for the City of Spokane in previous years. Cerium Networks is continually adding highly skilled and talented resources to its teams. Additional resumes are available to the City upon request.

Anthony Wurtele, Sr. Network Engineer	
Anthony brings over 13 years of IT experience specializing in customer service, network engineering/administration, and Cisco voice technologies. As a network engineer, Anthony is responsible for implementing, maintaining, supporting, developing and, in some cases, designing communication networks within an organization or between organizations. Anthony ensures the integrity of high availability network infrastructure to provide maximum performance for their users. Significant Accomplishments: Anthony is a CCIE Collaboration, which is an Expert-level certification that ensures he has knowledge and experience of collaboration solutions integration and interoperation, configuration, and troubleshooting in complex networks and the challenges of video, mobility, and presence as the foundation for workplace collaboration solutions.	
Tenure:	14 years of industry experience and joined Cerium in 2015.
Education:	• Bachelors of Science, Information Systems Security at Westwood College • Associate of Applied Science, Computer Network Engineering at Westwood College • Cisco Network Academy Graduate

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Certifications & Training:

- Cisco Certified Internetwork Expert (CCIE) - Collaboration
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP) – Collaboration
- Cisco Certified Network Professional (CCNP) – R/S
- Cisco Certified Design Associate (CCDA)
- Cisco Certified Network Associate (CCNA) – R/S
- Cisco Certified Network Associate (CCNA) – Security
- Cisco IP Contact Center Express Representative
- Cisco Unified Communications on Unified Computing Systems Representative
- Cisco Express Collaboration Systems Engineer Representative
- Cisco Advanced Video System Engineer Representative
- CompTIA Security+ce
- CompTIA CASPce

Ben Shuman, CSC Support Engineer	
Ben Shuman works in Cerium's Support Center (CSC) as a Support and Network Operations Engineer. In these roles, he is responsible for engaging customers for their device support needs. Addressing their questions and concerns, regarding their products and services, as well as troubleshooting any technical problems they may have. He also performs maintenance, configurations, and designs of the systems Cerium uses to monitor and support thousands of software and hardware solutions. *Primary Technologies Supported:* Ben Shuman supports a wide range of customers, with a focus on security. He supports the full spectrum of firewall, router, and switch technologies. Specializing in VPN solutions using the latest industry best practices to secure and maintain the customer's systems and environments.	
Tenure:	Ben joined Cerium in 2011

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Current Certifications:

- Cisco CCNA Routing and Switching
- Cisco CCNA Security
- Cisco Express Collaboration Systems Engineer
- WatchGuard Fireware Essentials
- WatchGuard Polices, and Traffic Management

Brett Larkins, Sr. Network Engineer

As a Senior Network Engineer, Brett is responsible for maintaining the design and integrity of our client's internal networks, including customer-facing hosted and cloud environments. Brett provides expert technical assistance to team members with high-level system and networking requests. In this role, Brett is also responsible for designing, implementing and testing complex infrastructures in support of our customer needs. Brett also provides onsite and remote support to clients who have critical response time requirements for their business technology systems and is responsible for securing and managing network infrastructures to protect productivity, mitigate threats, and reduce costs.

Brett brings over 15 years working in both wired and wireless networking technologies and has an in-depth understanding and experience working with municipal and government entities. His numerous certifications and specific technology educational accomplishments are detailed below.

Notably, Brett is a Certified Cisco Internetwork Expert (CCIE) - Routing and Switching, which certifies he has the skills required of expert-level network engineers to plan, operate and troubleshoot complex, converged network infrastructure.

Tenure:	Over 15 years of industry experience and joined Cerium in 2014.
Education:	• Cisco DCUFI - Data Center Unified Fabric Implementation, September 2011 • Nortel ERS 8600 Advanced Configuration & Maintenance, March 2010 • Cisco Wireless Lifecycle Services Training, March 2007 • IDNX / Promina platform configuration & troubleshooting, Jan – February 2004 • Axxcelera Wireless Broadband Premier Partner Training, July 2004 • Proxim Partner Wireless WAN / LAN Certification Training, October 2003

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Certifications & Training:

- Cisco Certified Internetwork Expert-Routing & Switching (CCIE-R/S) (#51068)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Associate–Wireless (CCNA-W)
- Cisco Certified Network Associate–Voice (CCNA-V)
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Design Associate (CCDA)
- Certified Wireless Network Administrator (CWNA)
- Cisco Advanced Wireless LAN Field Specialist (AWLANFE)
- Cisco Wireless LAN Support Specialist (WLANFE)
- Certified Meraki Networking Associate (CMNA)
- Nortel Certified Design Specialist (NCDS)
- Nortel Certified Technical Specialist (NCTS)
- Microsoft Certified Systems Administrator (MCSA)
- Microsoft Certified Professional in Windows XP (MCP)
- CompTIA Security+ (computer & network security)
- CompTIA A+ (computer technician)
- Axxcelera Broadband Wireless Certification
- Proxim / Orinoco Wireless WAN / WLAN Silver & Gold Certifications

Brian Kramer, Sr. Systems Engineer

As a Sr. Systems Engineer, Brian ensures seamless customer deployments and serves as the technical, go-to resource for the Cerium Networks Engineering team. He is a network expert with the ability to communicate complex technical concepts and implementation best practices to non-technical audiences. Brian is a Certified Cisco Internetwork Expert (CCIE) - Routing and Switching, which certifies he has the skills required of expert-level network engineers to plan, operate and troubleshoot complex, converged network infrastructure.

Tenure:	Ten years of industry experience, and joined Cerium in 2014.
Education:	Bachelor of Science Gonzaga University, Spokane, WA

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Certifications & Training:

- Cisco Certified Internetwork Expert–Routing & Switching (CCIE-V) (#51305)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Network Associate - Voice (CCNA-V)
- Cisco Certified Network Associate (CCNA)
- VMware Certified Associate – Data Center Virtualization (VCA-DCV)

Daniel Haun, Sr. CSC Support Engineer

Daniel is an accomplished support engineer with over 17 years of industry experience. In this role, Daniel is responsible for answering incoming phone calls and e-mails from customers and addressing their questions and concerns regarding their products and services, as well as troubleshooting any technical problems they may have.

Significant Accomplishments:
Daniel is a CCIE Security credentialed engineer, which is an Expert-level designation that recognizes security experts who have the knowledge and skills to architect, engineer, implement, troubleshoot, and support the full suite of Cisco security technologies and solutions using the latest industry best practices to secure systems and environments against modern security risks, threats, vulnerabilities, and requirements.

Tenure:	18 years of industry experience and joined Cerium in 2015.
Education:	Pacific Union College, Angwin, CA

Certifications & Training:

- Cisco Certified Internetwork Engineer (CCIE)-Security (#22791)
- Cisco Certified Network Professional-Voice (CCNP-V)
- Cisco Certified Network Professional- Collaboration (CCNP Collaboration)
- Cisco Certified Design Professional (CCDP)

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David Galles, CSC Support Engineer	
David works in Cerium's Support Center (CSC) as a support engineer with over 5 years of industry experience. In this role, David is responsible for engaging with customers via phone and e-mails addressing their questions and concerns regarding their products and services, as well as troubleshooting any technical problems they may have. *Primary Technologies Supported:* David supports a wide range of customers, with a special focus on Watchguard and route/switch troubleshooting. David supports the full suite of Watchguard and Cisco Route/Switch technologies and solutions using the latest industry best practices to secure and maintain the customer's systems and environments.	
Tenure:	5 years of industry experience and joined Cerium in 2013.
Education:	ITT Technology, Spokane Falls Community College
Certifications & Training: • Watchguard Firewall Essentials, Watchguard Policies, Cisco Route/Switch, Cisco Voice Training	

Eric Dillon, Systems Engineer	
Eric brings over 20 years of network experience to the City of Spokane engagement. As a network implementation engineer Eric ensures seamless customer deployments and serves as the technical, go-to resource for the implementation team. He is a network expert with the ability to communicate technical concepts and implementation best practices to non-technical audiences. *Significant Accomplishments*: Eric is a CCIE Voice credentialed engineer, which is an Expert-level certification that ensures he has knowledge and experience in collaboration solutions integration and interoperation, configuration, and troubleshooting in complex networks and the challenges of video, mobility, and presence as the foundation for workplace collaboration solutions.	
Tenure:	22 years of industry experience and joined Cerium in 2009.
Education:	Numerous Cisco networking and telephony training

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Certifications & Training:

- CCIE-V (Cisco Certified Internetwork Expert-Voice)
- CCSP (Cisco Certified Security Professional)
- CCNP (Cisco Certified Network Professional)
- CCNP (Cisco Certified Network Professional) – Security
- CCVP (Cisco Certified Voice Professional)
- CCDP (Cisco Certified Design Professional)
- CCNA (Cisco Certified Network Associate)
- CCDA (Cisco Certified Design Associate)

Erik Mattison Network Engineer	
Tenure:	Ten years of industry experience, with Cerium since 2014.
Education:	Central Washington University, BA in IT Administration Management

Certifications & Training:

- Cisco Certified Network Professional (CCNP-S) – Security
- Cisco Certified Network Associate (CCNA-R/S) – Routing & Switching
- Cisco Certified Network Associate (CCNA-W) – Wireless
- Cisco Certified Network Associate (CCNA-S) - Security

Kevin Mayo, Sr. Solutions Architect, Enterprise Networking & Cybersecurity	
Kevin has been an advocate for IT organizations and a leader in IT transformation for more than 20 years. He helps enterprises design, adopt and optimize their digital information systems with the industries most advanced perimeter security solutions, 10G/40G/100G LAN/WAN technologies, hyper-converged compute and all-flash storage data center architectures, 802.11ac Wave-2 multi-gig wireless technologies, and advanced collaboration solutions. He is due to complete his 4th CCNA/CCNP discipline in Advanced Security, the EC-Council Certification Computer Hacking Forensic Investigator (CHFI), and the EC-Council Certified Ethical Hacker (CEH) and plans to complete his Master of Science, Cybersecurity and Information Assurance.	
Tenure:	More than 20 years of industry experience.
Education:	University of Utah – Western Governors University – Sciences/IT Security

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Certifications & Training:

- CISSP – Certified IS Security Professional
- CCNP – Routing, and Switching
- CCVP – Voice and Collaboration
- CCDP – Design Professional
- CCNA – Collaboration
- CCNA – Data Center
- CCNA – Routing, and Switching
- CCDA – Design Associate
- Data Center Systems Engineer Representative
- Express Collaboration Systems Engineer Representative
- Unified Computing Systems Engineer Representative
- Cisco Video Network Representative
- Microsoft Specialist
- Microsoft Certified Solutions Associate

Soon to complete: 4th CCNA/CCNP discipline in Advanced Security, the EC-Council Certification Computer Hacking Forensic Investigator (CHFI), and the EC-Council Certified Ethical Hacker (CEH) and plans to complete his Master of Science, Cybersecurity and Information Assurance.

Nathan Grovhoug, Implementation Engineer	
Tenure:	Nathan has over 14 years of industry experience and joined Cerium in 2014.
Education:	Bachelor of Science in Network Administration, Western Governors University – January 2017

Certifications & Training:

- CCNA Routing and Switching
- CCNA Voice
- CCNP
- MCSA Windows Server 2012
- CMNA
- CompTIA A+
- Security +
- CIW Web Foundations Associate
- Cisco Meraki MMCA

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Ryan Clabaugh, Director of Engineering	
Tenure:	13 years of industry experience and joined Cerium in 2008.
Education:	Eastern Washington University, Cheney, WA • B.S. Computer Engineering Technology • B.S. Technology – Digital Electronics • Minor - Computer Science
Certifications & Training: • Cisco Certified Internetwork Expert (CCIE) – Collaboration (#33665) • Cisco Certified Network Associate (CCNA) Security • Cisco Certified Network Associate (CCNA) • Cisco Certified Design Associate (CCDA) • VMware Certified Associate – Data Center Virtualization (VCA-DCV) • IronPort Certified Security Associate • Certified Meraki Network Associate (CMNA)	

Travis Niedens, Security Practice Technical Lead / Sr. Security Engineer Travis Niedens is an experienced Sr. Security Engineer with over 20 years working in the technical and security industry. Over his career, he has been responsible for designing and implementing security solutions to protect the client's corporate network and cloud computing resources.	
Tenure:	Over 20 years working in the technical and security industry.
Education:	Capella University 1/2013 – Present – In Progress Ph.D. in IT, Information Security and Assurance Masters of Science in IT, Information Security and Assurance National University Bachelors of Science in Information Systems Graduated with Honors

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Certifications & Training:

- ACE
- CCNP
- Cisco Certified Data Center Networking Inf. Support Specialist
- Cisco Certified Security Professional
- Cisco Firewall Specialist
- CISSP Co-author, "Ace the Technical Interview, Fourth Edition," Published by McGraw Hill, 2000. Chapter 14 - Cisco
- ISC2 CISSP #74913

*Additional certifications available upon request

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B. Experience of The Firm

1. Indicate the experience the Firm and any subcontractors have in the following areas: a. Number of years Firm has been in business in the Spokane area. b. Number of years Firm has represented the proposed service(s). c. Other services/products represented.

Cerium Networks has been operating out of our headquarters in Spokane since our inception in October of 2000. Geographically situated in the Northwest, Cerium's primary markets of operation are Washington, Oregon, Idaho, Utah, Montana, Alaska, and California.

We are proud of our strategic partnership with Cisco that began soon after Cerium was founded. We are certified to deliver and service Cisco's full suite of networking, cloud and systems management, data center, security, voice, and wireless solutions. Our certifications demonstrate the depth and breadth of our technical expertise, delivering solutions powered by Cisco infrastructure. Cerium maintains the highest level of certifications offered by Cisco, including:

- Cisco Gold Certified Partner
- Master Specialized
  - Collaboration
  - Security
- Advanced Specialized
  - Data Center
  - Enterprise Networks
- 2015 Customer Gold Star Award

As a Cisco Gold Certified Master Security Specialized Partner, Cerium is recognized as having the highest level of expertise and success selling, deploying, and providing services for sophisticated, value-added Cisco security solutions. Master Security Specialized Partners represent an elite partner community that meets Cisco's most rigorous certification requirements and are therefore recommended as a leading integrator for successfully achieving complex deliveries.

Other Services and Products Represented

Core Cisco Network

Cerium is an advanced Cisco Gold partner and solutions integrator. Cerium maintains several CCIE Routing & Switching certified engineering experts as well as numerous CCNP/CCNA Routing & Switching certified personnel. Cerium also maintains Cisco Architecture Specializations in Advanced Enterprise Networks Architectures and Advanced Data Center Architectures.

By maintaining our high-level Cisco Partner and Architecture specializations, Cerium has proven to the manufacturer (Cisco), and our customers, that we understand how to design, deliver, and optimize Cisco Unified Access and Intelligent WAN solutions.

Cisco Unified Access and intelligent WAN solutions include the advanced technologies of today's digital networks, Internet of Things, industrial and metro Ethernet solutions.

Wireless Networks

Cerium maintains Wireless Advanced Technology Partner status. Cerium has highly experienced pre-sales and consulting systems engineers who specialize in wireless planning (coverage and signal propagation technologies), and indoor and outdoor footprint design (antenna, lightning protection, masts, and cable assemblies). Cerium also in conjunction with its expertise in Cisco Collaboration, is uniquely qualified to deliver the successful quality of service (QoS), for Wi-Fi multimedia and real-time communications.

Cerium in the last six months has designed, installed and optimized the 802.11AC Wave 2 wireless LAN for two local municipal clients. Later this summer, another municipal client will be rolling out an indoor and outdoor Cisco 802.11 wireless LAN for their Waste Water Treatment Plant.

Finally, Cerium ensures 802.11 installation success by its practice and delivery of post-installation wireless validation surveys. Using Cisco preferred Ekahau Wireless Survey Toolkit, Cerium tests after 802.11 deployments for comprehensive wireless coverage, voice and collaboration metrics, traffic analytics, and per-user experience parameters (bandwidth, client density).

Cisco VoIP Systems

Cerium is a Cisco Master Collaboration Specialized Partner. Obtaining a Master Specialization is to reach the highest partner and reseller level within Cisco and the Collaboration Architecture. As a proven Master Specialized Partner, Cerium supports high-risk, complex, and highly integrated Cisco collaboration projects.

The Master Collaboration Specialization ensures the City that Cerium can deliver solutions within the Cisco Collaboration stack including:

- Virtualization
- Call Control
- Unified Messaging – Microsoft 0365 Integration
- Instant Messaging and Presence
- Collaboration Expressway – Firewall Traversal and Interdomain/Intradomain Federation
- Advanced third-party solutions including Singlewire Informacast, Intellidesk, Vocera, and Polycom and SIP endpoint integration
- Unified Telepresence
- Group Collaboration including WebEx, Spark, and other advanced Cisco Cloud offerings
- Unified Contact Center Express

Network Security Risk Assessment Services

Cerium's risk assessment and audit services provide organizations with a baseline of their information security controls providing a clear roadmap to improve their cybersecurity programs. Cerium's services include:

- Compliance Risk Assessments – HIPAA, GLBA, FISMA, NIST, FTI, CJIS, PCI, SOX
- External Vulnerability Assessment
- Internal Vulnerability Assessment
- Penetration Testing
- Social Engineering Testing
- Enterprise Risk Assessment
- Third Party Compliance Reviews
- Regulatory & Compliance Audits

Qualifications

Cerium is a Cisco Master Security Partner. The Master Security accreditation requires that Cerium maintains personnel who hold:

- CCIE Security Certification
- CCNP Security Certification
- Cisco Fire Jumper Level 4
- Project Management Certifications PMP and PRINCE2

The Cisco Fire Jumper includes:

- Recognition and reward framework and mentorship programs for Cisco Pre-Sales Systems Engineer Champions
- The Cisco Fire Jumper is considered to be among the best both technically and in salesmanship, within a partner organization

- Cisco maintains Fire Jumper programs in four competency areas; Content Threat, Malware Threat, Network Threat, and Secure Access and Mobility

Cerium also maintains three ISC2 CISSP accredited professionals within its sales and support organization.

2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.

Lifecycle Service and Support

Ongoing client support is provided by our Cerium's Support Center (CSC). The CSC is staffed by manufacturer-certified technology experts with a long history of delivering superior customer support. CSC support staff is available 24/7/365 via phone, email, web chat, or our secure self-service web portal. This round-the-clock coverage enables the CSC to support our client's mission-critical operations with the resources to keep them up and running quickly if the unexpected happens.

Partnership with the City

Cerium Networks appreciates and respects relationships with its clients and will work diligently to ensure their long-term success. The City and Cerium Networks have enjoyed a business relationship since 2008. Cerium looks forward to our continued and long-term, mutually successful partnership with the City of Spokane into the future.

Past Project List

3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

Our list of projects is extensive. Provided below is a list of relevant projects by scope area that Cerium has deployed over the last two years. Due to our non-disclosure agreements with our clients, we are unable to provide contract information and contacts for this extensive list. All Cisco projects that include hardware or software components include SmartNet services at the time of the contract. We have provided reference information in Section C on the following pages.

Service Category	Project Scope	Vertical
Cisco VoIP Network	Cisco Voice UC Building Expansion	Commercial Business
Cisco VoIP Network	Cisco UC SIP Trunk Deployment	Commercial Business
Cisco VoIP Network	Cisco UC Voice	Financial
Cisco VoIP Network	Cisco UC Voice	Commercial Business
Cisco VoIP Network	CUCM V11 Upgrade/ASA Refresh	Commercial Business
Cisco VoIP Network	Video Collaboration Solution	Commercial Business

Cisco VoIP Network	Center Cisco UC Voice System	Healthcare
Cisco VoIP Network	UC UCCX	Municipal
Cisco VoIP Network	Cisco UC Platform Upgrade	Municipal
Cisco VoIP Network	UCCX PSO	Municipal
Cisco VoIP Network	Cisco UC - Update Three Locations	Corporate Business
Cisco VoIP Network	Cisco UC Voice System	Higher Education
Cisco VoIP Network	Cisco UC Upgrade R11.5 With Servers	Commercial Business
Cisco VoIP Network	Cisco UC Voice	Commercial Business
Cisco VoIP Network	Call Recording for Wire Transfers	Financial
Cisco VoIP Network	Cisco UC Upgrade R11.5	Financial
Cisco VoIP Network	Cisco Switches (2960) and Cisco Voice	Municipal
Cisco VoIP Network	Cisco CME to SRST Migration	Commercial Business
Cisco VoIP Network	Cisco UCM/UCCX/CER	Healthcare
Cisco VoIP Network	Cisco UCM/UCCX	Healthcare
Cisco VoIP Network	Cisco UC Upgrade R10 to R11.5	Financial
Cisco VoIP Network	Cisco UC Router/Gateway Refresh	Commercial Business
Cisco VoIP Network	Cisco UCCX Design & Implementation	Higher Education
Cisco VoIP Network	Cisco UC Voice	Commercial Business
Core Cisco Network	Network Implementation	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Implementation	K-12
Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Switch Implementation Services	K-12
Core Cisco Network	Network Installation	K-12
Core Cisco Network	Switch Implementation Services	K-12
Core Cisco Network	Switch Implementation - Option 2	K-12
Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Core Upgrade	Municipal
Core Cisco Network	Switch Implementation Services	K-12
Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Switch Implementation Services	K-12
Core Cisco Network	Switch Implementation Services	K-12
Core Cisco Network	Cisco Routing PSO	Financial
Core Cisco Network	Cisco Nexus	Commercial Business
Core Cisco Network	PRIME Foundation Deployment	K-12

Core Cisco Network	Switch Implementation	K-12
Core Cisco Network	Switch Implementation Services	K-12
Core Cisco Network	Network Assessment & Server Migration	Commercial Business
Core Cisco Network	Switch Implementation Services	K-12
Core Cisco Network	Core design	Municipal
Core Cisco Network	Multisite Network Assessment	K-12
Core Cisco Network	Network Assessment	Commercial Business
Core Cisco Network	Switch Implementation	Commercial Business
Core Cisco Network	Cisco Data Center 3650 Catalyst and Nexus	Municipal
Core Cisco Network	Cisco 3650 Catalyst Switches	Healthcare
Core Cisco Network	Cisco Meraki Engineering	Commercial Business
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
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Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Core Cisco Network	Network Assessment	K-12
Network Security	Cisco Router/ASA/ Upgrade	Critical Environments
Network Security	ISE Foundation Deployment	K-12
Network Security	Cisco Meraki Firewall Project	Hospitality
Network Security	Cisco Network	Commercial Business
Network Security	ASA FirePower	Financial

Network Security	Multiple Security Enhancements	Critical Environments
Network Security	ASA-SourceFire Upgrade	Financial
Network Security	Cisco ASA5525X SourceFire Update	Municipal
Network Security	Cisco ISE Implementation	Commercial Business
Network Security	Cisco ISE and TrustSec on HyperV	Municipal
Network Security	ISE & PRIME	K-12
Network Security	Cisco ASA Platform Installation	Commercial Business
Network Security	WatchGuard Firewall	Financial
Network Security	ISE Option 1 - AnyConnect NAM	Critical Environments
Network Security	CISCO 5508 ASA	Financial
Network Security	VPN Reconfiguration & Design	Higher Education
Network Security	CUCM V11 Upgrade/ASA Refresh	Commercial Business
Wi-Fi Networking	Network Implementation	Critical Environments
Wi-Fi Networking	Cisco Switch and APs	K-12
Wi-Fi Networking	Wireless and Management-Security	Municipal
Wi-Fi Networking	Cisco Wireless LAN Controller	Municipal
Wi-Fi Networking	Wireless Site Survey	Commercial Business
Wi-Fi Networking	Meraki Professional Services	Commercial Business
Wi-Fi Networking	Wireless Baseline Assessment	Commercial Business
Wi-Fi Networking	Meraki Wireless Design and Implementation	Commercial Business
Wi-Fi Networking	Cisco Wireless LAN Controller Design & Implementation	Healthcare

C. References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

Company Name and City	Contact Name Phone Number	Scope of Services (Type/Size)	Timeframe of Coverage
City of Tacoma	Linda Trehuba (253) 591-5291	Cerium won a competitive RFP for SmartNet services in June 2015, renewed it in a competitive RFP in 2016, and then renewed it again for a 18-month contract (to meet their biennium budget process) in 2017. We are currently working to extend it to May 31st, 2019 to match the NASPO contract renewal date.	Cerium has been a trusted business partner implementing multiple communication projects for the City of Tacoma for over 12 years.

Washington Trust Bank	Tony Mathews 509-353-4138	Washington Trust Bank has completed multi-year SmartNet renewals with Cerium Networks since 2011. The reason for the multi-year agreements is to provide contract savings versus annual agreements and the more predominant reason is for pricing protection on the hardware/software that locks in the support rate for the term and is not subject to possible support increases annually.	3-Year SmartNet Renewal – 1.3M
Schweitzer Engineering Laboratories (SEL)	Scott Thompson (509) 334-8818	SEL had traditionally completed 1-Year renewals. Cerium proposed a multi-year agreement with SEL to provide additional savings and utilized Cisco Capital to finance the 3-Year renewal and provided the customer a 0% interest annual payment solution to meet budget requirements.	3-year SmartNet Renewal – 1.1M
BECU	Bob Phinney (206) 439-5981	SmartNet Renewal – (400k) Cisco Data Center Project (3M)	SmartNet: 3-year agreement 2017-2020 Cisco Data Center: 2017-2018

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Spokane County	Patrick Ferrell (509) 477-6308	Deployment and ongoing support of their voice and data communications for 2300 endpoints over 10 County locations. Ongoing support is provided through Cisco SMARTnet as well as Cerium Support Agreement.	Cerium Networks has been actively engaged with Spokane County since 2000.

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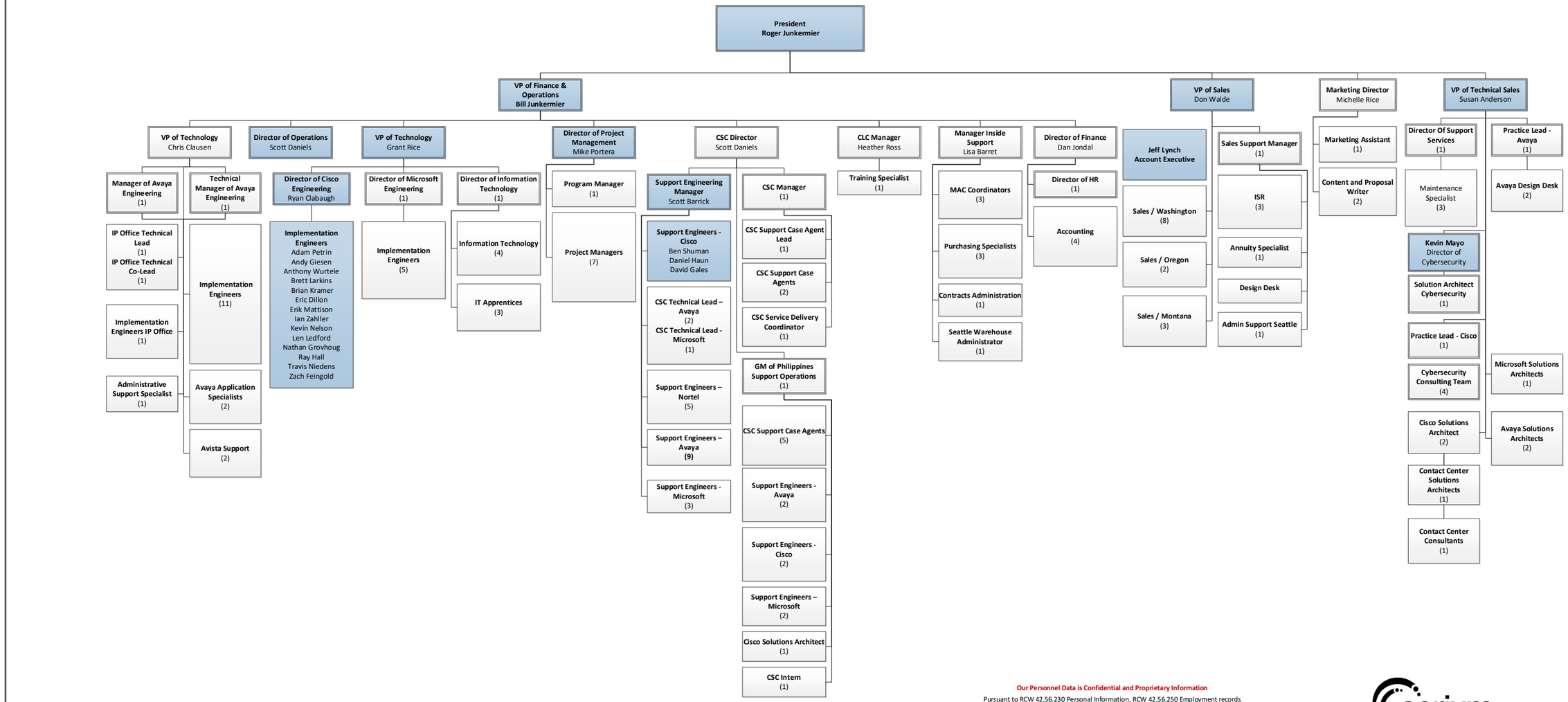
D. Related Information

If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

Cerium Networks Response:

Cerium Networks has not had a contract terminated for default in the last five (5) years or, for that matter, in its history as a company.



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4.5 Cost Proposal

A. SmartNet Quote

Provide the annual SmartNet quote, co-terminated on December 31, 2020 using the following format for each equipment type or chargeable line item:

Item Description Quantity Annual Rate Total

Cerium's quote, as detailed above) is provided on the following pages.

City of Spokane Smartnet Renewal 2018
Coterminous End Date 12/31/2019
Please Note: There are devices that will go end of support before the end of this contract period. The End of Support Date is noted in column "H" in Red font.

	Contract 2384749 **SNTC 8X5XNBD**									
Quan	**Service Product Number**	**Product Number**	**Serial Number**	**Install Site**	**Install Address**	**Begin Date**	**End Date**	**Each List**	**Ext List**	**Price**
1	CON-SNT-AIRBAP15	AIR-AP1562E-B-K9	FGL2119B03Z	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 72.00	$ 72.00	$ 50.40
1	CON-SNT-CT255	AIR-CT2504-5-K9	PSZ19231EUR	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 177.00	$ 177.00	$ 123.90
1	CON-SNT-AIRCT853	AIR-CT8510-300-K9	E2K8315	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 11,700.00	$ 11,700.00	$ 8,190.00
1	CON-SNT-AIRCT85	AIR-CT8510-HA-K9	E2VW857	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 6,240.00	$ 6,240.00	$ 4,368.00
1	CON-SNT-AS5B50K9	ASA5505-50-BUN-K9	JMX184340LK	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 101.00	$ 101.00	$ 70.70
1	CON-SNT-AS5B50K9	ASA5505-50-BUN-K9	JMX184340P8	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 101.00	$ 101.00	$ 70.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1201Z039	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1432Z1TM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1432Z1TR	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1628Z0N9	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1734Z0PQ	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX173541CN	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX173541HB	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1735Z12W	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX174540MX	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1745Z0TW	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX181240QX	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1815413G	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1815413K	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1815Z17P	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1815Z17Z	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z0U4	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z0ZY	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z106	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z10B	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z10C	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z10G	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z10T	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1816Z11C	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1817411B	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1817Z1L2	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1818Z0AS	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5BUNK9	ASA5505-BUN-K9	JMX1818Z0AT	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-AS5K8	ASA5505-K8	JMX162240A0	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 71.00	$ 71.00	$ 49.70
1	CON-SNT-ASAK506F	ASA5506-FTD-K9	JMX2101Y02N	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 119.00	$ 119.00	$ 83.30
1	CON-SNT-ASA5506K	ASA5506-K9	JMX1928409YN	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 119.00	$ 119.00	$ 83.30
1	CON-SNT-ASA5506K	ASA5506-K9	JMX2002Z07T	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 119.00	$ 119.00	$ 83.30
1	CON-SNT-A15SDK9	ASA5515-SSD120-K9	FTX182610RL	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 772.00	$ 772.00	$ 540.40
1	CON-SNT-A15SDK9	ASA5515-SSD120-K9	FTX182610RM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 772.00	$ 772.00	$ 540.40
1	CON-SNT-ASA556F9	ASA5516-FPWR-K9	JMX2131Y2NC	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 719.00	$ 719.00	$ 503.30
1	CON-SNT-ASA556F9	ASA5516-FPWR-K9	JMX2131Y2SB	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 719.00	$ 719.00	$ 503.30
1	CON-SNT-A25FPK9	ASA5525-FPWR-K9	FTX2110W1RY	CITY OF SPOKANE FIRE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,151.00	$ 1,151.00	$ 805.70
1	CON-SNT-A25FPK9	ASA5525-FPWR-K9	FTX2110W1S0	CITY OF SPOKANE FIRE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,151.00	$ 1,151.00	$ 805.70
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2102W06K	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,115.00	$ 1,115.00	$ 780.50
1	CON-SNT-ASA5525F	ASA5525-FTD-K9	FTX2102W06M	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,115.00	$ 1,115.00	$ 780.50
1	CON-SNT-BE7HM40K	BE7H-M4-K9	FCH2015V1X2	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 424.00	$ 424.00	$ 296.80
1	CON-SNT-BE7HM40K	BE7H-M4-K9	FCH2015V23Q	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 424.00	$ 424.00	$ 296.80
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDL	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 649.00	$ 649.00	$ 454.30
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 649.00	$ 649.00	$ 454.30
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDP	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 649.00	$ 649.00	$ 454.30
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDS	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 649.00	$ 649.00	$ 454.30
1	CON-SNT-2951	CISCO2951/K9	FTX1633AKGT	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,137.00	$ 1,137.00	$ 795.90
1	CON-SNT-2951SEC	CISCO2951-SEC/K9	FTX1410AHGJ	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,136.00	$ 1,136.00	$ 795.20
1	CON-SNT-7925G1K	CP-7925G-A-K9=	IAC1745A2G3	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-OCT-2019	$ 83.01	$ 83.01	$ 58.11
1	CON-SNT-7925G1K	CP-7925G-A-K9=	IAC1938A47E	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-OCT-2019	$ 83.01	$ 83.01	$ 58.11
1	CON-SNT-7925G1K	CP-7925G-A-K9=	IAC1939A06R	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-OCT-2019	$ 83.01	$ 83.01	$ 58.11
1	CON-SNT-CP7937	CP-7937G=	0004F2EB7EA8	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-MAR-2019	$ 16.82	$ 16.82	$ 11.77
1	CON-SNT-CP7937	CP-7937G=	0004F2EB7EDF	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-MAR-2019	$ 16.82	$ 16.82	$ 11.77
1	CON-SNT-CP7937	CP-7937G=	0004F2EB8135	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-MAR-2019	$ 16.82	$ 16.82	$ 11.77
1	CON-SNT-CP7937	CP-7937G=	0004F2F0243D	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-MAR-2019	$ 16.82	$ 16.82	$ 11.77
1	CON-SNT-CP7937	CP-7937G=	0004F2F23A2F	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-MAR-2019	$ 16.82	$ 16.82	$ 11.77
1	CON-SNT-CP7937	CP-7937G=	0004F2F25124	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-MAR-2019	$ 16.82	$ 16.82	$ 11.77
1	CON-SNT-CP7937	CP-7937G=	0004F2F25669	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-MAR-2019	$ 16.82	$ 16.82	$ 11.77
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH194126QK	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 56.00	$ 56.00	$ 39.20
1	CON-SNT-CP8831K9	CP-8831-K9=	FCH194623L0	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 56.00	$ 56.00	$ 39.20
1	CON-SNT-CPK8832K	CP-8832-K9	FCH2224DKV2	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -

City of Spokane Smartnet Renewal 2018
Coterminous End Date 12/31/2019
Please Note: There are devices that will go end of support before the end of this contract period. The End of Support Date is noted in column "H" in Red font.

	Contract 2384749 **SNTC 8X5XNBD**									
Quan	**Service Product Number**	**Product Number**	**Serial Number**	**Install Site**	**Install Address**	**Begin Date**	**End Date**	**Each List**	**Ext List**	**Price**
	CON-SNT-CPK8832K	CP-8832-K9	FCH2226DRCS	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
	CON-SNT-CPK8832K	CP-8832-K9	FCH22282242	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
	CON-SNT-CPK8832K	CP-8832-K9	FCH2229D77S	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1	CON-SNT-C93004PA	C9300-48P-A	FOC2221Q0TC	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1	CON-SNT-FMC2500K	FMC2500-K9	FCH2119V35E	CITY OF SPOKANE - IT DEPT	WEST 808 SPOKANE FALLS BLVD	01-FEB-2019	31-DEC-2019	$ 6,752.29	$ 6,752.29	$ 4,726.60
1	CON-SNT-FMC2500K	FMC2500-K9	FCH2119V35F	CITY OF SPOKANE - IT DEPT	WEST 808 SPOKANE FALLS BLVD	01-FEB-2019	31-DEC-2019	$ 6,752.29	$ 6,752.29	$ 4,726.60
1	CON-SNT-FPR21GFN	FPR2120-NGFW-K9	JMX2136Y075	CITY OF SPOKANE - IT DEPT	WEST 808 SPOKANE FALLS BLVD	10-FEB-2019	31-DEC-2019	$ 1,424.66	$ 1,424.66	$ 997.26
1	CON-SNT-FPR21GFN	FPR2120-NGFW-K9	JMX2136Y077	CITY OF SPOKANE - IT DEPT	WEST 808 SPOKANE FALLS BLVD	10-FEB-2019	31-DEC-2019	$ 1,424.66	$ 1,424.66	$ 997.26
1	CON-SNT-IE20001	IE-2000-16TC-G-N	FDO2148T007	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1	CON-SNT-IE20001	IE-2000-16TC-G-N	FDO2209T0NK	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1302Z1PT	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1307V5AT	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1322Z128	CITY OF SPOKANE CITY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1330Z6CR	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1331Z1DQ	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z065	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z06D	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z06Z	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z07H	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z08C	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z09E	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0AB	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0AR	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0B6	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0BK	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0CE	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0CG	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z0CL	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1344V3CD	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0S2	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0TC	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0VG	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346V0WF	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346Z0XA	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1346Z0XK	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1430Y3MR	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1434V53F	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1436V0VM	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1436V103	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1436X2HG	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1439X4DD	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1440Y44J	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1440Y44M	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V055	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V05K	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V077	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V079	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441V084	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5PQ	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5Q9	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5QE	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5QQ	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5QU	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5UF	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441W5UM	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X47J	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X47P	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X47Q	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1441X487	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1521Y1SJ	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1521Z02U	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W28Z	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2AH	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2AN	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2CC	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2CH	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20

City of Spokane Smartnet Renewal 2018
Coterminous End Date 12/31/2019
Please Note: There are devices that will go end of support before the end of this contract period. The End of Support Date is noted in column "H" in Red font.

	Contract 2384749									
	SNTC 8X5XNBD									
Quan	**Service Product Number**	**Product Number**	**Serial Number**	**Install Site**	**Install Address**	**Begin Date**	**End Date**	**Each List**	**Ext List**	**Price**
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2CK	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522W2D9	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X04S	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X04X	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X056	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X05C	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X05E	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X05R	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X068	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X069	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X06E	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X077	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522X07T	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522Z17X	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1522Z187	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1523Z051	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1523Z05P	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1523Z09U	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1523Z0A3	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1545Z0TX	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1601X0YU	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1601X10H	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1721V04C	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1816V0UU	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1841Y2Z9	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1841Y2ZA	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1841Y2ZK	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC2016Z58F	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC2016Z58G	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE34TC	IE-3000-4TC	FOC2016Z5CR	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 86.00	$ 86.00	$ 60.20
1	CON-SNT-IE38TC	IE-3000-8TC	FOC1433X25A	CITY OF SPOKANE CITY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 115.00	$ 115.00	$ 80.50
1	CON-SNT-IE38TC	IE-3000-8TC	FOC1433Y11S	CITY OF SPOKANE CITY	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 115.00	$ 115.00	$ 80.50
1	CON-SNT-IE38TC	IE-3000-8TC	FOC1512Y59U	CITY OF SPOKANE WTE CADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 115.00	$ 115.00	$ 80.50
1	CON-SNT-IEM3004P	IEM-3000-4PC=	FDO2015U024	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 87.00	$ 87.00	$ 60.90
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI16370051	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 225.00	$ 225.00	$ 157.50
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI163706LM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 225.00	$ 225.00	$ 157.50
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI163706QK	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 225.00	$ 225.00	$ 157.50
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI163706R0	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 225.00	$ 225.00	$ 157.50
1	CON-SNT-N4005I	N4K-4005I-XPX	FOC15375VYZ	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 665.00	$ 665.00	$ 465.50
1	CON-SNT-N4005I	N4K-4005I-XPX	FOC15441VMH	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 665.00	$ 665.00	$ 465.50
1	CON-SNT-SNS3495	SNS-3495-M-ISE-K9	FCH1801V0ML	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 4,253.00	$ 4,253.00	$ 2,977.10
1	CON-SNT-SNS3495	SNS-3495-M-ISE-K9	FCH1850V1ME	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 4,253.00	$ 4,253.00	$ 2,977.10
1	CON-SNT-C220M4S	UCSC-C220-M4S	FCH2015V1ZN	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 331.00	$ 331.00	$ 231.70
1	CON-SNT-VG204XM	VG204XM	FCH1803R03S	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 104.00	$ 104.00	$ 72.80
1	CON-SNT-VG204XM	VG204XM	FCH1929S0PQ	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 104.00	$ 104.00	$ 72.80
1	CON-SNT-VG204XM	VG204XM	FCH1929S0QB	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 104.00	$ 104.00	$ 72.80
1	CON-SNT-VG224	VG224	FTX1820AK93	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 620.00	$ 620.00	$ 434.00
1	CON-SNT-VG310ICV	VG310	FTX1846AH25	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 449.00	$ 449.00	$ 314.30
1	CON-SNT-WSC604DL	WS-C2960X-24PD-L	FCW2038B1AY	CITY OF SPOKANE FIRE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 289.00	$ 289.00	$ 202.30
1	CON-SNT-WSC3560C	WS-C3560CG-8PC-S	FOC1641Y4RW	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 123.00	$ 123.00	$ 86.10
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2107Y1X0	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 107.00	$ 107.00	$ 74.90
1	CON-SNT-WSC38PCS	WS-C3560CX-8PC-S	FOC2107Z0RR	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 107.00	$ 107.00	$ 74.90
1	CON-SNT-3750X2PS	WS-C3750X-24P-S	FDO1546Z0K1	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 554.00	$ 554.00	$ 387.80
1	CON-SNT-WSC3851E	WS-C3850-12XS-E	FCW2109F0ZY	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 976.00	$ 976.00	$ 683.20
1	CON-SNT-WSC3851E	WS-C3850-12XS-E	FOC2109U13S	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 976.00	$ 976.00	$ 683.20
1	CON-SNT-WS-C384PS	WS-C3850-24P-S	FCW2048D1LL	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 469.00	$ 469.00	$ 328.30
1	CON-SNT-WSC384TE	WS-C3850-24T-E	FCW1833C1LD	CITY OF SPOKANE WTE CADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 675.00	$ 675.00	$ 472.50
1	CON-SNT-WSC16SFX	WS-C4500X-16SFP+	JAE204108WU	CITY OF SPOKANE FIRE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,080.00	$ 1,080.00	$ 756.00
								SNT Total	**$ 76,431.67**	**$ 53,502.17**

City of Spokane Smartnet Renewal 2018
Coterminous End Date 12/31/2019
Please Note: There are devices that will go end of support before the end of this contract period. The End of Support Date is noted in column "H" in Red font.

Contract 95703278
SNTC TAC & IOS Updates with no hardware replacement (SW)

Quan	Service Product Number	Product Number	Serial Number	Install Site	Install Address	Begin Date	End Date	Each List	Ext List	Price
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2119M3Q1	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 46.00	$ 46.00	$ 32.20
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2119M3Q2	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 46.00	$ 46.00	$ 32.20
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2119M3Q3	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 46.00	$ 46.00	$ 32.20
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2119M3Q4	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 46.00	$ 46.00	$ 32.20
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2134N2QL	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	09-JAN-2019	31-DEC-2019	$ 44.99	$ 44.99	$ 31.49
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2134N2QM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	09-JAN-2019	31-DEC-2019	$ 44.99	$ 44.99	$ 31.49
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2134N2QN	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	09-JAN-2019	31-DEC-2019	$ 44.99	$ 44.99	$ 31.49
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2134N2QP	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	09-JAN-2019	31-DEC-2019	$ 44.99	$ 44.99	$ 31.49
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2134N2QZ	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	09-JAN-2019	31-DEC-2019	$ 44.99	$ 44.99	$ 31.49
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2134N2R0	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	09-JAN-2019	31-DEC-2019	$ 44.99	$ 44.99	$ 31.49
1	CON-SW-AIRBAP28	AIR-AP2802E-B-K9	FJC2134N2R1	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	09-JAN-2019	31-DEC-2019	$ 44.99	$ 44.99	$ 31.49
1	CON-SW-AIRAPIKB	AIR-AP2802I-B-K9	FDW2133B1FZ	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 42.00	$ 42.00	$ 29.40
1	CON-SW-AIRAPIKB	AIR-AP2802I-B-K9	FDW2133D1CF	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 42.00	$ 42.00	$ 29.40
1	CON-SW-AIRCAPN2	AIR-CAP2602I-A-K9	FTX1717J09Q	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 41.00	$ 41.00	$ 28.70
1	CON-SW-AIRCAPN2	AIR-CAP2602I-A-K9	FTX1732J0H5	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 41.00	$ 41.00	$ 28.70
1	CON-SW-AIRCAPN2	AIR-CAP2602I-A-K9	FTX1734J5YR	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 41.00	$ 41.00	$ 28.70
1	CON-SW-AIRCAPN2	AIR-CAP2602I-A-K9	FTX1734J60A	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 41.00	$ 41.00	$ 28.70
1	CON-SW-AIRCAPN2	AIR-CAP2602I-A-K9	FTX1734J60D	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 41.00	$ 41.00	$ 28.70
1	CON-SW-AIRCAPN2	AIR-CAP2602I-A-K9	FTX1734J60Z	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 41.00	$ 41.00	$ 28.70
1	CON-SW-ARP2IBK9	AIR-CAP2602I-B-K9	FCW2021NL5Q	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 45.00	$ 45.00	$ 31.50
1	CON-SW-IE34TC	IE-3000-4TC	FOC1732S9EA	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 70.00	$ 70.00	$ 49.00
1	CON-SW-IE34TC	IE-3000-4TC	FOC1734V33Z	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 70.00	$ 70.00	$ 49.00
1	CON-SW-IE34TC	IE-3000-4TC	FOC1734V346	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 70.00	$ 70.00	$ 49.00
1	CON-SW-IE34TC	IE-3000-4TC	FOC1734V34C	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 70.00	$ 70.00	$ 49.00
1	CON-SW-IE34TC	IE-3000-4TC	FOC1734V34Y	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 70.00	$ 70.00	$ 49.00
1	CON-SW-IE34TC	IE-3000-4TC	FOC1734V37H	CITY OF SPOKANE TRAFFIC	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 70.00	$ 70.00	$ 49.00
1	CON-SW-C296C8PC	WS-C2960C-8PC-L	FOC1710Y2E2	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 43.00	$ 43.00	$ 30.10
1	CON-SW-C296C8PC	WS-C2960C-8PC-L	FOC1731Y08K	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 43.00	$ 43.00	$ 30.10
1	CON-SW-WSC604DL	WS-C2960X-24PD-L	FCW2110B2Z0	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 235.00	$ 235.00	$ 164.50
1	CON-SW-WSC296XL	WS-C2960X-48FPD-L	FCW1832A53B	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 410.00	$ 410.00	$ 287.00
1	CON-SW-WSC296XL	WS-C2960X-48FPD-L	FCW2121A4AP	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 410.00	$ 410.00	$ 287.00
1	CON-SW-WSC296XL	WS-C2960X-48FPD-L	FOC1834S5MP	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 410.00	$ 410.00	$ 287.00
1	CON-SW-WSC296XL	WS-C2960X-48FPD-L	FOC2027W0FM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 410.00	$ 410.00	$ 287.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1842Z6Q0	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z052	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z056	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z057	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z05E	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z05J	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z05N	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z06J	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1843Z20J	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC3560C	WS-C3560CG-8PC-S	FOC1846Y5RY	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 100.00	$ 100.00	$ 70.00
1	CON-SW-WSC38PCS	WS-C3560CX-8PC-S	FOC2044Z4S8	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 87.00	$ 87.00	$ 60.90
1	CON-SW-WS-C384PS	WS-C3850-24P-S	FCW1838C0EA	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 381.00	$ 381.00	$ 266.70
1	CON-SW-WS-C384PS	WS-C3850-24P-S	FCW1838C0EB	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 381.00	$ 381.00	$ 266.70
1	CON-SW-WS-C384PS	WS-C3850-24P-S	FOC1838X0DG	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 381.00	$ 381.00	$ 266.70
1	CON-SW-WS-C384PS	WS-C3850-24P-S	FOC1838X0E9	CITY OF SPOKANE WRF SCADA	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 381.00	$ 381.00	$ 266.70
1	CON-SW-WS-C384PS	WS-C3850-24P-S	FOC1838X0EM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 381.00	$ 381.00	$ 266.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FCW1844C0Q0	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FCW1844C0QC	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1730V1JD	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U001	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U00N	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U00S	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U042	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U04B	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U04T	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U04U	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731U050	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731V0CB	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70

City of Spokane Smartnet Renewal 2018
Coterminous End Date 12/31/2019
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Contract 95703278
SNTC TAC & IOS Updates with no hardware replacement (SW)

Quan	Service Product Number	Product Number	Serial Number	Install Site	Install Address	Begin Date	End Date	Each List	Ext List	Price
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731V0CC	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731V0CL	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731V0QM	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731V0UJ	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X008	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X042	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X04R	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X04X	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X04Z	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X09W	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X0B1	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X0BB	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X0BF	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X0BH	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X0BK	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X0BM	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731X0C4	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z06N	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z07Y	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z0D5	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z0J4	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z0JS	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z1D8	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z1DA	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1731Z1HG	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1816X067	CITY OF SPOKANE	44 W RIVERSIDE AVE	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1844U0RB	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
1	CON-SW-WSC388FS	WS-C3850-48F-S	FOC1844X0QM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 731.00	$ 731.00	$ 511.70
								SW Total	**$ 35,486.93**	**$ 24,840.85**

City of Spokane Smartnet Renewal 2018
Coterminous End Date 12/31/2019

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	Contract 90175098 **SNTC 24X7X4 (SNTP)**									
Quan	**Service Product Number**	**Product Number**	**Serial Number**	**Install Site**	**Install Address**	**Begin Date**	**End Date**	**Each List**	**Ext List**	**Price**
1	CON-SNTP-AS5ULBK9	ASA5505-UL-BUN-K9	JMX1312Z0HG	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 209.00	$ 209.00	$ 146.30
1	CON-SNTP-C5596UPB	N5K-C5596UP-BUN	FOX1633G80P	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 3,317.00	$ 3,317.00	$ 2,321.90
1	CON-SNTP-5596UP	N5K-C5596UP-FA	FOX1633G7GE	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 3,750.00	$ 3,750.00	$ 2,625.00
1	CON-SNTP-NCSAPL9	PRIME-NCS-APL-K9	KQ4V9WF	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2,758.00	$ 2,758.00	$ 1,930.60
1	CON-SNTP-WSC604DL	WS-C2960X-24PD-L	FCW2038B18U	CITY OF SPOKANE FIRE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 462.00	$ 462.00	$ 323.40
1	CON-SNTP-WSC604DL	WS-C2960X-24PD-L	FCW2038B1RV	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 462.00	$ 462.00	$ 323.40
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE173104F7	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,728.00	$ 1,728.00	$ 1,209.60
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE173104H8	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,728.00	$ 1,728.00	$ 1,209.60
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE204108WD	CITY OF SPOKANE FIRE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,728.00	$ 1,728.00	$ 1,209.60
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE204108X0	CITY OF SPOKANE FIRE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,728.00	$ 1,728.00	$ 1,209.60
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE212603W7	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,728.00	$ 1,728.00	$ 1,209.60
1	CON-SNTP-WSC16SFX	WS-C4500X-16SFP+	JAE2126042H	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,728.00	$ 1,728.00	$ 1,209.60
1	CON-SNTP-C45X32SF	WS-C4500X-32SFP+	JAE16450E9O	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2,880.00	$ 2,880.00	$ 2,016.00
1	CON-SNTP-C45X32SF	WS-C4500X-32SFP+	JAE164706GM	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2,880.00	$ 2,880.00	$ 2,016.00
1	CON-SNTP-C45X32SF	WS-C4500X-32SFP+	JAE17310878	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2,880.00	$ 2,880.00	$ 2,016.00
1	CON-SNTP-C45X32SF	WS-C4500X-32SFP+	JAE1731088M	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2,880.00	$ 2,880.00	$ 2,016.00
1	CON-SNTP-C45X32SF	WS-C4500X-32SFP+	JAE173108AP	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2,880.00	$ 2,880.00	$ 2,016.00
1	CON-SNTP-C45X32SF	WS-C4500X-32SFP+	JAE173108N7	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2,880.00	$ 2,880.00	$ 2,016.00
								SNTP Total	**$ 38,606.00**	**$ 27,024.20**

City of Spokane Smartnet Renewal 2018
Coterminous End Date 12/31/2019

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Contract 90175100
SWSS UPGRADES Software Support plus Upgrades (ECMU)

Quan	Service Product Number	Product Number	Serial Number	Install Site	Install Address	Begin Date	End Date	Each List	Ext List	Price
25	CON-ECMU-CCX1AQMS	CCX-11-11UQAQMS1		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	10-JAN-2019	31-DEC-2019	$ 108.26	$ 2,706.50	$ 1,894.55
5	CON-ECMU-CCCR1LIC	CCX-11-CR-LIC		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 52.00	$ 260.00	$ 182.00
106	CON-ECMU-CCX11NLC	CCX-11-N-P-LIC		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 320.00	$ 33,920.00	$ 23,744.00
25	CON-ECMU-CC11QLMI	CCX-11-QM-LIC		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 79.00	$ 1,975.00	$ 1,382.50
1700	CON-ECMU-ER11USR1	ER11-USR-1		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 2.00	$ 3,400.00	$ 2,380.00
1	CON-ECMU-VMWSW10	FS-VMW-10-SW-K9	7361J7B4F21	CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 400.00	$ 400.00	$ 280.00
1	CON-ECMU-LICXENHA	LIC-CUCM-11X-ENH-A		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1	CON-ECMU-LICXENHA	LIC-CUCM-11X-ENH-A		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1	CON-ECMU-LICXENHA	LIC-CUCM-11X-ENH-A		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1	CON-ECMU-LICXENHA	LIC-CUCM-11X-ENH-A		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	Current	31-DEC-2019	$ -	$ -	$ -
1700	CON-ECMU-UWLST1K	LIC-UWL-STD1K		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 50.00	$ 85,000.00	$ 59,500.00
3	CON-ECMU-SSLEDB	L-LIC-UWL-S-SLED-B		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 50.00	$ 150.00	$ 105.00
1	CON-ECMU-PI2XBASE	L-PI2X-BASE		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 19.00	$ 19.00	$ 13.30
1	CON-ECMU-P2XLF1H	L-PI2X-LF-100-U		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,799.00	$ 1,799.00	$ 1,259.30
1	CON-ECMU-P2XLF50	L-PI2X-LF-50-U		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,059.00	$ 1,059.00	$ 741.30
1	CON-ECMU-LWPI2X00	L-W-PI2X-100-U		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 1,799.00	$ 1,799.00	$ 1,259.30
1	CON-ECMU-IPDEVUWL	L-PUB-IP-DEV-UWL		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 15.00	$ 15.00	$ 10.50
3	CON-ECMU-VMWVS5HL	VMW-VS5-HYP-USEL		CITY OF SPOKANE	WEST 808 SPOKANE FALLS BLVD	01-JAN-2019	31-DEC-2019	$ 90.00	$ 270.00	$ 189.00
								ECMU Total	**$ 132,772.50**	**$ 92,940.75**
									Grand Total	**$ 198,307.97**

B. Services Quote

Provide below the hourly billing rates for each category of service you provide, reflecting the complete list of all services offered by your Firm.

Service Description/Role Hourly Rate

Type of Service (Normal hours are 7:00AM–6:00PM PST)	***In Hours Request Fees (per hour; 2-hour minimum)***	***Outside Hours Request Fees (per hour; 2-hour minimum)***
Simplex Request (Remote)	$160.00	$240.00
Complex Request (Remote)	$180.00	$270.00
Simplex Request (On-Site)	$180.00	$270.00
Complex Request (On-Site)	$200.00	$300.00

The above service categories and associated rates apply to consulting and engineering services provided by Cerium Networks. Our technology services categories encompass but are not limited to: data networking, data center and storage, wireless, unified communications, network security assessments, staff augmentation.

List/define any additional costs for travel to and/or from the City's site(s) for any of the above staff.

Travel costs are not required for the majority of engagements for the City.

Describe any discounts or bundling that reduces the cost for specific projects.

Each engagement for project will leverage all applicable manufacturer promotions for hardware and/or software. A detailed Statement of Work will be provided detailing project timelines and tasks required so that the City is able to fully leverage internal IT resources and Cerium is able to fully leverage our resources for the successful delivery and completion of the project.

CERINET-01 WRICHARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/06/2018

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

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

PRODUCER	CONTACT NAME:	
Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	PHONE (A/C, No, Ext): (509) 838-3501	FAX (A/C, No): (509) 838-3511
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance Company	27154
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CERIUM NETWORKS, INC.
1636 W 1st Ave
Spokane, WA 99201

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7110144360004	05/15/2018	05/15/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						**EMPLOYERS LIAB**	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			7110144360004	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			7110144360004	05/15/2018	05/15/2019	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		4060436170002	12/31/2017	12/31/2018	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wendy Richard

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Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0799
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	**Cross Ref #**	
Contact Name/Phone	MICHAEL 625-6468	**Project #**	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	TBD 2019 FUNDS
Agenda Item Name	5300 NUVODIA PARKING & SPECIAL EVENTS		

Agenda Wording

Contract with Nuvodia, LLC. for Business Analysis Professional Services for the Parking System replacement system RFP/Implementation and Special Events process re-engineering. Contract cost is $162,147.20 inc. tax. Term is Jan. 1, 2019-Dec. 31, 2019.

Summary (Background)

Parking System Replacement RFP & Implementation - For the PMO to provide the Business Analysis and Continuous Improvement skill and tool sets required to replace the City's current parking issuance system and improve parking processes and integration with ancillary systems. Development Services Center - Continue work to improve the Special Event process, tools, and reporting for the customers of the process (public) and the City Employees managing the process.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 81,073.60 inc tax	**#** TBD 2019 PMO FUNDS
Expense	**$** 81,073.60 inc tax	**#** TBD 2019 NBS FUNDS
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SLOON, MICHAEL	**Study Session**	Urban Dev 12/10/18
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Nuvodia - cpatrick@nuvodia.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The scope of services includes development of a new policy document and new development standards through a public participation process.

Summary (Background)

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
nzollinger@spokanecity.org	
cbrazington@spokanecity.org	

Briefing Paper
Urban Development Committee

Division & Department:	Neighborhood & Business Services (Project Management Office)
Subject:	Parking System replacement system RFP/Implementation and Special Events process re-engineering Business Analysis Professional Services – Nuvodia, Inc. Spokane, WA.
Date:	
Author (email & phone):	Kris Becker (kbecker@spokanecity.org) 625-6392 Dusty Fredrickson (dfredrickson@spokanecity.org) 625-6482
City Council Sponsor:	
Executive Sponsor:	Dawn Kinder
Committee(s) Impacted:	Urban Development Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	**Project Management Office (On Behalf of DSC)** Authorization for Business Analysis Professional Services to support: • Parking system RFP and vendor selection • Parking system implementation **Development Services Center** Authorization for Business Analysis Professional Services to support: • Special Events process, tool, and reporting re-engineering
Strategic Initiative:	Urban Experience and Sustainable Resources
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	**Parking System Replacement RFP & Implementation** For the PMO to provide the Business Analysis and Continuous Improvement skill and tool sets required to replace the City's current parking issuance system and improve parking processes and integration with ancillary systems. **Development Services Center** Continue work to improve the Special Event process, tools, and reporting for the customers of the process (public) and the City Employees managing the process.

Background/History:

Parking System Replacement RFP & Implementation: Q1 2019 to mid-2020

From issuance of a parking citation to its resolution by payment or adjudication, the Parking system as a whole involves 15 disparate systems.

Shortcomings of these systems, and lack of integration between them, result in an unpleasant public experience and inefficient Parking Enforcement, Municipal Court, and Accounting operations at an estimated cost of more than $400,000 in lost parking revenue per year for the City.

The Business Analyst role will fill a vital need for the support of DSC by the PMO in addressing these current-state challenges by:

- Mapping current state parking processes and systems
- Defining system and process requirements

- Developing an RFP to identify the optimal future-state system solution
- Participating as a core team member to implement the replacement solution
- Re-engineering Parking Enforcement, Municipal Court, and City Accounting processes

Without funding for this position, this work cannot begin and will be delayed by 9 to 12 months.

Special Events Process Improvement: Q1 2019 to end-Q3 2019

The City of Spokane is committed to supporting community enhancing special events by providing a transparent and collaborative permitting process for our citizens and customers. The current application process is paper based and can require review by more than 10 different departments. Applicants may be required to pull multiple permits for the same event. Customer feedback has shown that the process is confusing, expensive, and inefficient. Staff have expressed similar concerns and a desire to create a streamlined and transparent process.

This project began early this year and the process mapping for the current state has been completed. Staff have identified process improvements to achieve the desired future state. The business analyst is needed to define the system and process requirements and facilitate the implementation of the process improvements. The process changes will impact many departments across the City and the business analyst will provide documentation of the changes to insure a consistent application across all departments.

Executive Summary:

- **Business Analysis Professional Services: $162,147.20 ($149,400.00 plus applicable taxes of $13,147.20).*

**50/50 cost split between NBS and PMO*

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts:

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

580-1

NUVODIA, LLC
801 S STEVENS ST
SPOKANE WA 99204-2654

DETACH BEFORE POSTING

STATE OF WASHINGTON

BUSINESS LICENSE

Unified Business ID #: 602533334
Business ID #: 001
Location: 0003
Expires: Jul 31, 2019

Limited Liability Company

NUVODIA, LLC
850 E SPOKANE FALLS BLVD STE 124
SPOKANE, WA 99202-2167

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS #T12112916BUS (EXPIRES 8/31/2019) - ACTIVE

DUTIES OF MINORS:
BASIC IT HELP DESK SERVICES

LICENSING RESTRICTIONS:
It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602533334 001 0003

NUVODIA, LLC
850 E SPOKANE FALLS BLVD STE 124
SPOKANE, WA 99202-2167

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS #T12112916BUS (EXPIRES 8/31/2019) - ACTIVE

FOLD HERE

Expires: Jul 31, 2019

INLAIMA-04 RTEGTMEIER

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/11/2018

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

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

PRODUCER Hub International Northwest LLC 999 West Riverside Avenue, Suite 510 Spokane, WA 99201	CONTACT NAME: Ruth Tegtmeier PHONE (A/C, No, Ext): (509) 319-2911 FAX (A/C, No): E-MAIL ADDRESS: Ruth.Tegtmeier@hubinternational.com
INSURED Nuvodia, LLC 850 E. Spokane Falls Blvd, Ste 124 Spokane, WA 99202	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover American Insurance — 36064 INSURER B : Allmerica Financial Benefit Insurance Company — 41840 INSURER C : Hanover Insurance Company — 22292 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ZZ2-D589858-01	09/01/2018	09/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			AW2-D589870-01	09/01/2018	09/01/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			UMB - UH2-D589859-01	09/01/2018	09/01/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CONSULTANT AGREEMENT - PROJECT MANAGEMENT CONTRACTOR

City of Spokane, its agents, officers and employees are included as Additional Insureds under General & Auto Liability, as required by written contract and as granted by the policy, with respects operations of the Named Insured. 60 day notice of cancellation under General & Umbrella Liability, 45 day notice of cancellation under Auto Liability, 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Spokane - Information Technology Dept.
2nd Floor - City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Blue

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	$2,500
	- Loss of Earnings	$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

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(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor

(4) To any:

(a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The occurrence takes place after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

(1) For the sole negligence of the Additional Insured;

(2) When the Additional Insured is an Additional Insured under another primary liability policy; or

(3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I – COVERAGES, COVERAGE A – BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINTIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

a. worked on; or

b. used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS,** Paragraph **1. Insuring Agreement,** subparagraph **a.(3)(b)** is replaced by the following:

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

b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions,** subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/4/2018
		Clerk's File #	OPR 2018-0800
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	**Cross Ref #**	
Contact Name/Phone	MICHAEL 625-6468	**Project #**	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR19925
Agenda Item Name	5300-SMARSH SOFTWARE PURCHASE AND IMPLEMENTATION		

Agenda Wording

Authorization to Purchase & Implement SMARSH Software from Software House International using Master Agreement No. ADSPO16-130651, WA State Master Contract No. 06016, for previously negotiated pricing. Contract amount is $62,801.02, incl. tax.

Summary (Background)

The City of Spokane needs the ability to collect, archive, and search all text activity on city-owned smartphones in order to comply with WA State RCWs requiring data/record retention and the ability to provide such data/records for Public Information Requests. Contract term December 20, 2018, through December 19, 2019.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 62,801.02, incl. tax	**#** 5300-73600-18880-53104
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SLOON, MICHAEL	**Study Session**	12/10/18 Urban
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Ben_Callahan@SHI.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The scope of services includes development of a new policy document and new development standards through a public participation process.

Summary (Background)

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
nzollinger@spokanecity.org	
cbrazington@spokanecity.org	

Briefing Paper
Urban Development Committee

Division & Department:	Innovation and Technology Services Division
Subject:	SMARSH Software Purchase and Implementation from Software House International
Date:	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Development Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Approval to contract services for archiving text messages created and received on city owned smartphones.
Strategic Initiative:	Innovative Infrastructure and Sustainable Resources
Deadline:	November 30, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Smarsh SaaS (Software as a Solution) service will provide comprehensive archiving and e-discovery solutions. City smartphones will be setup to archive text messages beginning December 20, 2018.

Background/History: *The City of Spokane needs the ability to collect, archive, and search all text activity on city owned smartphones in order to comply with WA State RCWs requiring data/record retention and the ability to provide such data/records for Public Information Requests.*

Executive Summary:

- *Requesting $62,801.02 ($57,721.53 + $5,079.49 sales tax) for the initiation of this contract.*
- *Software House International utilized Master Agreement No. ADSPO16-130651, Washington State Master Contract No. 06016 for previously negotiated pricing for this purchase.*
- *Utilizing budget account # 5300-73600-18880-53104*

Budget Impact:
Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ■ Yes ☐ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☐ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

City Clerk's No. _____

City of Spokane

CONTRACT

Title: SMARSH SAAS COMPREHENSIVE ARCHIVING AND E-DISCOVERY SOLUTIONS

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SHI INTERNATIONAL, CORP.**, whose address is 290 Davidson Avenue, Somerset, New Jersey 08873, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company shall provide **Smarsh SaaS (Software as a Solution) service which provides comprehensive archiving and e-discovery solutions**, in accordance with NASPO ValuePoint - Software VAR, Contract #: ADSPO16-130651, Subcontract #: 06016; and the Company's Pricing Proposal which is attached as Exhibit B.

2. CONTRACT TERM. The Contract shall begin December 20, 2018 and run through December 19, 2019, unless terminated sooner.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **SIXTY TWO THOUSAND EIGHT HUNDRED ONE AND 02/100 DOLLARS ($62,801.02)**, including tax for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company 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

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

   i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of $1,000,000, in order to meet the insurance coverages required 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 for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnity, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense,

the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company 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 Company.

16. BUSINESS REGISTRATION 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 annual business registration. The Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and

Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

SHI INTERNATIONAL, CORP.	CITY OF SPOKANE
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – SHI Pricing Proposal

18-224

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

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

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

EXHIBIT B

Pricing Proposal
Quotation #: 16240274
Created On: 11/8/2018
Valid Until: 12/21/2018

CITY OF SPOKANE

Michael Sloon
808 W. SPOKANE FALLS BLVD
ATTN: AP
SPOKANE, WA 99201
United States
Phone: (509) 850-1122
Fax:
Email: msloon@spokanecity.org

Inside Account Manager

Nicole Podraza
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-6427
Fax:
Email: Nicole_Podraza@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Setup Fee - Professional Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016	1	$2,193.01	$2,193.01
2	Archiving Platform - Data Retention Policy - Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016	1	$0.00	$0.00
3	Archiving Platform Content Usage - AT&T Mobile Messaging Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016	50	$74.61	$3,730.50
4	Archiving Platform Core Platform - Professional Package Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016	1	$1,585.49	$1,585.49
5	Archiving Platform Content Usage - Verizon Annual Smarsh Inc - Part#: Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016	673	$74.61	$50,212.53

Subtotal	$57,721.53
*Tax	$5,079.49
Total	$62,801.02

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

SECURITY PACKET

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The Archiving Platform: Platform Security

Smarsh Core Security Set

Standard Information Gathering (SIG) Data Sheet

Web Application Penetration Test Report (January 2018)

Business Continuity and Disaster Recovery Tabletop Attestation

Incident Response Tabletop Exercise (IRTE) Attestation

SSAE SOC 2 Report

SSAE SOC 2 Management Response

SOLUTION BRIEF

Archiving Platform

PLATFORM SECURITY

smarsh®

Contents

Overview

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Product Security

Data Center Security

Secure Configuration

Data Encryption

Performance & Security Monitoring

Identity & Access Controls

External Validation/Third Party Security

Regulatory Standards

Business Resiliency Testing

Vulnerability & Penetration Testing

Summary

Overview

Our clients rely on The Archiving Platform to store and manage millions of communications every day. The protection of client data is our highest priority and so, therefore, is ensuring the security of our cloud application.

The Smarsh security framework is based on the NIST 800-53 security standards and maps to the ISO 27001 controls sets. These control sets include: Policies and Procedures, Cloud and Network Infrastructure Security, Secure Configuration, Data Encryption, Performance and Security Monitoring, Identity and Management Controls, External Validation/Third-Party Security, Business Resiliency, Vulnerability and Penetration Testing as well as Training and Incident Response.

Trust in our geographically separated, redundant datacenters to safeguard your data. These facilities include industry-leading practices to meet the needs of security-sensitive organizations.

The purpose of this solution brief is to answer commonly asked questions about the Smarsh security program and the measures we implement to protect of our clients' data.

People Security

What background checks does Smarsh conduct on its employees?

We conduct the following background checks on all of our employees and contractors:

- Criminal Checks across countries, counties and states
- Nationwide Sex Offender Registry Check
- OIG and OFAC checks

How often does Smarsh train its employees on general security practices?

Every new employee undergoes new hire orientation that includes initial security training. All employees complete annual security awareness training and, in addition, certain employees undergo role-based security training.

We also believe that ongoing security reminders create a culture of security and data protection awareness and strengthen our overall security program. The Smarsh Info Sec group sends out monthly newsletters, which include security updates in a bi-weekly technology newsletter. The group also provides ongoing messages to employees via internal messaging boards.

Is there special training for personnel with elevated privileges?

Yes. Employees with administrative and/or elevated privileges undergo specialized, role-based training annually to ensure they receive the security training that is relevant to their job performance and tasks.

Does Smarsh provide employees with a mechanism to report compliance violations?

Yes. Smarsh employees have access to an anonymous, dedicated hotline to report compliance or ethics violations, including those related to information security.

Product Security

How does Smarsh address product level security in delivering The Archiving Platform?

Smarsh leverages an approach of security by design, which includes amongst others the following components:

- Software development lifecycle (SDLC), which follows security best practices defined by NIST and the OWASP Software Assurance Maturity Model
- Automated code scans; both static and dynamic code scanning
- Internal security reviews before products are launched
- Regular penetration tests, carried out by third-party contractors
- Continuously running internal and external security tests
- Regularly conducted threat models

Does Smarsh have a formal change management process?

Yes. In the development and delivery of our products, Smarsh enforces a formal change management process, which includes tracking and approving all product changes. A change is internally reviewed before being moved into a staging environment where it is further tested before being finalized.

What safeguards does Smarsh put in place around securing access?

Smarsh leverages role-based access controls to provide authentication and access to our clients' data. Additionally, we apply the principle of least privilege to our archiving platform, ensuring access only where required. We leverage authentication technologies to ensure secure authentication for both client and internal use.

Data Center Security

Where does Smarsh maintain its infrastructure?

Smarsh uses geographically separated datacenters for its infrastructure, providing resilience in case of a business interrupting event. for one of the most secure and resilient architectures globally available. We also have the ability to deploy in Amazon GovCloud with additional restricted access.

What protections are in place to protect Smarsh's physical infrastructure?

Smarsh uses the AICPA trust principles for security, which include controls covering its infrastructure (facilities, equipment, and networks). We are independently audited on these principles to ensure a strong operating record of physical security.

Who has access to Smarsh's physical infrastructure?

Only Smarsh authorized personnel have access to the physical infrastructure that supports the Archiving Platform application.

What additional protections does Smarsh provide?

In addition to physical security, Smarsh uses security best practices around network security, configuration management security checks, account security, and change management in order to provide scalability, security and resilience.

Secure Configuration

What frameworks does Smarsh use for baseline configuration?

Smarsh uses the Center for Internet Security (CIS) benchmarks for its secure baseline configurations.

How does Smarsh maintain the integrity of its configuration?

Our secure configuration management tools alert us about changes to our baseline configurations to ensure consistency in our builds. Any anomalous behavior elicits an alert to, and review by, our support teams.

Data Encryption

How does Smarsh protect data in transit?

Smarsh uses industry best practices for protecting client data in transit over public networks. Encryption methods include SSL, TLS and VPN.

How does Smarsh protect data at rest?

Smarsh protects data at rest using AES 256-bit encryption. Message files are stored as encrypted objects and/or using an application-level encryption per client request.

Performance & Security Monitoring

How does Smarsh monitor its product availability?

Smarsh uses industry standard technology and tools to monitor the application for uptime and alert on any warning conditions that need to be reviewed. Application availability is highly transparent to clients, including a system status page on Smarsh Central, our online support community.

What protections does Smarsh use to protect its network perimeter?

Smarsh knows that security begins at the perimeter, and a sound network security perimeter requires multiple layers of defense. We utilize industry standard firewalls as well as IDS/IPS technology as perimeter defense mechanisms. We also use malware detection. We ensure hardened device configurations and require secure network access via VPN. Specific to publicly available systems, Smarsh requires those services to live within a DMZ.

Identity & Access Controls

How does Smarsh authenticate its users?

There are two types of users for Smarsh products.

1) Our clients are users of our application. Upon contract signature, the client identifies the principal administrator for authorizations. Only this user can authorize additional users with access to the Client application environment.
2) Smarsh personnel use The Archiving Platform application to provide support and maintenance to clients. Smarsh employees are granted access based on controlled roles and permission guidelines.

External Validation/Third party security

What process does Smarsh use to identify third-party risk?

Smarsh has a third-party assessment process that we use to identify and assess vendor risk. Dependent on what services are being provided and what integrations exist (if any), Smarsh requires of a third party an NDA, background checks, and security diligence along with any certifications/attestations such as SSAE 16/SOC2, citizenship requirements (if required), and certificates of insurance.

Regulatory Standards

Does Smarsh have an annual security audit?

Yes. Smarsh conducts an annual review of its operational practices by utilizing an independent third-party auditor to review our controls under an SSAE 16/SOC 2 audit. That attestation is available to Smarsh prospects under NDA.

How does Smarsh comply with the following regulatory standards?

Specific to security, Smarsh complies with the following regulatory standards:

Privacy Shield - Smarsh is a Privacy Shield certified organization.

NIST 800-53 - Smarsh leverages the principles found under the moderate control set and is working to comprehensively cover these controls in their application ecosystem.

Business Resiliency Testing

How does Smarsh ensure client data is backed up?

Smarsh uses a proprietary dual archiving process to simultaneously write data to multiple data centers Client data is replicated continuously across geographically separated datacenters.

Does Smarsh have a recovery plan for client data?

Smarsh has a business resiliency plan for its operations, including client data. In the event of a business-interrupting event, Smarsh has the ability to declare a disaster and invoke its plan for bringing operations back online, including client notification. Our business resiliency plan also includes data recovery.

Vulnerability & Penetration Testing

How often does Smarsh conduct penetration testing?

Smarsh conducts penetration testing on an annual basis. In addition to application penetration testing to ensure secure coding, Smarsh also executes a network penetration test to certify the security of its infrastructure.

Does Smarsh have intrusion detection controls in place?

Yes. Smarsh applies intrusion detection technology to ensure that any known suspect traffic and/or anomalous behavior is detected, and our support teams are alerted for appropriate action.

How often does Smarsh patch for vulnerabilities?

Smarsh patches for vulnerabilities on a monthly basis.

Does Smarsh have an incident response program?

Yes. Smarsh has an incident response program that includes 24x7 notification/paging, incident triage, and a full incident response procedure for identifying, containing, mitigating/eradicating, and recovering from any incident. All incidents include notification procedures and are documented in our system of record.

Summary

The Archiving Platform enables organizations to satisfy regulatory requirements, enforce internal policies and carry out investigations. Clients can capture, archive and produce any/all of their archived communications data as and when required. The Archiving Platform was designed with security in mind to give clients the confidence they need to move their archive to the cloud. The above is intended to answer commonly asked questions about our security program.

If you still have questions or to find out more about our security practices, please contact our sales team www.smarsh.com

smarsh®

Core Security Set

Authority: Smarsh management recognizes and supports the policies and procedures identified in these control families and is committed to supporting them.

Purpose: Smarsh will implement controls across these families to ensure the proper security of information systems and Smarsh information resources.

Scope: This document applies to all systems and devices within the Smarsh Archiving Platform system boundary including its system users, groups, services, protocols and functions.

Core Security Sets	**Measure**	**Assurance**
AC - Access Control	AC-M	AC-A
AT - Awareness & Training	AT-M	AT-A
AU -Audit & Accountability	AU-M	AU-A
CA - Certification, Accreditation, & Security Assessment	CA-M	CA-A
CM -Configuration Management	CM-M	CM-A
CP -Contingency Planning	CP-M	CP-A
IA -Identification & Authentication	IA-M	IA-A
IR -Incident Response	IR-M	IR-A
MA - Maintenance	MA-M	MA-A
MP - Media Protection	MP-M	MP-A
PE - Physical & Environmental Protection	PE-M	PE-A
PL- Planning	PL-M	PL-A
PS -Personnel Security	PS-M	PS-A
RA -Risk Assessment	RA-M	RA-A
SA - System & Services Acquisition	SA-M	SA-A
SC -System and Communication Protection	SC-M	SC-A
SI - System and Information Integrity	SI-M	SI-A

Standard Information Gathering (SIG) Data Sheet

Our clients rely on Smarsh's enterprise archiving platform every day for their regulatory requirements. Secured client data is our highest priority at Smarsh. Smarsh treats client data with the highest sensitivity.

In an effort to provide a fast and clear understanding of our Information Security program, the Smarsh Information Security team has completed a Standardized Information Gathering or SIG to provide you the visibility into Smarsh's security stance and processes.

- What is a SIG?
  - The Standard Information Gathering is an industry standard questionnaire that collects the information necessary to conduct an assessment of a service provider's controls.
  - It is a standardized, objective assessment methodology.
  - It is a holistic tool for risk management assessments of third party cybersecurity, IT, privacy, data security and business resiliency in an information technology environment.

- Who created the SIG template?
  - The SIG is created by SFG Shared Assessments. This organization is driven by industry membership and is the trusted authoritative source for risk assessment. There are currently over 2,500 institutions that subscribe.

- How often is the SIG template updated?
  - The SIG is updated annually.

- What security frameworks are covered?
  - The SIG is mapped to the ISO 27001/2 framework.
  - It corresponds to NIST, PCI-DSS, HIPAA/HiTech, COBIT, FFIEC

- What control sets are covered in the SIG?

Risk Management	Operations Management	End User Device Security	Compliance
Security Policy	Access Control	Network Security	Physical and Environmental
Organizational Security	Application Security	Privacy	Server Security
Asset and Info Management	Incident Events and Communication Management	Threat Management	Business Resiliency
Human Resource Security			

With kind regards,

- Smarsh, Information Security team

Smarsh - Web Application - 2018_01 Penetration Test Report

PEN TEST PERFORMED FOR

Smarsh

https://app-preprod.smarsh.com/

TESTING PERIOD

Jan 04, 2018 ~ Jan 18, 2018

TEST PERFORMED BY (COBALT RESEARCHERS)

André Lima

LEAD

Certified in OSCP, CISSP, CCNA Security, CCNP Route, ewptx

Egidio Romano

RESEARCHER

Sagar Parmar

RESEARCHER

Certified in CCNA, CCSE

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Executive Summary

A black box penetration test of Smarsh's QA environment was conducted in order to assess its risk posture and identify security issues that could negatively affect Smarsh's data, systems, or reputation. The scope of the assessment covered the web applications located at https://app-preprod.smarsh.com/ and https://app-preprod.smarsh.com/. Three (3) security researchers conducted this penetration test between the January 04, 2018 and January 18, 2018.

This penetration test was a manual assessment of the security of the web application’s functionality, business logic, and vulnerabilities, such as those catalogued in the OWASP Top 10. The assessment also included a review of security controls and requirements listed in the OWASP Application Security Verification Standard (ASVS). The researchers leveraged tools to facilitate their work, however, the majority of the assessment involved manual analysis.

The Pen Test Team discovered 3 medium criticality issues and 10 low criticality issues throughout the pen test.

Methodology

The test was done according to penetration testing best practices. The flow from start to finish is listed below.

Pre Engagement | 1 Week

- Scoping
- Customer Q&A
- Documentation
- Information gathering
- Discovery

Penetration Testing | 2~3 Weeks

- Tool assisted assessment
- Manual assessment of OWASP top 10 & business logic
- Exploitation
- Risk analysis
- Reporting

Post Engagement | On-demand

- Prioritized remediation
- Best practice support
- Re-testing

Risk Factors

Each finding is assigned two factors to measure its risk. Factors are measured on a scale of 1 (very low) through 5 (very high).

Impact

This indicates the finding's effect on technical and business operations. It covers aspects such as the confidentiality, integrity, and availability of data or systems; and financial or reputational loss.

Likelihood

This indicates the finding's potential for exploitation. It takes into account aspects such as skill level required of an attacker and relative ease of exploitation.

Criticality Definitions

Findings are grouped into three criticality levels based on their risk as calculated by their business impact and likelihood of occurrence, `risk = impact * likelihood`. This follows the OWASP Risk Rating Methodology.

High

Vulnerabilities with a high or greater business impact and high or greater likelihood are considered High severity. Risk score minimum 16.

Medium

Vulnerabilities with a medium business impact and likelihood are considered Medium severity. This also includes vulnerabilities that have either very high business impact combined with a low likelihood or have a low business impact combined with a very high likelihood. Risk score between 5 and 15.

Low

Vulnerabilities that have either a very low business impact, maximum high likelihood, or very low likelihood, maximum high business impact, are considered Low severity. Also, vulnerabilities where both business impact and likelihood are low are considered Low severity. Risk score 1 through 4.

Terms

Please note that it is impossible to test networks, information systems and people for every potential security vulnerability. This report does not form a guarantee that your assets are secure from all threats. The tests performed and their resulting issues are only from the point of view of Cobalt Labs. Cobalt Labs is unable to ensure or guarantee that your assets are completely safe from every form of attack. With the ever-changing environment of information technology, tests performed will exclude vulnerabilities in software or systems that are unknown at the time of the penetration test.

KAYARDEE CONSULTING, LLC

678-986-3766

January 2, 2018

Ms. Mandy Huth
Director of Information Security
Smarsh 851 SW 6th Avenue, Suite 800
Portland, OR 97204

Dear Ms. Huth:

This letter is to confirm that Smarsh completed the 4-hour in-person (group live) Business Continuity and Disaster Recovery tabletop walkthrough exercise developed by Kayardee Consulting, LLC and facilitated at Smarsh's Portland office on Thursday, December 21st, 2017.

Sincerely,

Kristen R. Deuel

Kristen R. Deuel, PMP, CBCP
Principal Consultant

delap

503 697 4118 DELAPCPA.COM 5885 MEADOWS ROAD, No. 200 LAKE OSWEGO, OR 97035

January 2, 2018

Ms. Mandy Huth
Director of Information Security
Smarsh
851 SW 6th Avenue, Suite 800
Portland, OR 97204

Dear Ms. Huth:

This letter is to confirm that Smarsh completed the 4-hour in-person (group live) Incident Response Tabletop Exercise (IRTE) developed by Delap and facilitated at Smarsh's Portland office on Wednesday, December 13th, 2017.

Sincerely,

Delap LLP

David W. Buchanan, CPA, CGMA, QSA, CISSP, CEH, CCNA+Security, CTGA, PCIP, CCSK
Partner

Section 1: Scope and Closing Comments

Delap is providing the following comments, observations, and recommendations as part of our Incident Response Tabletop Exercise project with Smarsh. The scope of our recommendations is limited to the scenario used for the onsite Incident Response Tabletop Exercise (IRTE).

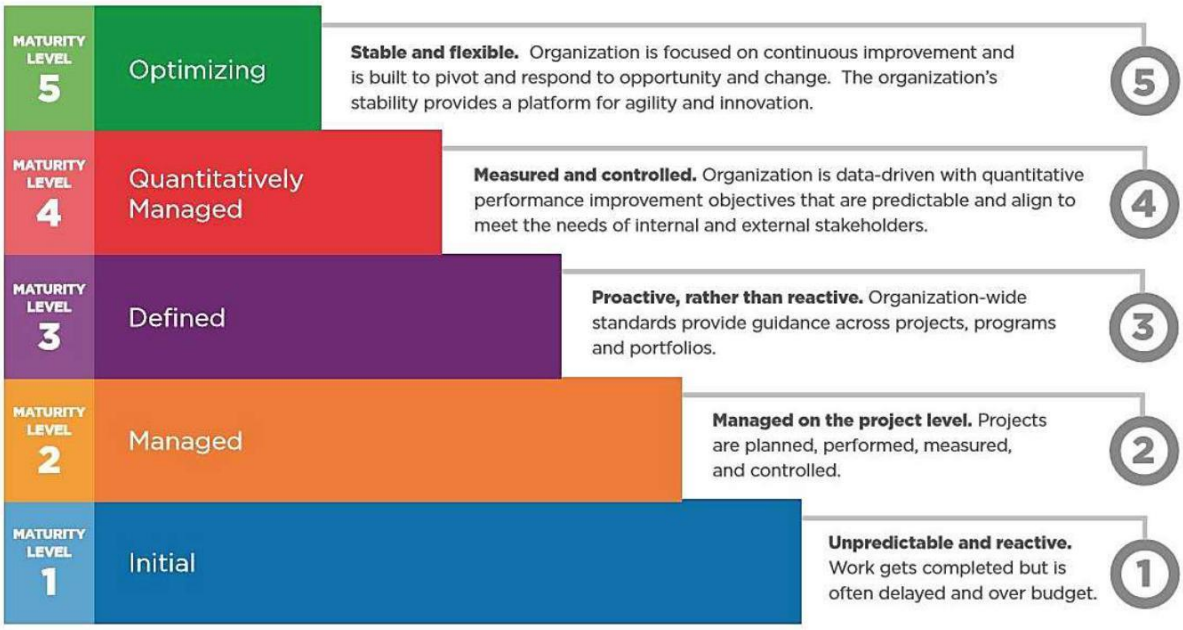
Delap recommends that a detailed review of Smarsh's IRP be performed (including incident response team roles), that revisions be made, and that stakeholders be re-trained on the Smarsh IRP to ensure a strong level of confidence in the procedures; thereby ensuring that procedures are followed for future IRTEs and real-life events.

Based on Delap's observation of Smarsh's team during the IRTE and the existing incident response plan (IRP). Delap recommends assessing Smarsh's incident response process as a 3 using the Capability Maturity Model. This score is based on the following observations:

- Formally documented incident response documentation (e.g., incident response plan, checklist).
- Active communication between team members throughout the exercise.
- Established primary roles (e.g., incident commander, general counsel).
- Personnel knowledge of where to finding procedures and who to ask when questions arise.

The observations and recommendations in Section 2 (below) are intended to assist Smarsh in maturing their overall incident management program and personnel capabilities.

Capability Maturity Model



*http://cmmiinstitute.com/

PROPRIETARY AND CONFIDENTIAL

ELECTRONIC COMMUNICATION ARCHIVING HOSTING SOLUTION SYSTEM AND ASPECTS OF PITTOCK DATACENTER'S COLOCATION SYSTEM

REPORT ON CONTROLS AT A SERVICE ORGANIZATION RELEVANT TO SECURITY (SOC 2)

October 1, 2016 through September 30, 2017

Moss Adams LLP
805 SW Broadway, Suite 1200
Portland, OR 97205
(503) 242-1447

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I. INDEPENDENT SERVICE AUDITOR'S REPORT

Smarsh, Inc.
851 SW 6th Ave #800
Portland, OR, 97204

To the Management of Smarsh, Inc.:

Scope

We have examined the attached Smarsh, Inc.'s description of its Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System for the period October 1, 2016 to September 30, 2017 (description) based on the criteria set forth in paragraph 1.20 of the AICPA Guide *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2®)* (description criteria) and the suitability of the design and operating effectiveness of controls described herein to meet the criteria for the Security principle set forth in TSP section 100A, *Trust Services Principles and Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Principles and Criteria*) (applicable trust services criteria), throughout the period October 1, 2016 to September 30, 2017. The description indicates that certain applicable trust services criteria specified in the description can be met only if complementary user entity controls contemplated in the design of Smarsh, Inc.'s and Pittock Datacenter's controls are suitably designed and operating effectively, along with related controls at Smarsh, Inc. and Pittock Datacenter. We have not evaluated the suitability of design or operating effectiveness of such complementary user entity controls.

Pittock Datacenter is an independent service organization that provides colocation facilities to host the Electronic Communication Archiving Hosting Solution System of Smarsh. Smarsh's description includes a description of those elements of its system provided by Pittock Datacenter, the controls of which help meet certain applicable trust services criteria.

Service Organization's Responsibilities

In Section II titled "Management of Smarsh, Inc.'s Assertion Regarding Its Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System for the Period October 1, 2016 to September 30, 2017", Smarsh, Inc. has provided an assertion about the fairness of the presentation of the description based on the description criteria and suitability of design and operating effectiveness of the controls described therein to meet the applicable trust services criteria.

Smarsh, Inc. is responsible for preparing the description and assertion; providing the services covered by the description; identifying the risks that would prevent the applicable trust services criteria from being met; designing, implementing, and documenting the controls to meet the applicable trust services criteria; and specifying the controls that meet the applicable trust services criteria and stating them in the description.

Service Auditor's Responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls described therein to meet the applicable trust services criteria, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included procedures that we considered necessary in the circumstances. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is fairly presented based on the description criteria, and the controls were suitably designed and operating effectively to meet the applicable trust services criteria throughout the period October 1, 2016 to September 30, 2017.

An examination of the description of a service organization system and the suitability of the design and operating effectiveness of those controls to meet the applicable trust services criteria involves:

- Evaluating and performing procedures to obtain evidence about whether the description is fairly presented based on the description criteria and the controls were suitably designed and operating effectively to meet the applicable trust services criteria throughout the period October 1, 2016 to September 30, 2017.
- Assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively.
- Testing the operating effectiveness of those controls to provide reasonable assurance that the applicable trust services criteria were met.
- Evaluating the overall presentation of the description.
- Testing the operating effectiveness of those controls to provide reasonable assurance that the applicable trust services criteria were met.
- Evaluating the overall presentation of the description.

We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our qualified opinion.

Inherent Limitations

Because of their nature and inherent limitations, controls at a service organization may not always operate effectively to meet the applicable trust services criteria. Also, the projection to the future of any evaluation of the fairness of the presentation of the description or conclusions about the suitability of the design or operating effectiveness of the controls to meet the applicable trust services criteria is subject to the risks that the system may change or that controls at a service organization may become inadequate or fail.

Basis for Qualified Opinion

Smarsh, Inc. states in the description of its system that it has controls in place to analyze threats, identify risks and mitigation strategies; controls to authorize new users as well as changes of user access; and controls over the security and restriction of access to the server and systems datacenter location. However, as noted on pages 46-49, 58-60, and 63-65 of the description of tests of controls and the results thereof, controls related to network and application vulnerability testing, quarterly risk assessments, documentation of physical and logical access approval, onboarding tasks and job changes, and security and access restriction to the location where the server and systems hosting client data in the datacenter were not consistently performed and, therefore, were not operating effectively throughout the period October 1, 2016 to September 30, 2017. As a result, controls did not provide reasonable assurance that the service organization's service commitments and system requirements based on the following trust services criterion:

- CC 3.1, The entity (1) identifies potential threats that could impair system security commitments and system requirements (including threats arising from the use of vendors and other third parties providing goods and services, as well as threats arising from customer personnel and others with access to the system), (2) analyzes the significance of risks associated with the identified threats, (3) determines mitigation strategies for those risks (including implementation of controls, assessment and monitoring of vendors and other third parties providing goods or services, as well as their activities, and other mitigation strategies), (4) identifies and assesses changes (for example, environmental, regulatory, and technological changes and results of the assessment and monitoring of controls) that could significantly affect the system of internal control, and (5) reassesses, and revises, as necessary, risk assessments and mitigation strategies based on the identified changes.

- CC 5.2, New internal and external users, whose access is administered by the entity, are registered and authorized prior to being issued system credentials and granted the ability to access the system to meet the entity's commitments and system requirements as they relate to security. For those users whose access is administered by the entity, user system credentials are removed when user access is no longer authorized.
- CC 5.5, Physical access to facilities housing the system (for example, data centers, backup media storage, and other sensitive locations, as well as sensitive system components within those locations) is restricted to authorized personnel to meet the entity's commitments and system requirements as they relate to security.

Qualified Opinion

In our opinion, in all material respects, except for the effects of the matters giving rise to the modification, the description is presented in accordance with the description criteria and the controls were suitably designed and operating effectively to provide reasonable assurance that Smarsh, Inc., and Pittock Datacenter's service commitments and system requirements were achieved based on the applicable trust services criteria, in all material respects:

- the description fairly presents the Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System that was designed and implemented throughout the period October 1, 2016 to September 30, 2017.
- the controls stated in the description were suitably designed to provide reasonable assurance that the applicable trust services criteria would be met if the controls operated effectively throughout the period October 1, 2016 to September 30, 2017, and user entities applied the complementary user entity controls contemplated in the design of Smarsh, Inc., and Pittock Datacenter's controls throughout the period October 1, 2016 to September 30, 2017, and the subservice organizations applied, throughout the period October 1, 2016 to September 30, 2017, the types of controls expected to be implemented at the subservice organizations and incorporated in the design of the Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System.
- the controls provide reasonable assurance that the applicable trust services criteria were met throughout the period October 1, 2016 to September 30, 2017 if user entities applied the complementary user entity controls contemplated in the design of Smarsh, Inc. and Pittock Datacenter's controls, and those controls operated effectively throughout the period October 1, 2016 to September 30, 2017.

Description of Tests of Controls

The specific controls we tested and the nature, timing, and results of our tests are listed in Section V of this report titled "Trust Services Security Principles, Criteria, and Related Controls, and Tests of Controls".

Restricted Use

This report, including the description of tests of controls and results thereof in Section IV, are intended solely for the information and use of Smarsh, Inc., user entities of Smarsh, Inc.'s Electronic Communication Archiving Hosting Solution System and Aspects of Pittock Datacenter's Colocation System during some or all of the period October 1, 2016 to September 30, 2017, and prospective user entities, independent auditors and practitioners providing services to such user entities, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization
- How the service organization's system interacts with user entities, subservice organizations, and other parties
- Internal control and its limitations
- The applicable trust services criteria
- The risks that may threaten the achievement of the applicable trust services criteria and how controls address those risks
- Complementary user entity controls and how they interact with related controls at the service organization to meet the applicable trust services criteria

This report is not intended to be, and should not be, used by anyone other than these specified parties.

Moss Adams LLP

Portland, Oregon
March 30, 2018

SSAE SOC 2 Management Response for the Period October 1, 2016 to September 30, 2017

In response to the SOC 2 performed by Moss Adams, specific to the Basis for Qualified Opinion, Smarsh would like to provide clarity on the trust services criterion identified as potential threats and our current control status.

CC 3.1 (Threats, Risks, Vendors, Changes)

Smarsh conducts a quarterly risk assessment in addition to a quarterly information security audit. For one quarter in the evidence period a meeting did not occur. The audit was still performed. Smarsh has had a documented quarterly security audit with an in-person meeting/review all other quarters. A quarterly risk assessment was discussed during the information security audit but was not documented separately.

Smarsh consistently runs a change management meeting with cross functional representation to ensure the integrity of the changes and an appropriate back out plan if required. The single exception (1 of 30 sampled) was logged and reviewed but did not have an explicit “approval” noted in the change. The process has been updated to include explicit approval for every change.

Smarsh conducts security training on an annual basis. Training was conducted in September of 2016 and again in October 2017. Training was conducted within consecutive calendar years but did not fall within the evidence period by 1 week. Our 2018 training is scheduled for October 2018.

Smarsh conducts penetration testing on an annual basis. A penetration test was conducted in May of 2016 and again in November 2017. Testing was conducted within consecutive calendar years but did not fall within the evidence period for this audit. Our 2018 testing is scheduled for December 2018.

CC 5.2 (Users, New hires, Separations)

Smarsh has a consistent process in place for onboarding new hires, with the appropriate accesses provided with management approval. This access begins with a Jira ticket from HR and then moves to the service desk for access. The service desk then checks with management for appropriate access approvals. Noted exceptions were logged tickets and were reviewed by management but did not have an explicit “approval” documented in the ticket. The process has been updated to reflect appropriate approvals.

Smarsh has a consistent process in place for employee job changes, with the appropriate accesses provided with management approval. There is a standard form required for all transfers. The receiving manager requests the process be started and HR completes that process, including a signature from the VP of HR. Noted exceptions were signed by HR, but did not have an explicit “approval” signature from the manager documented on the form. The process will be updated to reflect appropriate approvals.

CC 5.5 (Physical Access)

Smarsh operates within a secure data center and restricts access to only authorized personnel, as per policy and procedure. On a single occasion, a data center cage was left unlocked for a short period by a single employee. Procedure was reviewed with employee in email and in person so as not to repeat the exception.

PARTICIPATING ADDENDUM
NASPO ValuePoint

SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: **ADSPO16-130651**

SHI International Corp.
(hereinafter "Contractor")

And

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: **06016**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2016.

1. **SCOPE:** This Participating Addendum covers the Software Value-Added Reseller (SVAR) Services led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **EXCLUSIONS:** The following software publishers are excluded from this Participating Addendum:

   - ESRI
   - Microsoft EA
   - Autodesk
   - SAS

3. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

(b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.
- Oregon Cooperative Purchasing Program (ORCPP)

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

4.1. **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas 'Reseller Cost' is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State. If Purchasing Entities use a credit card as a method of payment for an order over ten thousand dollars ($10,000), prices may be subject to payment processing fees, as agreed to in the applicable Purchase Order. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

4.2. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**. Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webcust/home.html. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.3. **WASHINGTON'S STATEWIDE PAYEE DESK**. To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

4.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of

this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4.5. **VENDOR MANAGEMENT FEE**. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74% on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

(d) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.

(e) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until an electronic invoice from Enterprise Services becomes available in Contract Sales Reporting System. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 06016
- The NASPO Master Agreement No.: ADSPO16-130651
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(g) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

4.6. **CONTRACT REVIEWS**. Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Costs.

4.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**. Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4.8. **RECORDS ADMINISTRATION AND AUDIT**. Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

4.9. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the Participating State and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

4.10. **PURCHASE ORDERS**. To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to SHI International Corp.:

(j) Order is subject to NASPO ValuePoint Master Agreement No. ADSPO16-130651 and Washington Master Contract No. 06016;

(k) Purchase Order amount; and

(l) Purchaser's contact information (i.e., name, address, telephone number, email).

5. **LEASE AGREEMENTS**: Leasing or renting equipment is not allowed throughout the term of the Master Agreement.

6. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. GENERAL:

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Participating Addendum shall survive and remain in effect following the expiration or termination of this Participating Addendum, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

(d) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(e) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**SHI INTERNATIONAL CORP.** **A NEW JERSEY CORPORATION**
By: Scott Smith	By:
	Cassie Skelton
Its: Washington State IT Contract MGR	Its: Sr. Contracts Specialist

Contract Amendment

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 402
Phoenix, AZ 85007

Contract No.: ADSPO16-130651

Amendment No.: One (1)

PAGE 1 OF 1

CONTRACTOR:
SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

CONTACT: Alison Turner
PHONE: 425-974-5997
EMAIL: alison_turner@shi.com

STATE AGENCY:
AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Deepika Bajpayee
PHONE: (602) 542-8991
EMAIL: deepika.bajpayee@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2019.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Signature: [signature] Date: 02/27/2018	Signature: Stephen Nettles Date: 2/28/2018
Cassie Skelton Contracts Manager Printed/Typed Name and Title	Stephen Nettles Procurement Group Manager Printed/Typed Name and Title

Contract Amendment

Contract No.: ADSPO16-130651	PAGE 1 OF 1	State of Arizona State Procurement Office 100 N. 15TH Avenue, Suite 402 Phoenix, AZ 85007
Amendment No.: Two (2)		

CONTRACTOR:
SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873

CONTACT: Alison Turner
PHONE: 425-974-5997
EMAIL: alison_turner@shi.com

STATE AGENCY:
AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

CONTACT: Deepika Bajpayee
PHONE: (602) 542-8991
EMAIL: deepika.bajpayee@azdoa.gov

Software Value Added Reseller (SVAR)

Pursuant to State of Arizona Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. SHI Government Solutions, Inc. is being added as a subcontractor to the SHI SVAR Master Contract # ADSPO16-130651. SHI Government Solutions, Inc. will be providing products and services as stated within the scope of this contract.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
Signature: [signature] Date: March 28, 2018	Signature: [signature] Date: 3/30/18
Cassie Skelton- Contracts Manager Printed/Typed Name and Title	Michael Hladik Printed/Typed Name and Title

Contract Summary

NASPO ValuePoint Software VAR

Contract#: 06016

Department of Enterprise Services through participation with NASPO ValuePoint has established master contracts to purchase commercial off-the-shelf (COTS) software licenses, basic installation, training, and maintenance. These contracts do not include customizable software that requires design and configuration.

Current Term Start Date: 11-01-2016 **Award Date:** 11-01-2016 **Est. Annual Worth:** $0

Current Term Ends On: 04-07-2018 **Final Term Ends On:** 04-07-2021

Diversity: 0% WBE 0% MBE

Contact Info: Master Contracts & Consulting – Mike Dombrowsky at (360) 407-8717 or mike.dombrowsky@des.wa.gov

Who can use this contract?

- Organizations with Master Contract Usage Agreements
- Oregon Coop Members

Current Documents

- Contract Summary and Ordering Information
- SHI International Group
- En Pointe Technologies

Historical Documents

- Original Solicitation Documents

Resources

- Contract Comments
- Vendor and Contract Performance Feedback
- Best Buy Form

Contractors	OMWBE	Veteran	Small Business
EN POINTE TECHNOLOGIES SALES LLC - W4387		N	N
SOFTWARE HOUSE INTERNATIONAL - W9089		N	N

M=OMWBE Certified Minority Owned **W**=OMWBE Certified Women Owned **MW**=OMWBE Certified Minority Women Owned

NASPO ValuePoint

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. List of current NASPO ValuePoint contracts

© Copyright 2012 Department of Enterprise Services

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0801
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	**Cross Ref #**	
Contact Name/Phone	MICHAEL 625-6468	**Project #**	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	PE830
Agenda Item Name	5300 CAMTEK GALAXY UPGRADE		

Agenda Wording

Contract with Camtek, Inc. to provide the City of Spokane facilities with an upgrade to our secure access control system. Contract term is December 15, 2018 through June 14, 2019. Contract total is $80,152.61 including tax.

Summary (Background)

Upgrading the City Hall security access system (current system is end-of-support) to the Galaxy Security system that is currently deployed at Fire Training and CCB. In addition, the Galaxy system implementation will replace the current magnetic card-swipes with proximity card-readers. Upgrade includes equipment, labor, and supplies & materials. This contract is utilizing the Galaxy GSA Contract, Schedule 70, #GS-35F-0647Y.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 75,152.61 inc tax	**#** 5300-30210-94000-56203-99999
Expense	**$** 5,000.00 inc tax	**#** 5900-30210-94000-56203-81062
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SLOON, MICHAEL	**Study Session**	Urban Dev 12/10/18
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Camtek - Lorie Stephenson lorie@comtekinc.com	

City Clerk's No. OPR 2018-0801

City of Spokane

CONTRACT

Title: **ACCESS CONTROL HEAD END UPGRADE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CAMTEK, INC.**, whose address is 3815 East Everett Avenue, Spokane, Washington 99217, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company shall provide **ACCESS CONTROL HEAD END UPGRADE** in accordance with the Galaxy GSA Schedule 70, # GS-35F-0647Y and Company's July 17, 2018 Proposal, which is attached as Exhibit A. In the event of a conflict between Company's Proposal and this Contract, the terms of this contract will control.

2. CONTRACT TERM. The Contract shall begin on December 15, 2018, and run through June 14, 2019, unless terminated sooner.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **EIGHTY THOUSAND ONE HUNDRED FIFTY TWO AND 61/100 DOLLARS ($80,152.61)**, including tax, for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, 7th Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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.

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

10. INSURANCE. During the term of the Agreement, the Company 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

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

   i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of $1,000,000, in order to meet the insurance coverages required 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 for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company 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 Company.

16. BUSINESS REGISTRATION 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 annual business registration. The Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. GOVERNING LAW. This agreement is governed by the laws of the State of Washington.

CAMTEK, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

_____
Firm's UBI #

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – July 17, 2018 Proposal

Exhibit B - Certificate Regarding Debarment

18-218

Exhibit A

Proposal #: 37779-1-0
Proposal Date: July 17, 2018

CAMTEK
Inc.

Integrated Security Systems

High-technology security products for commercial, technological, industrial, educational and government facilities.

City of Spokane
Access Control Head End Upgrade

Prepared For:
City of Spokane

808 W Spokane Falls Blvd
Spokane, WA 99201

Prepared By:
Lorie Stephenson
3815 E. Everett Ave.
Spokane, WA 99217
Office: 509-443-2609
Cell: 509-993-4444

Scope Of Work:

The following proposal is based on the Galaxy GSA Schedule 70 # GS-35F-0647Y.

Proposal includes utilization of the existing cabling, locking hardware, request to exit devices, and magnetic stripe readers.

All controllers will be upgraded to Galaxy Controllers and the software will be upgraded to the latest version of Galaxy software. New power supplies will also be installed.

Additional ports will be added to the existing City Galaxy software license currently in use for the Spokane Fire Department.

Two year warranty on all Galaxy Hardware. One year warranty on equipment and installation.

Proposal is valid for 1 year from the bid date.

Walkersville, MD (June 2018)

Galaxy Control Systems, a leading provider of integrated access control, video and security solutions, announces that it has renewed both of it's U.S. General Services Administration (GSA) contracts for an additional five years. These Multiple Award Schedule (MAS) contracts give agencies direct access to carefully vetted and proven vendors who offer security and information technology products with the expert services to implement and manage them. Galaxy was awarded GSA schedule 84 - Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response, contract #GS-07F-0092M and GSA schedule 70 Contract GS-35F-0647Y for commercial IT products/services.

All material, information and supplied system drawings and designs furnished with this proposal are strictly confidential in nature and are intended solely f the above-mentioned client in evaluating Camtek, Inc. as a potential vendor. No portion of the supplied material may be reproduced or distributed in any v without the expressed written permission of Camtek, Inc.

Bill Of Materials:

Replace DSX Controller with Galaxy Controllers — $43,246.17

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
11	Galaxy Controls	600Pack8PS	635 Controller Medium Enclosure 2 Power Supplies	$2,331.36	$25,644.96

Labor Schedule for: Replace DSX Controller with Galaxy Controllers

QTY	Description	Rate	Ext. Price
184.00	Journeyman Prevailing Wage	$95.00	$17,480.00

Supplies & Materials for: Replace DSX Controller with Galaxy Controllers

QTY	Description	Ext. Price
1.0	Permit -City of Spokane	$40.40
1.0	Intent & Affidavit	$80.81

Equipment Subtotal:	$25,644.96
Labor Subtotal:	$17,480.00
Supplies & Materials SubTotal:	$121.21
Replace DSX Controller with Galaxy Controllers SubTotal:	**$43,246.17**

Galaxy Enterprise Software Additional Ports — $9,375.80

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
10	Galaxy Controls	90-0600-70/EGSA	90-0600-70/EGSA	$785.58	$7,855.80

Labor Schedule for: Galaxy Enterprise Software Additional Ports

QTY	Description	Rate	Ext. Price
16.00	Journeyman Prevailing Wage	$95.00	$1,520.00

Equipment Subtotal:	$7,855.80
Labor Subtotal:	$1,520.00
Galaxy Enterprise Software Additional Ports SubTotal:	**$9,375.80**

Replace Existing Power Supplies — $6,031.63

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
11	Altronix	AL600ULACM	Al600Ulacm Acm8 Power Control Fire/Access…	$358.33	$3,941.63

Labor Schedule for: Replace Existing Power Supplies

QTY	Description	Rate	Ext. Price
22.00	Journeyman Prevailing Wage	$95.00	$2,090.00

Equipment Subtotal:	$3,941.63
Labor Subtotal:	$2,090.00
Replace Existing Power Supplies SubTotal:	**$6,031.63**

Replace Existing Mag Stripe Readers with Proximity Readers — $15,016.08

QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
76	Farpointe	P-500HA	Farpointe Alps Prox Reader Covers Single Gang Box	$97.58	$7,416.08

Labor Schedule for: Replace Existing Mag Stripe Readers with Proximity Readers

QTY	Description	Rate	Ext. Price
80.00	Journeyman Prevailing Wage	$95.00	$7,600.00

All material, information and supplied system drawings and designs furnished with this proposal are strictly confidential in nature and are intended solely f
the above-mentioned client in evaluating Camtek, Inc. as a potential vendor. No portion of the supplied material may be reproduced or distributed in any v
without the expressed written permission of Camtek, Inc.

Equipment Subtotal:	$7,416.08
Labor Subtotal:	$7,600.00
Replace Existing Mag Stripe Readers with Proximity Readers SubTotal:	**$15,016.08**

System Investment:

Total Equipment:	**$44,858.47**
Total Labor:	**$28,690.00**
Total Supplies & Materials:	**$121.21**
Total Proposal Amount:	**$73,669.68**

Note: The above price does not include sales tax.

All material, information and supplied system drawings and designs furnished with this proposal are strictly confidential in nature and are intended solely f
the above-mentioned client in evaluating Camtek, Inc. as a potential vendor. No portion of the supplied material may be reproduced or distributed in any v
without the expressed written permission of Camtek, Inc.

CAMTEK Inc.
Integrated Security Systems

Proposal #: 37779-1-0
Proposal Date: July 17, 2018

☑ Purchase Order, Balance Upon Completion

Billing Address:

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

Customer Acceptance:

Signature

City of Spokane

Title

July 17, 2018

Camtek, Inc.:

Signature

Camtek, Inc.

Print

July 17, 2018

EXHIBIT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

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

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

Briefing Paper
Urban Development Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Access Control Upgrade with Camtek, Inc.
Date:	December 17, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Ed Lukas
Committee(s) Impacted:	Urban Development Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD and Facilities Management – to provide the City of Spokane facilities with an upgrade to our secure access control system.
Strategic Initiative:	Sustainable Resources
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade City Hall security system to Galaxy. Projected to begin in December 2018 and be completed by February 1, 2019.

Background/History: Upgrading the City Hall security access system (current system is end-of-support) to the Galaxy Security system that is currently deployed at Fire Training and CCB. In addition, the Galaxy system implementation will replace the current magnetic card-swipes with proximity card-readers.

Note: The city partners with Spokane County and School District 81 (Both entities have installed Galaxy security systems) to allow public safety personnel and authorized staff access in all facilities as required/requested.

Executive Summary:

- Upgrade City Hall to the Galaxy badging security system (proximity badge access) - cost which includes equipment, labor, and supplies & materials is $73,669.68 plus $6,482.93 sales tax for a total of $80,152.61.
- Budget Account #5300-30210-18880-54201 for $75,152.61
- Budget Account #5900-30210-94000-56203-81062 for $5,000.00

Budget Impact:
Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ■ Yes ☐ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☐ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

BUSINESS LICENSE

STATE OF WASHINGTON

Unified Business ID #: 602020474
Business ID #: 001
Location: 0001
Expires: Nov 30, 2018

Corporation

CAMTEK, INC.
3815 E EVERETT AVE
SPOKANE, WA 99217-6614

UNEMPLOYMENT INSURANCE - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

TAX REGISTRATION #602-020-474 - ACTIVE

CITY ENDORSEMENTS:

RICHLAND SERVICE BUSINESS #F03058 (EXPIRES 3/31/2019) - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS #02236 (EXPIRES 3/31/2019) - ACTIVE
LIBERTY LAKE GENERAL BUSINESS (EXPIRES 3/31/2019) - ACTIVE
PROSSER GENERAL BUSINESS (EXPIRES 3/31/2019) - ACTIVE
SPOKANE GENERAL BUSINESS #T12035040BUS (EXPIRES 3/31/2019) - ACTIVE
SUNNYSIDE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #18699 (EXPIRES 3/31/2019) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Director, Department of Revenue

CAMTINC-01 BEASLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2018

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

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

PRODUCER
Alliant Insurance Services, Inc.
818 W Riverside Ave Ste 800
Spokane, WA 99201

CONTACT NAME: Michelle K. DeMoss, AINS, CLCS, CRIS
PHONE (A/C, No, Ext): (509) 343-9239 FAX (A/C, No): (509) 325-1803
E-MAIL ADDRESS: Michelle.DeMoss@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B : Continental Western Insurance Company	10804
INSURER C : Scottsdale Insurance Company	41297
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Camtek, Inc.
P.O. Box 6520
Spokane, WA 99217-0908

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			GLO491123	10/05/2018	10/05/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CPA602938521	10/05/2018	10/05/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			UMS0028201	10/05/2018	10/05/2019	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		GLO491123	10/05/2018	10/05/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Camtek, Inc
PO Box 6520
Spokane, WA 99217-0908

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/3/2018
		Clerk's File #	OPR 2018-0804
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	2017177
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - DOE GRANT AGREEMENT - WQC - 2018 - SPOKAN - 00042		

Agenda Wording

Grant agreement with Washington State Department of Ecology for building the CSO Basin 25 Control Facility.

Summary (Background)

The Department of Ecology has awarded the City of Spokane three grants for stormwater improvement projects to improve water quality in the Spokane River. These grants were awarded based on a competitive application process. Due to delays in the State's capital budget, these grants span two funding cycles. The City will have a 25% match on the grants. These revenue and expenses are budgeted and consistent with the 6-year Capital Program. CSO Basin 25 Control Facility is one of the grants.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Revenue	$ 915,905.25	# 4250-98817-99999-33431-10025
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 9/12/16
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
GRANTS & CONTRACT MGMT	STOPHER, SALLY	icmaccounting@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
September 12, 2016

Subject:
Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants will fund design and construction projects. The suggested projects listed below have been identified from the draft Six Year Stormwater Program.

SFAP 2018 Grants

Project	Construction Year	Grant Amount
Erie Stormwater Facility	2018	$ 1,300,000
CSO Basins 14&15 Green Infrastructure	2017	$ 1,000,000
CSO Basin 25 Stormwater Separation	2017	$ 1,250,000
N Monroe (Indiana to Cora) Stormwater	2018	$ 1,380,000
TOTAL		**$ 5,930,000**

The attached list of projects is being presented to Council for approval prior to the October 21, 2016 application submission date.

Impact:
There is a 25% match required for the Ecology grants. The maximum funding through this program is $5 Million per jurisdiction.

Action:
Recommend approval of the attached lists of proposed applications.

Funding:
The Ecology grants are funded by State capital stormwater monies.

Agreement No. WQC-2018-Spokan-00042

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

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

GENERAL INFORMATION

Project Title:	CSO Basin 25 Stormwater Management
Total Cost:	$3,801,579.00
Total Eligible Cost:	$1,221,207.00
Ecology Share:	$915,905.25
Recipient Share:	$305,301.75
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in the Spokane River by installing collection and conveyance piping from Combined Sewer Overflow (CSO) basin 25 and the Maple Street Bridge MS4, and a bioretention facility in Riverwalk Park in the city of Spokane. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc, and will reduce combined sewer overflows to the Spokane River.

Project Long Description:
The Spokane River flows for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO,

which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

The RECIPIENT has an extensive combined storm and sanity sewer (CSO) system that discharges combined sewer overflows directly to the Spokane River during large storm events. CSO Basin 25 is located just west of downtown Spokane on the south edge of the Spokane River. The 22-acre basin includes businesses, parking lots, park areas, and multi-family residential housing. A CSO regulator vault, located at the intersection of Main Ave. and Cedar St., collects and regulates combined sewer flows to the Riverside Park Water Reclamation Facility (RPWRF) and sends overflows to the Spokane River. Annually, the vault discharges an average of 413,224 gallons of combined sewage directly to the Spokane River.

The southern end of the Maple Street Bridge crosses over the project area and has a separated stormwater sewer system (MS4) that discharges directly to the River approximately 450-feet west of the CSO 25 outfall pipe. The Bridge is 0.3 miles long and has an average daily traffic count of 40,600 vehicles.

The RECIPIENT will mitigate runoff from 16.2 acres of pollution generating impervious surfaces (PGIS); 12.9 acres from CSO basin 25, and 3.3 acres from the Maple St. Bridge. The RECIPIENT will install a new storm pipe system, connect the Maple St. Br. MS4 to the new system, and install a central bioretention swale in Riverwalk Park located in the Peaceful Valley neighborhood. The RECIPIENT chose a central bioretention swale because this project is in a highly developed area and there is limited space available for treatment best management practices. The finished project will reduce direct discharges of total suspended solids (TSS), total phosphorus, dissolved metals, and PCBs by infiltrating treated runoff and reducing CSO discharges.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 44 W Riverside
Spokane, WA 99201

Physical Address: 44 W Riverside
Spokane, Washington 99201-3343

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

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Lauren Berry Accountant 808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Financial Manager	Layne Slone Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: LNAK461@ecy.wa.gov Phone: (360) 407-7540
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

City of Spokane

By: _____

David A Condon Date

Mayor

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost:** $10,000.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $100,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $150,000.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:
Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $961,207.00

Task Title: Construction

Task Description:
A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a bioretention facility and conveyance piping. The project will mitigate runoff from approximately 16.2 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, and dissolved zinc.

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190108

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

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2017
Funding Expiration Date: 06/30/2019

Funding Source:

Title: SFAP-SFY18

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	$ 10,000.00
Design Plans and Specs, Environmental Review	$ 100,000.00
Construction Management	$ 150,000.00
Construction	$ 961,207.00
	Total: $ 1,221,207.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 305,301.75	$ 915,905.25	$ 1,221,207.00
Total		**$ 305,301.75**	**$ 915,905.25**	**$ 1,221,207.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

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

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

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

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

"Acquisition" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

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

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

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

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

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

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

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

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

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

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

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

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

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

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"Project Schedule" means that schedule for the project specified in the agreement.

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

"Reserve Account" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

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

issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

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

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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

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

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

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

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

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased

with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:
http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

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

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA

logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single

audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

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

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

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract

administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

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

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

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

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager

before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

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

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

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

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this

loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

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

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

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

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

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

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the

Fiscal Office.

K. Loan Security

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

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

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

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

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

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

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing

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

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

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

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

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide

to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

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

reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

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

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.
20. PROPERTY RIGHTS
a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

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

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

completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.
29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0805
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	MARK PAPICH 625-6310	**Project #**	2015130
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - DOE GRANT AGREEMENT WQC - 2018-SPOKAN - 00018		

Agenda Wording

Grant agreement with Washington State Department of Ecology for building the Erie Stormwater Facility.

Summary (Background)

The Department of Ecology has awarded the City of Spokane three grants for stormwater improvement projects to improve water quality in the Spokane River. These grants were awarded based on a competitive application process. Due to delays in the State's capital budget, these grants span two funding cycles. The City will have a 25% match on the grants. These revenue and expenses are budgeted and consistent with the 6-year Capital Program. Erie Stormwater Facility is one of the grants.

Fiscal Impact	Grant related? YES Public Works? YES	**Budget Account**
Revenue	**$** 1,031,477.50	**#** 4250-98817-99999-33431-14353
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	Public Works 9/12/16
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
GRANTS & CONTRACT MGMT	STOPHER, SALLY	icmaccounting@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
September 12, 2016

Subject:
Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants will fund design and construction projects. The suggested projects listed below have been identified from the draft Six Year Stormwater Program.

SFAP 2018 Grants

Project	Construction Year	Grant Amount
Erie Stormwater Facility	2018	$ 1,300,000
CSO Basins 14&15 Green Infrastructure	2017	$ 1,000,000
CSO Basin 25 Stormwater Separation	2017	$ 1,250,000
N Monroe (Indiana to Cora) Stormwater	2018	$ 1,380,000
TOTAL		**$ 5,930,000**

The attached list of projects is being presented to Council for approval prior to the October 21, 2016 application submission date.

Impact:
There is a 25% match required for the Ecology grants. The maximum funding through this program is $5 Million per jurisdiction.

Action:
Recommend approval of the attached lists of proposed applications.

Funding:
The Ecology grants are funded by State capital stormwater monies.

Agreement No. WQC-2018-Spokan-00018

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

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

GENERAL INFORMATION

Project Title:	Erie Stormwater Facility
Total Cost:	$1,344,510.00
Total Eligible Cost:	$1,344,510.00
Ecology Share:	$1,031,477.50
Recipient Share:	$313,032.50
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in the Spokane River through installation of a bioretention swale with underdrain, storage vault and pump , and drywells on the west side of Erie Street adjacent to the Spokane River in the City of Spokane. This project will provide treatment for total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), and dissolved copper and zinc by increasing stormwater infiltration and providing stormwater detention.

Project Long Description:
The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake, flowing through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are

impacted by pollutants known to be transported into surface waters by untreated stormwater.

This project is located in the University District, on the west side of Erie St. adjacent to the Spokane River, and will treat stormwater from about 13.6 acres of the Union Basin. The Union Basin (approximately 29 acres of pollution generating impervious surface (PGIS)) is located between I-90 and the Spokane River, east of the Hamilton Street Bridge, and is zoned for heavy and light industrial land use. The RECIPIENT and ECOLOGY identified the Union Basin as a high contributor of PCBs and other industrial pollutants to the Spokane River by sampling catch basin sediment throughout the basin. This project will treat stormwater from about 13.6 acres that currently collects into a municipal separated storm sewer system (MS4), and discharges, untreated, directly to the Spokane River. In 2016 the Recipient completed the Union Basin Stormwater Improvement Project (Ecology grant G1400370) which collects and treats about 9.4 acres. The remaining PGIS area in the basin consists of rooftops and parking areas that are not connected to the MS4.

The Union Basin MS4 consists of catch basins and conveyance pipes that connect to a trunk line along Trent Avenue that outlets to the river. The outfall is currently shared with a combined sewer overflow (CSO) outfall from Spokane's CSO Basin 34. Stormwater will continue to flow through the Union Basin MS4 system; however, the Recipient will divert the MS4 outlet pipe from the Spokane River into a vault, and then pump it up to a centralized bioretention swale for treatment. An underdrain system in the bioretention swale will convey treated stormwater to four new drywells east of the bioretention area for discharge into native soils. Due to high groundwater and soil contamination in the project area, the bioretention swale will have a PVC or clay lining. An overflow to the existing outfall pipe will be retained to manage extreme storm events within the basin.

The RECIPIENT chose to divert stormwater at the lowest possible point prior to the current outfall so they could prevent the bulk of stormwater runoff from reaching the river. They chose bioretention soil media to treat the stormwatwer for total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), and dissolved copper and zinc.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 44 W Riverside
Spokane, WA 99201

Physical Address: 44 W Riverside
Spokane, Washington 99201-3343

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

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kevan Brooks Accountant II 808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Financial Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

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

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $92,380.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload a digital copy of the items listed below to EAGL for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will upload a digital copy of the Final Bid Package to EAGL for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload one copy of the Design Report to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload one copy of the 90-Percent Design Package to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $138,570.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

E. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

F. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:
Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $1,113,560.00

Task Title: Construction

Task Description:
A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of the storage tank, pumps, drywells, and bioretention area to mitigate runoff from 13.59 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Section D of the document, "Design Deliverables for Projects with Ecology Funding" (https://ecology.wa.gov/DOE/files/93/930ea880-3989-4ac3-9b6b-ae6dd7b0151c.pdf)

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil (Total Petroleum Hydrocarbons), dissolved copper and zinc.

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190223

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

Funding Title:	SFAP Green Retrofit Incentive	Funding Type:	Grant
Funding Effective Date:	07/01/2017	Funding Expiration Date:	06/30/2021

Funding Source:

Title:	SFAP-SFY18
Type:	State
Funding Source %:	100%
Description:	Environmental Legacy Stewardship Account (ELSA) - State

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

SFAP Green Retrofit Incentive	Task Total
Design Plans and Specs, Environmental Review	$ 92,380.00
	Total: $ 92,380.00

BUDGET

Funding Distribution EG190224

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

Funding Title:	SFAP	Funding Type:	Grant
Funding Effective Date:	07/01/2017	Funding Expiration Date:	06/30/2021

Funding Source:

Title:	SFAP-SFY17 (WQC-2017)
Type:	State
Funding Source %:	95.04%
Description:	Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Title:	SFAP-SFY18
Type:	State
Funding Source %:	4.96%
Description:	Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate:	Approved State Indirect Rate: 0%
Recipient Match %:	25%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 0.00
Construction Management	$ 138,570.00
Construction	$ 1,113,560.00

Total: $ 1,252,130.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 313,032.50	$ 939,097.50	$ 1,252,130.00
SFAP Green Retrofit Incentive	0.00 %	$ 0.00	$ 92,380.00	$ 92,380.00
Total		**$ 313,032.50**	**$ 1,031,477.50**	**$ 1,344,510.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

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

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

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

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

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

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

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

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

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

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

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

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

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

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

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

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the

loan begins to operate for its intended purpose.

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

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

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

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

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

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

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

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

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

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

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

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

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

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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

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

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

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

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

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:
http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY’s project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant

signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

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

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report

Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

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

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

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

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

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

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

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive

technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington,

including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

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

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

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

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

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

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

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

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

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

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the

outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

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

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

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

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

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

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

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

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

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

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

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become

unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff)

shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

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

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

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

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.
20. PROPERTY RIGHTS
a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

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

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

completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.
29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0806
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	MARK PAPICH 625-6310	**Project #**	2016199
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - DOE GRANT AGREEMENT WQC - 2017 - SPOKAN - 00014		

Agenda Wording

Grant agreement with Washington State Department of Ecology for building the Third Avenue Stormsewer from Sherman Street to Arthur Street (Pacific and Perry Infiltration Facility).

Summary (Background)

The Department of Ecology has awarded the City of Spokane three grants for stormwater improvement projects to improve water quality in the Spokane River. These grants were awarded based on a competitive application process. Due to delays in the State's capital budget, these grants span two funding cycles. The City will have a 25% match on the grants. These revenue and expenses are budgeted and consistent with the 6-year Capital Program. Third Avenue Stormsewer is one of the grants.

Fiscal Impact	Grant related? YES Public Works? YES	**Budget Account**
Revenue	**$** 778,021,.50	**#** 4250-98817-99999-33431-14381
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
GRANTS & CONTRACT MGMT	STOPHER, SALLY	icmaccounting@spokanecity.org	

ORDINANCE NO. C35326

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2016 THROUGH 2021, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2016 through 2021) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 23, 2014 by Council Resolution 2014-0068, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 28, 2015, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted public workshops regarding the CIP on October 14 and October 28, 2015; and

WHEREAS, after providing appropriate public notices, on November 11, 2015, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on September 4, 2015, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CPI. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2016-2021), as set forth in the attached Citywide Capital Improvement Program (2016-2021).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2016-2021).

Section 3. Effective Date. This ordinance shall take effect and be in force on January 16, 2016

PASSED BY THE CITY COUNCIL ON December 7, 2015

Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Mayor

12/17/15
Date

January 16, 2016
Effective Date

CITY OF SPOKANE WASHINGTON

Wastewater Management/Stormwater

Pacific & Perry Stormwater Facility

WWM-2015-84

Executive Summary

A series of bio-retention swales to treat and infiltrate stormwater in the area.

Project Justification

Stormwater from WSDOT, CSO Basin 33c, and the surrounding areas will be removed from the combined sewer or the City-owned outfall pipe to the Spokane River. Any flows from this pipe are the City's responsibility, including flows that originate on I90.

This project meets the following comprehensive plan goals and/or policies:

CFU 1 adequate public facilities CFU 3 Coordination CFU 5 Environmental Concerns NE 1 Water Quality

Location

Other Location

Perry from Pacific to 2nd Ave

Project Status

Active

planning

External Factors

Council approval of capital budget

Maintenance

Maintenance of capital facilities, buildings and infrastructure has an impact on a Department's operating budget, and thus routine maintenance costs for new and ongoing projects are identified in the table below.

	2016	2017	2018	2019	2020	2021	Total
Expected Annual Maintenance	$0	$0	$0	$0	$0	$0	$0

Maintenance Comments

Wastewater Management/Stormwater

Pacific & Perry Stormwater Facility

WWM-2015-84

Spending

Project Phase	Spending to Date	Estimated Spending						Total
		2016	2017	2018	2019	2020	2021	6 Year Total	
Construction	$0	$1,300,000	$800,000	$400,000	$0	$0	$0	$2,500,000	$2,500,000
Design	$50,000	$150,000	$80,000	$20,000	$0	$0	$0	$250,000	$300,000
Total	$50,000	$1,450,000	$880,000	$420,000	$0	$0	$0	$2,750,000	**$2,800,000**

Funding

Funding Name	Source	Status*	Funding to Date	Estimated Funding						
				2016	2017	2018	2019	2020	2021	Total
Utility Rates	Local	Funded	$50,000	$1,450,000	$880,000	$420,000	$0	$0	$0	$2,800,000
Total			$50,000	$1,450,000	$880,000	$420,000	$0	$0	$0	**$2,800,000**

*Status definitions

- Unidentified: Funding source has not yet been determined
- Identified: Funding source has been found, but not yet requested
- Applied: Grant or loan application has been submitted, or budget has been requested
- Awarded: Grant or loan has been offered but the contract has not yet been signed or budget has not yet been approved by Council
- Encumbered: Project contract has been signed and funds have been allocated to spend on the project

Funding amounts in red reflect sources that are unidentified, identified, or anticipated.

Agreement No. WQC-2017-Spokan-00014

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

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

GENERAL INFORMATION

Project Title:	Pacific and Perry Infiltration Facility
Total Cost:	$1,037,362.00
Total Eligible Cost:	$1,037,362.00
Ecology Share:	$778,021.50
Recipient Share:	$259,340.50
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2020
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in the Spokane River through installation of conveyance piping to an existing bioinfiltration facility at Pacific Ave. and Perry St. in the City of Spokane. This project will provide treatment for Total Suspended Solids (TSS) and oil (Total Petroleum Hydrocarbons). The project will reduce flows to the Spokane River by increasing stormwater infiltration. Additional benefits of this project include reduced combined sewage overflows.

Project Long Description:
The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake, flowing through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are

impacted by pollutants known to be transported into surface waters by untreated stormwater.

The RECIPIENT has an extensive combined storm and sanity sewer (CSO) system that discharges combined sewer overflows directly to the Spokane River during large storm events. In 2016, the RECIPIENT installed a bioinfiltration facility located at E. Pacific Ave. and S. Perry St., adjacent to the I-90 and Hamilton (SR 290) interchange, in the East Central neighborhood in Spokane. The bioinfiltration facility treats stormwater from CSO basin 33c, and the residential areas surrounding the facility. Land use in the contributing area includes centers and corridors, general commercial, single family residential, and light industrial. Currently, the bioinfiltration facility is treating runoff from 8 acres.

The RECIPIENT will separate stormwater from 0.4 miles of 2nd Avenue (Scott St. to Perry St), and 0.4 miles of 3rd Avenue (Sherman St. to Arthur St.) by installing new conveyance piping, increasing the contributing area by 7.21 acres (2.62 fom 2nd Ave., 4.59 from 3rd Ave.). The existing bioinfiltration facility has capacity to treat and infiltrate the additional area draining to it without modifications. This phase of the project will connect the conveyance pipes to the bioinfiltration facility. Completing the separation of stormwater from the CSO system and treating it with the bioinfiltration facility, will reduce direct discharges of TSS, total phosphorus, dissolved metals, and PCBs to the Spokane River by infiltrating treated runoff and reducing CSO discharges.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 44 W Riverside
Spokane, WA 99201

Physical Address: 44 W Riverside
Spokane, Washington 99201-3343

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

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Lauren Berry Accountant 808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Financial Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Technical Advisor	Tim Duda PO Box 47600 Olympia, Washington 98504-7600 Email: TDUD461@ecy.wa.gov Phone: (360) 407-6684

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

City of Spokane

By: _____

David A Condon Date

Mayor

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

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

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $0.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $0.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-accepted equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:
Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $1,037,362.00

Task Title: Construction

Task Description:
A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. They will install conveyance piping from CSO Basin 33-c to the Pacific and Perry infiltration facility, to mitigate runoff from approximately 7.20 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions Total Suspended Solids (TSS) and oil (Total Petroleum Hydrocarbons).

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190207

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

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2017
Funding Expiration Date: 06/30/2020

Funding Source:

Title: SFAP - SFY17

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 0.00
Construction Management	$ 0.00
Construction	$ 1,037,362.00

Total: $ 1,037,362.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 259,340.50	$ 778,021.50	$ 1,037,362.00
Total		**$ 259,340.50**	**$ 778,021.50**	**$ 1,037,362.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

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

"Administration Charge" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"Administrative Requirements" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

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

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

"Centennial Clean Water Program" means the state program funded from various state sources.

"Contract Documents" means the contract between the RECIPIENT and the construction contractor for construction of the project.

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

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

"Effective Date" means the earliest date on which eligible costs may be incurred.

"Effective Interest Rate" means the total interest rate established by Ecology that includes the Administrative Charge.

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

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially
closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

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

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

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

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

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

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

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

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

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

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

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

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

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

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

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

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

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

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

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

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

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

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

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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

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

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

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

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

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

C. Cultural Resources: The RECIPIENT shall:
1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available upon request by any party. The IDP must be readily available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in

the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives, if human remains, cultural, or archeological resources are discovered in the course of ground disturbing activities. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

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

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reductions for each best management practice (BMP) installed as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

C. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

D. Consultant Cap: The RECIPIENT shall ensure that loan or grant funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. The Executive Schedule can be found at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9 for additional information.

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

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

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

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government

RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, and State and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors,

engineers, vendors, and any other entity for work or services pertaining to this agreement.

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

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

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

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL

5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

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

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

I. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.
In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.
If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments
1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

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

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

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

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

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

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

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

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the

RECIPIENT" to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

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

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

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

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

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

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.
The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
2) Prohibit inflow of stormwater.
3) Require that new sewers and connections be properly designed and constructed.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WATER QUALITY COMBINED FINANCIAL ASSISTANCE TERMS AND CONDITIONS LAST UPDATED ON 10/04/2016

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant,

person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

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

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.
20. PROPERTY RIGHTS
a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

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

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

completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.
29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/6/2018
		Clerk's File #	OPR 2015-0030
		Renews #	
Submitting Dept	PUBLIC WORKS	**Cross Ref #**	
Contact Name/Phone	CORIN MORSE 625-6855	**Project #**	
Contact E-Mail	CMORSE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 19928
Agenda Item Name	5200 - SERVICE MANAGEMENT EXTENSION - FAIRFAX IMAGING, INC.		

Agenda Wording

Service Maintenance Agreement Extension with Fairfax Imaging, Inc. for an amount not to exceed $16,051.54.

Summary (Background)

The Interlocal Agreement was approved on September 24, 2018 and fully signed as of November 6, 2018. Planning, programming and testing the new process has been ongoing and expected to reach full implementation as of February, 2019. The need to extend this agreement is to cover possible service and repairs until we are able to launch payment processing to Spokane County.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 16,051.54	**#** 5200 72700 38148 54820
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SIMMONS, SCOTT M.	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	SRC 12/17/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	oksanasalem@ffxing.com	
Additional Approvals		cmorse@spokanecity.org	
Purchasing	PRINCE, THEA	itadmin@spokanecity.org	

Briefing Paper
Sustainable Resources Committee

Division & Department:	Public Works & Utility Billing Program
Subject:	Payment Processing
Date:	December 17, 2018
Author (email & phone):	Corin Morse (cmorse@spokanecity.org)
City Council Sponsor:	N/A
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	N/A
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment:	Budget
Strategic Initiative:	Service Maintenance Agreement Extension with Fairfax Imaging, Inc.
Deadline:	
Outcome:	Service and repairs of the payment processing machine (OCR) through implementation of payment processing at Spokane County of utility bill checks and money orders.

Background/History:

- The Interlocal Agreement was approved on September 24, 2018 and fully signed as of November 6, 2018. Planning, programming and testing the new process has been ongoing and expected to reach full implementation as of February, 2019.
- The need to extend this agreement is to cover possible service and repairs during until we are able to launch payment processing to Spokane County.

Executive Summary:

- To extend the service agreement to February 28, 2019 for repair and maintenance to the OCR will cost $14,753.25.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

City Clerk's No. OPR 2015-0300

City of Spokane

CONTRACT EXTENSION WITH COST

Title: FAIRFAX IMAGING ANNUAL MAINTENANCE FOR CITY OF SPOKANE-FOURTH EXTENSION

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and FAIRFAX IMAGING, whose address is 2005 Pan Am Circle, Suite 110, Tampa, Florida, 33607, as "Fairfax". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the "Fairfax" agreed to PROVIDE THE CITY OF SPOKANE WITH CHECK PROCESSING HARDWARE AND SOFTWARE SERVICES; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated April 6, 2015, any previous amendments 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 Extension shall become effective December 1, 2018.

3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

Annual Maintenance Quote dated November 15, 2018 (Attachment A).

4. **EXTENSION.** The contract documents are hereby extended and shall run through February 28, 2019.

5. **COMPENSATION.** The City shall pay , INCLUDING TAX, SIXTEEN THOUSAND, FIFTY-ONE AND 54/100 DOLLARS, ($16,051.54) for everything furnished and done under this Contract Extension.

FAIRFAX IMAGING, INC.:	CITY OF SPOKANE:
By: _____ *(signature)*	By: _____ *(signature)*
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED AS TO FORM:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Extension:

Attachment A

FAIRFAX IMAGING, INC.

November 15, 2018

City of Spokane
IT Admin
W 808 Spokane Falls Road
Spokane, WA 99201

Subject: Fairfax Imaging Annual Maintenance Quote

The following information is a quote for the renewal of maintenance on the hardware and software provided by Fairfax Imaging, Inc. for the City of Spokane.

Annual Hardware and Software Maintenance
Coverage Dates: 12/01/2018 – 02/28/2019
Coverage Times: M – F 9am – 5pm (Pacific Time, excluding Fairfax holidays)
Response Time: 4 hours

Total Hardware Maintenance Renewal Cost: $4,567.50

NCR Hardware

NCR-ITRAN 300 DPM Transport: SN: 34998988
WISEIP Software
Dual-Front MICR
300 DOM E13B Encoder

Rear-Only Black Ink Jet Endorser
Front Camera Only
Pockets for ITRAN SN: 37117657

ITRAN Controller - 3287-5000-8990 SN:
Intel Core2 Duo E6750 (2.66GHz/1333MHz/4MB L2) 375W
2GB, 667MHz, DDR2 SDRAM, ECC (2 DIMMs)
256MB PCIe x16 nVidia NVS 290, Dual Monitor DVI Capable
Internal Chassis Speaker
Broadcom NetXtreme 10/100/1000 Gigabit Ethernet controller-PCI Express card
48X/32X CD-RW/DVD Combo Drive with Cyberlink Power DVD
Genuine Windows XP Professional, SP2 with Media
3.5 inch 1.44MB Floppy Drive
C7, ALL SATA, RAID 1for 2 Hard Drives
80GB SATA 3.0Gb/s with NCQ and 8MB DataBurst Cache
80GB SATA 3.0Gb/s with NCQ and 8MB DataBurst Cache
Dell USB 2-Button Mechanical Mouse with Scroll

2005 Pan Am Circle., Suite #110 • Tampa, FL 33607 • Ph: 877.627.8325 • Fax: 813.881.1600 • E-mail: helpdesk@fairfaximaging.com

Software Maintenance Renewal Cost: $10,185.75

Qty	Description
[02]	Quick Scan License Fee
[01]	Quick Enhance License Fee (unrestricted, unthrottled license)
[01]	Quick Capture License Fee (unrestricted, unthrottled license)
[01]	Quick Key License Fee (unlimited site wide license)
[01]	Quick Balance License Fee (unlimited site wide license)
[01]	Quick Encode License Fee
[01]	Quick Output License Fee
[01]	Quick Fill License Fee
[01]	Quick Review License Fee
[01]	Quick Reports License Fee
[01]	Quick Retrieve Server License Fee
[01]	Quick Retrieve Client License Fee (unlimited site-wide license)
[01]	Quick Workflow Server License Fee
[10]	Quick Workflow Client License Fee
[01]	Quick Config Client License Fee
[01]	Quick Monitor License Fee

Total hardware and software maintenance listed above is $14,753.25

Please Note: When canceling maintenance, a 90-day cancelation notice is required.

Please issue a purchase order. We will then issue an invoice for the above-mentioned maintenance items. You may email to oksana.salem@ffximg.com and/or mail to:

Fairfax Imaging, Inc.
2005 Pan Am Circle, Suite 110
Tampa, FL 33607

Please contact me with any questions or concerns at 813.440.4528 ext: 1032. Thank you for your assistance.

Best Regards,

Oksana Salem
Vendor Coordinator
Fairfax Imaging, Inc.

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/6/2018
		Clerk's File #	OPR 2018-0809
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	
Contact Name/Phone	KEVIN PICANCO 625-6088	**Project #**	
Contact E-Mail	KPICANCO@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	BT
Agenda Item Name	4250 - WSDOT UTILITY AGREEMENT FOR WORK BY WSDOT AT CITY COST		

Agenda Wording

WSDOT Utility Agreement preserving City's ability to proceed with a project that would reimburse WSDOT for construction of pipe casing under NSC for future City utilities use.

Summary (Background)

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. For the accommodation of future city utilities, construction of a casing pipe under the future NSC freeway and BNSF tracks is under consideration along the Rockwell Ave. alignment east of Market St. This improvement is one of several options under consideration by the City to satisfy future utility infrastructure needs; the subject WSDOT agreement preserves the ability for the City to proceed with this project at its discretion. If this project moves forward the City will reimburse WSDOT approximately $900,000 for WSDOT's construction of the utility casing.

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? YES	
Expense	**$** 900,000	**#** 4250-43387-94000-56501-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	FLEIGER, NATHAN	**Study Session**	
Division Director	FLEIGER, NATHAN	**Other**	Urban Experience
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	DALTON, PAT	kpicanco@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	lmeuler@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing		fperkins@spokanecity.org	
		smsimmons@spokanecity.org	
		ktwohig@spokanecity.org	
		Publicworksaccounting@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Integrated Capital Management
Subject:	WSDOT Utility Agreement for Work by WSDOT at City Cost – Rockwell Casing
Date:	December 3, 2018
Author (email & phone):	Kevin Picanco (kpicanco@spokanecity.org , 625-6088)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience / Public Infrastructure
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Washington State Connecting Washington Transportation Funding Package Washington State North Spokane Corridor Project Website: http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm and www.NSCPlace.com
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of WSDOT Utility Agreement reimbursing WSDOT for construction of pipe casing under NSC for future City utilities use.

Background/History:

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. For the accommodation of future city utilities, construction of a casing pipe under the future NSC freeway and BNSF tracks is planned along the Rockwell Ave. alignment east of Market St. The City will reimburse WSDOT approximately $900,000 for WSDOT's construction of the utility casing.

Executive Summary:

- *Approval of WSDOT Utility Agreement for City 'Betterment'; City to reimburse WSDOT approximately $900,000 for construction of a utility casing along Rockwell Ave. for future use by the City.*

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☒ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☒ No
Specify changes required:
Known challenges/barriers:

Washington State Department of Transportation

Utility Construction Agreement Work by WSDOT – Utility Cost		Utility Name & Address City of Spokane Public Works Department 808 W. Spokane Falls Blvd Spokane, WA 99201
Agreement Number **UTB** 1339	Region Eastern	Project Title/Location Rockwell Ave. Utility Casing for future City Utilities
State Route Number **SR** 395	Mileposts **From** **to**	
Estimated Agreement Amount **$** $909,000		Advance Payment Amount **$** 136,350

This Utility Construction Agreement is entered into between the State of Washington Department of Transportation, herein (WSDOT) and the above named Utility (Utility), collectively the "Parties'" and individually the "Party".

Recitals

1. WSDOT is planning the construction or improvement of the State Route as shown above for the listed WSDOT Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities, herein the (Work).
2. The Utility is responsible for (1) the cost of the Work for Utility facilities located without a documented ownership of and/or interest in real property, such as being located pursuant to a franchise, a permit, or undocumented permission, (2) all betterments, and (3) new facilities.
3. The Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the Utility's facilities.
4. The Work includes ☑ Betterments; ☑ Installation of New Facilities; ☐ Relocation of Facilities without Property Rights; ☐ Removal of Existing Facilities from WSDOT right of way; and/or ☐ Protect in Place.
5. It is deemed to be in the best public interest for WSDOT to include the Work in WSDOT's Project.

Now, Therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof.

It Is Mutually Agreed As Follows:

1. Plans, Specifications and Bids

1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments for this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.

1.2 Betterment: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the Utility is solely responsible for the costs of such improvement.

1.3 WSDOT, acting on behalf of the Utility, agrees to perform the Utility facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either:

(1) Utility supplied the Work plans and special provisions to WSDOT, or

(2) WSDOT developed the Work plans and special provisions from Utility-provided information. WSDOT will incorporate the Plans and Special Provisions into WSDOT Project in accordance with Utility requirements. The Utility agrees that it is solely responsible for insuring that all Special Provisions, Plans and Utility standards are met and that it has supplied WSDOT with all applicable standards, codes, regulations, or any other requirements the Utility is obligated to meet, unless otherwise noted.

1.4 The Utility has reviewed and approved the Work Special Provisions and Plans that will be incorporated into WSDOT Project. WSDOT will advertise the Work and Project for bids. WSDOT will be the Utility's representative during the Ad and award period. When requested by WSDOT, the Utility shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise associated with the Work. All comments and clarifications must go through WSDOT. If the Utility supplied the Work plans and special provisions, the Utility agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.

1.5 WSDOT will provide the Utility with written notification of the bid price no later than five (5) days after award for all Work items for which the Utility is responsible for the cost. The Utility shall respond in writing to WSDOT, stating its Acceptance or Rejection of the Work items, within two (2) working days.

1.6 Should the Utility reject the bid Work items for which it has cost responsibility:

1.6.1 WSDOT shall delete said items from the Project. The Utility agrees to reimburse WSDOT for engineering costs and direct and related indirect costs incurred by WSDOT associated with deleting the bid Work items from the Project, including any redesign, reengineering or re-estimating, if necessary, to delete the Work items, and the Utility agrees to pay such costs upon receipt of a WSDOT invoice.

1.6.2 The Utility agrees that should it reject the bid Work items for which it has cost responsibility, it shall continue to be obligated to timely relocate its facilities as required by WSDOT Project. The Utility further agrees that should its actions delay or otherwise damage WSDOT Project, it shall be liable for such costs.

2. Construction, Inspection, and Acceptance

2.1 WSDOT agrees to administer the Work on behalf of the Utility.

2.2 The Utility agrees to disconnect and/or reconnect its facilities as required by WSDOT when such disconnection or reconnection is required to be performed by the Utility. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A. WSDOT agrees, as part of the Work, to remove disconnected and/or abandoned facilities at the Utility's cost. Utility facilities not removed pursuant to this Agreement shall remain the ownership, operation and maintenance responsibility of the Utility.

2.3 Salvage: All materials removed by WSDOT shall be reclaimed or disposed of by WSDOT and shall become the property of WSDOT. If the Utility desires to retain such materials and WSDOT agrees, the value of salvaged materials will be paid to WSDOT in an amount not less than that required by the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*.

2.4 The Utility may furnish an inspector for the Work. The Utility agrees that it is solely responsible for all such inspection costs. The Utility's inspector shall not directly contact WSDOT's contractor. All contact between the Utility's inspector and WSDOT's contractor shall be through WSDOT's representatives. WSDOT's Project Construction Engineer may require the removal and/or replacement of the Utility's inspector if the inspector interferes with WSDOT's Project, WSDOT's contractor and/or the Work.

2.5 WSDOT shall promptly notify the Utility in writing when the Work is completed

2.6 The Utility shall, within Twenty (20) working days of being notified that the Work is completed:

(a) deliver a letter of acceptance to WSDOT which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, or

(b) deliver to WSDOT written reasons why the Work does not comply with the previously approved Plans and Special Provisions. The Utility agrees to work diligently and in good faith with WSDOT to resolve any issues so as not to delay WSDOT's Project. If all issues are resolved, the Utility agrees to deliver to WSDOT a letter of acceptance as provided herein.

2.7 If the Utility does not respond within Twenty (20) working as provided in section 2.6, the Work and the administration thereof will be deemed accepted by the Utility, and WSDOT shall be released from all future claims and demands.

2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense.

2.9 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard WSDOT practice, as directed by WSDOT's Construction Manual. Once the Utility has accepted the Work per Section 2.6 or 2.7, WSDOT upon request by the Utility will provide one reproducible set of contract as-builts to the Utility, and the Utility agrees to pay the cost of reproduction upon receipt of a WSDOT invoice

3. Payment

3.1 The Utility agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration and overhead costs, associated with the Work. The cost of this Work is estimated to be

Nine hundred nine thousand Dollars ($ 909,000). An itemized estimate of Utility-responsible costs for Work to be performed by WSDOT on behalf of the Utility is included in Exhibit B, Cost Estimate.

3.2 The Utility agrees to pay WSDOT the "Advance Payment Amount" stated above within twenty (20) calendar days after WSDOT submits its first partial payment request to the Utility. The advance payment represents fifteen (15) percent of the estimate of cost for which the Utility is responsible. The advance payment will be carried throughout the life of the Work with final adjustment made in the final invoice

3.3 The Parties acknowledge and agree that WSDOT does not have the legal authority to advance state funds for the Utility's Work under this Agreement. Should the Utility fail to make payment according to the terms of this Agreement, WSDOT shall have the right to terminate this Agreement, charging the Utility for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims. Such termination shall not relieve the Utility's obligation to timely relocate its facilities as provided under section 1.6.2

3.4 The Utility, in consideration of the faithful performance of the Work to be done by WSDOT, agrees to pay WSDOT for the actual direct and related indirect cost of all Work for which the Utility is responsible, including mobilization, construction engineering, administration and overhead costs. WSDOT shall invoice the Utility and provide supporting documentation therefore, and the Utility agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.

4. Change in Work or Cost Increase

4.1 Increase in Cost: In the event unforeseen conditions require an increase in the cost of the Work for which the Utility is responsible, above the Exhibit B, Cost Estimate (including sales tax, engineering, and contingencies) by more than Twenty Five (25) percent, the Parties agree to modify Exhibit B to include such cost increase.

4.2 If WSDOT determines that additional Work or a change in the Work is required, prior written approval must be secured from the Utility; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, WSDOT will direct the change without the Utility's prior approval. WSDOT will notify the Utility of such change as soon as possible thereafter. The Utility agrees to respond to all WSDOT change order requests in writing and within five (5) working days. WSDOT notification shall not be required for Utility-requested changes. The Utility agrees to pay all costs associated with the changed Work, as well as the costs of Project or Work delays and/or subsequent contractor claims associated with the Utility's failure to timely respond as required.

4.3 The Utility may request additions to the Work through WSDOT in writing. WSDOT will implement the requested changes as elective changes, provided that a change does not negatively impact WSDOT's transportation system and complies with the Standard Specifications, Project permits, state and/or federal law, applicable rules and/or regulations, and/or WSDOT design policies, and does not unreasonably delay critically scheduled Project contract activities.

4.4 All elective changes to the Work shall be approved in writing by the Utility before WSDOT directs the contractor to implement the changes, even if an executed change order is not required by the Project contract. The Utility agrees to pay for the increases in cost, if any, for such elective changes in accordance with Section 3.

4.5 WSDOT will make available to the Utility all change order documentation related to the Work.

5. Franchise or Permit

5.1 The Utility shall apply for a permit, franchise or an amendment to its current franchise for those new or modified Utility facilities that will be located within WSDOT's right of way. After receiving the application, WSDOT will issue the Utility a permit or a new or amended franchise.

6. Right of Entry

6.1 The Utility agrees to arrange for rights of entry upon all privately owned lands upon which the Utility has a claimed property right and which are necessary to perform the Work. The Utility also agrees to obtain all necessary permissions for WSDOT to perform the Work on such lands, which may include reasonable use restrictions on those lands. The Utility agrees to provide the rights of entry and applicable permissions under this section to WSDOT within N/A (N/A) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate.

7. General Provisions

7.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

7.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.

7.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Each Party shall be responsible for its own attorney's fees and costs.

7.4 Termination:

7.4.1 Unless otherwise provided herein, the Utility may terminate this Agreement upon thirty (30) calendar days written notice to WSDOT. If this Agreement is terminated by the Utility prior to the fulfillment of the terms stated herein, the Utility shall reimburse WSDOT for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred up to the date of termination associated with the Utility Work, as well as the cost of non-cancelable obligations, including any redesign, reengineering or re-estimating, if necessary, to delete the Work, and contractor claims, if any, payment in accordance with Section 3. Further, the Utility acknowledges and agrees that should it terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Work-related documents upon final payment by the Utility.

7.4.2 Unless otherwise provided herein, WSDOT may terminate this Agreement upon thirty (30) calendar days written notice to the Utility. Should WSDOT terminate this Agreement, the Utility shall reimburse WSDOT for all actual direct and related indirect expenses and costs, including mobilization, construction engineering, contract administration and overhead costs, incurred by WSDOT up to the date of termination associated with the Utility Work. The Utility acknowledges and agrees that should WSDOT terminate this Agreement, such termination shall not relieve the Utility from its responsibility to design, remove, relocate and/or construct its facilities so as not to delay or conflict with WSDOT's Project. WSDOT agrees to provide to the Utility all Work-related documents upon final payment by the Utility.

7.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

7.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the other Party, Washington State, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the record, accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

7.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year last written below.

Requesting Entity	Washington State Department of Transportation
Signature: _____	Signature: _____
By: _____ Print Name	By: Mike Gribner P.E. Print Name
Title: _____	Title: Regional Administrator
Date: _____	Date: _____

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/5/2018
		Clerk's File #	ORD C35720
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	ERIC OLSEN 835-4505	**Project #**	
Contact E-Mail	EOLSEN@SPOKANEPOLICE.ORG	**Bid #**	
Agenda Item Type	Special Budget Ordinance	**Requisition #**	
Agenda Item Name	0680-SBO 2018 CONFIDENTIAL FUNDS		

Agenda Wording

SBO ordinance amendment No-C-35565 to amend 1560 Reserve funds in order to increase the budget of the Confidential Fund line in the 1560 account.

Summary (Background)

2018 Confidential Funds budget have run short in that particular budget line and in order to increase the line item budget, SPD needs to use the reserve account to transfer money in to fund that the Confidential Fund line. Confidential Fund line-54922 will increase from $105,000 to 135,000 for the year 2018.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Revenue	**$** 30,000	**#** Undesignated Reserves
Expense	**$** 30,000	**#** 1560-17200-21250-54922
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	KING, KEVIN	**Study Session**	12/3/18
Division Director	LUNDGREN, JUSTIN	**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	DALTON, PAT	spdfinance	
For the Mayor	ORMSBY, MICHAEL	eolsen	
Additional Approvals			
Purchasing			
CITY COUNCIL	MCCLATCHEY, BRIAN		

Briefing Paper
(Public Safety & Community Health Committee)

Division & Department:	Spokane Police Department
Subject:	SBO to increase Confidential Funds
Date:	12/3/18
Contact (email & phone):	Major Eric Olsen, 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval for SBO to add $30,000 budget capacity using State drug forfeiture funds to be used as Confidential Funds

Background/History: Investigations and its various teams use confidential funds to pay for informants, information sources, as well as the purchase of illegal narcotics, firearms and other stolen property.

Executive Summary:

- *Confidential funds are a critical component of many criminal investigations of all crime types. They can be used to procure information pertinent to serious crimes and wanted subjects. The funds can also be used to pay for the controlled purchase of narcotics, illegal and stolen firearms, or stolen property.*
- *Higher level buys have resulted in budgeted amount not being sufficient to meet operational needs*
- *Adopted budgeted amount has been exhausted and without an increase, operations utilizing these funds will have to cease for the remainder of the year*
- *SBO would use funds from Fund Balance*
- *Confidential Funds would increase from $105,000 to $135,000*

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers: None

ORDINANCE NO C35720

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Forfeitures & Contributions Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Forfeitures & Contributions Fund, the following changes be made:

FROM:	1560-99999	Forfeiture Fund	
	99999-	Undesignated Reserves	$ 30,000
TO:	1560-17200	Forfeiture Fund – State	
	21250-54922	Confidential Funds	$ 30,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase confidential funds used in police investigations and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/5/2018
		Clerk's File #	ORD C35721
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	LOUIS MEULER 625-6096	Project #	
Contact E-Mail	LMEULER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0650 - EMERGENCY ORDINANCE AMENDING EXISTING CITY ORDINANCE A.204		

Agenda Wording

Emergency Ordinance amending existing City Ordinance A. 204 to allow for relocating BNSF railroad to facilitate construction of the North Spokane Corridor

Summary (Background)

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. To make room for the North Spokane Corridor, the existing BNSF railroad tracks are being moved to the west of the existing tracks. This amended ordinance allows for the railroad to cross Euclid Avenue in the new alignment.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	
Division Director	KINDER, DAWN	Other	Urban Experience 12/17/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	lmeuler@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	dkinder@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Business & Development / Planning and Developer Services
Subject:	Emergency Ordinance amending existing City Ordinance A. 204 to allow for relocating BNSF railroad to facilitate construction of the North Spokane Corridor
Date:	For Council Hearing on December 17, 2018
Author (email & phone):	Louis Meuler (lmeuler@spokanecity.org , 625-6096) James Richman (jrichman@spokanecity.org, 625-6238)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience / Public Infrastructure
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Washington State Connecting Washington Transportation Funding Package Washington State North Spokane Corridor Project Website: http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm and www.NSCPlace.com
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of emergency ordinance amending Ordinance A. 204 allowing for the BNSF railroad to be relocated further west of the existing Euclid Avenue crossing to make room for the North Spokane Corridor alignment.

Background/History:

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. To make room for the North Spokane Corridor, the existing BNSF railroad tracks are being moved to the west of the existing tracks. This amended ordinance allows for the railroad to cross Euclid Avenue in the new alignment.

Executive Summary:

- *An Emergency Ordinance allows for a shorter ordinance effective date to facilitate the construction timeline and minimize disruption to the City's transportation system.*

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C35721

An ordinance relating to the right to construct, maintain, and operate a railway upon and across streets and alleys in Northeast areas of the City of Spokane, amending a portion of the route and alignment approved in Ordinance A. 204, and declaring an emergency.

Whereas, on or about May 10, 1892, the City Council adopted Ordinance A. 204 granting to the Saint Paul, Minneapolis and Manitoba Railway Company (the "Railway"), including its successor and assigns, the right to construct, maintain, and operate its railway upon and across streets and alleys in the City of Spokane following, substantially, the route and alignment indicated upon a map or plat of said alignment that was to be filed with the City Clerk; and

Whereas, BNSF Railway subsequently acquired the Railway's rights of way and is a successor to the Railway under Ordinance A. 204; and

Whereas, in connection with development and construction of the North Spokane Corridor, BNSF Railway, at the request of the Washington State Department of Transportation, is realigning a portion of its railway in Northeast Spokane, as depicted in the attached Exhibit A, and has asked the City to amend Ordinance A. 204 to reflect the new route and alignment of its railway corridor in this area of Northeast Spokane only;

The City of Spokane does ordain:

Section 1. That route and alignment approved by the City in Ordinance A. 204 is hereby amended between Wellesley Avenue on the North and Cleveland Avenue on the South, as depicted in attached Exhibit A. A more detailed description of the railway's route and alignment at Euclid Avenue is depicted in Exhibit B. All other locations of the route and alignment throughout the City of Spokane as approved under Ordinance A. 204 and all other general terms and conditions of Ordinance A. 204 are hereby affirmed and shall remain unchanged as set forth therein.

Section 2. The City Council finds that this ordinance, passed by a majority plus one of the whole membership of the City Council as an emergency ordinance is necessary for the public health, safety and welfare and for the immediate support of City government and its existing public institutions, and shall be effective immediately upon its passage.

Passed by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

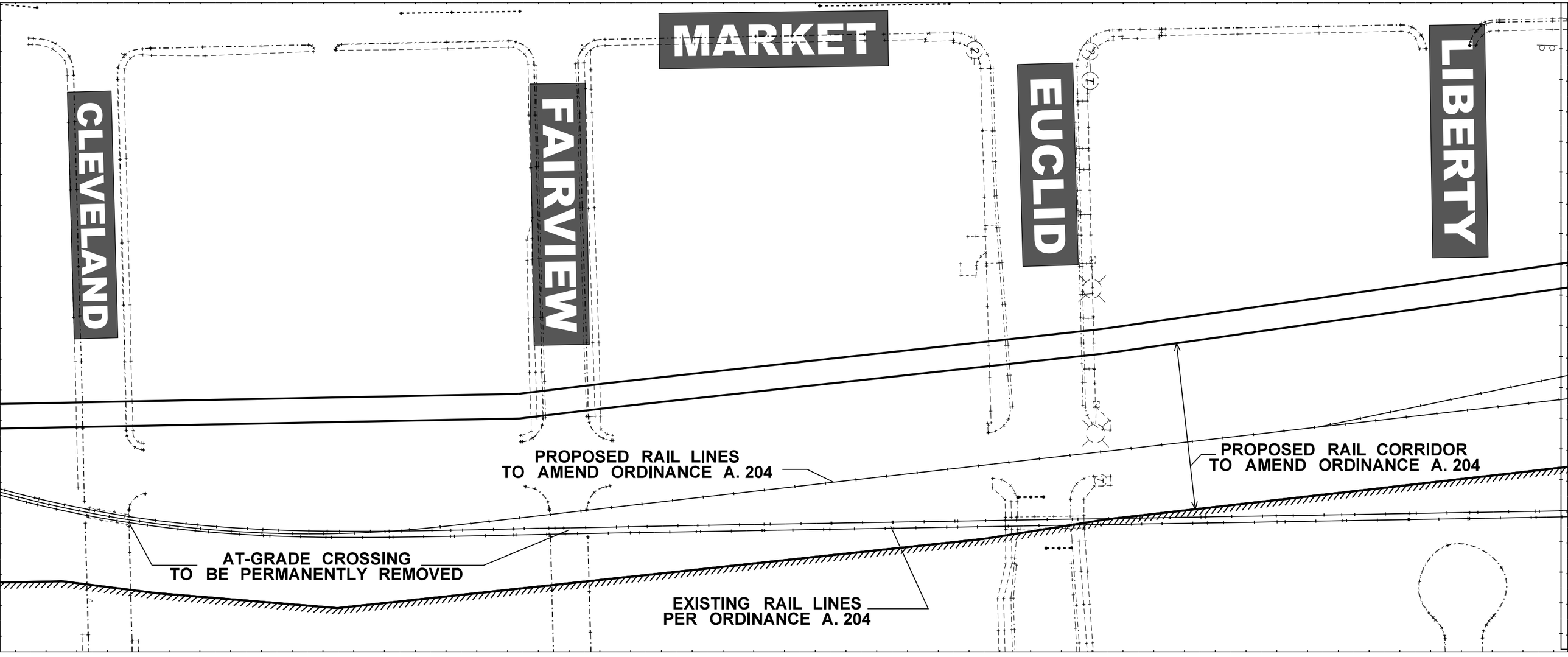
Exhibit A

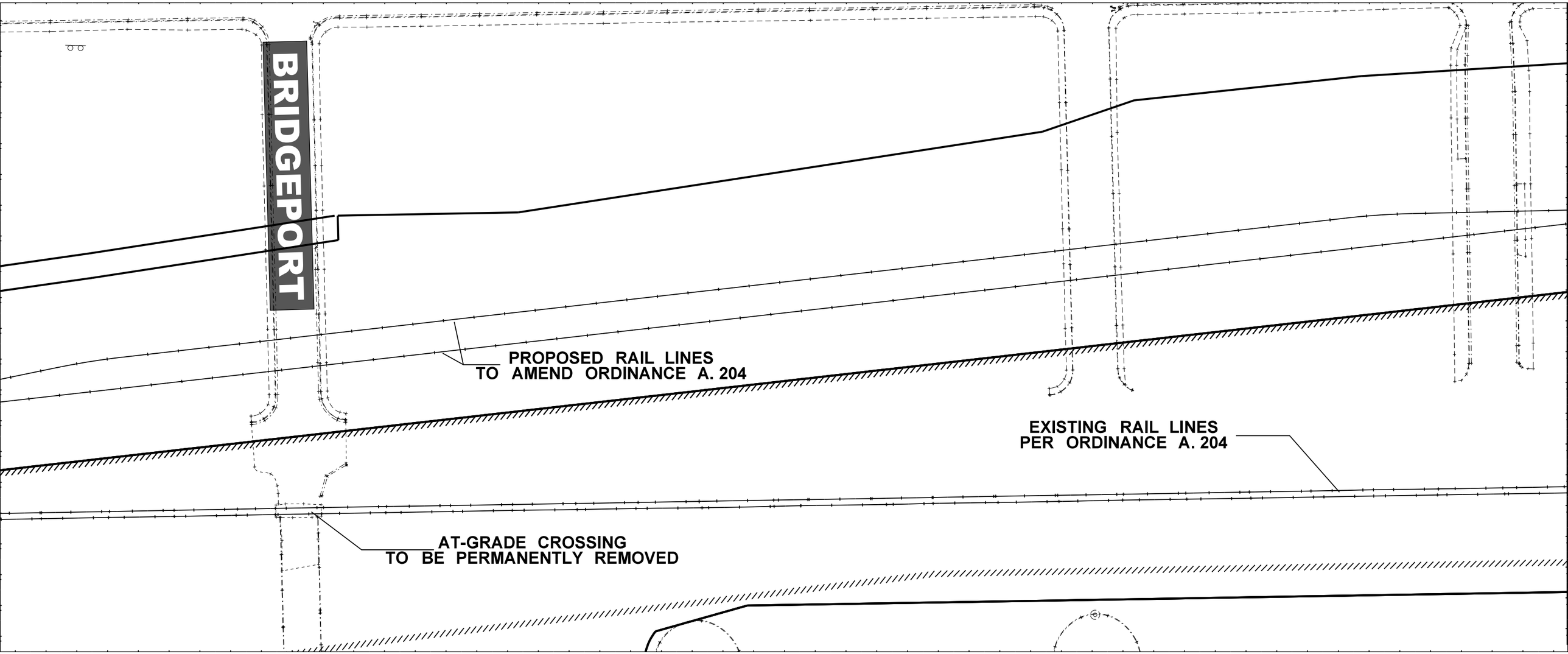
Map of Amended Railway Alignment

Exhibit B

Description of Euclid Crossing

Exhibit A


CLEVELAND
FAIRVIEW
MARKET
EUCLID
LIBERTY
PROPOSED RAIL LINES
TO AMEND ORDINANCE A. 204
PROPOSED RAIL CORRIDOR
TO AMEND ORDINANCE A. 204
AT-GRADE CROSSING
TO BE PERMANENTLY REMOVED
EXISTING RAIL LINES
PER ORDINANCE A. 204


BRIDGEPORT
PROPOSED RAIL LINES
TO AMEND ORDINANCE A. 204
EXISTING RAIL LINES
PER ORDINANCE A. 204
AT-GRADE CROSSING
TO BE PERMANENTLY REMOVED

PROPOSED RAIL LINES
TO AMEND ORDINANCE A. 204

EXISTING RAIL LINES
PER ORDINANCE A. 204

PROPOSED RAIL LINES
TO AMEND ORDINANCE A. 204

EXISTING RAIL LINES
PER ORDINANCE A. 204

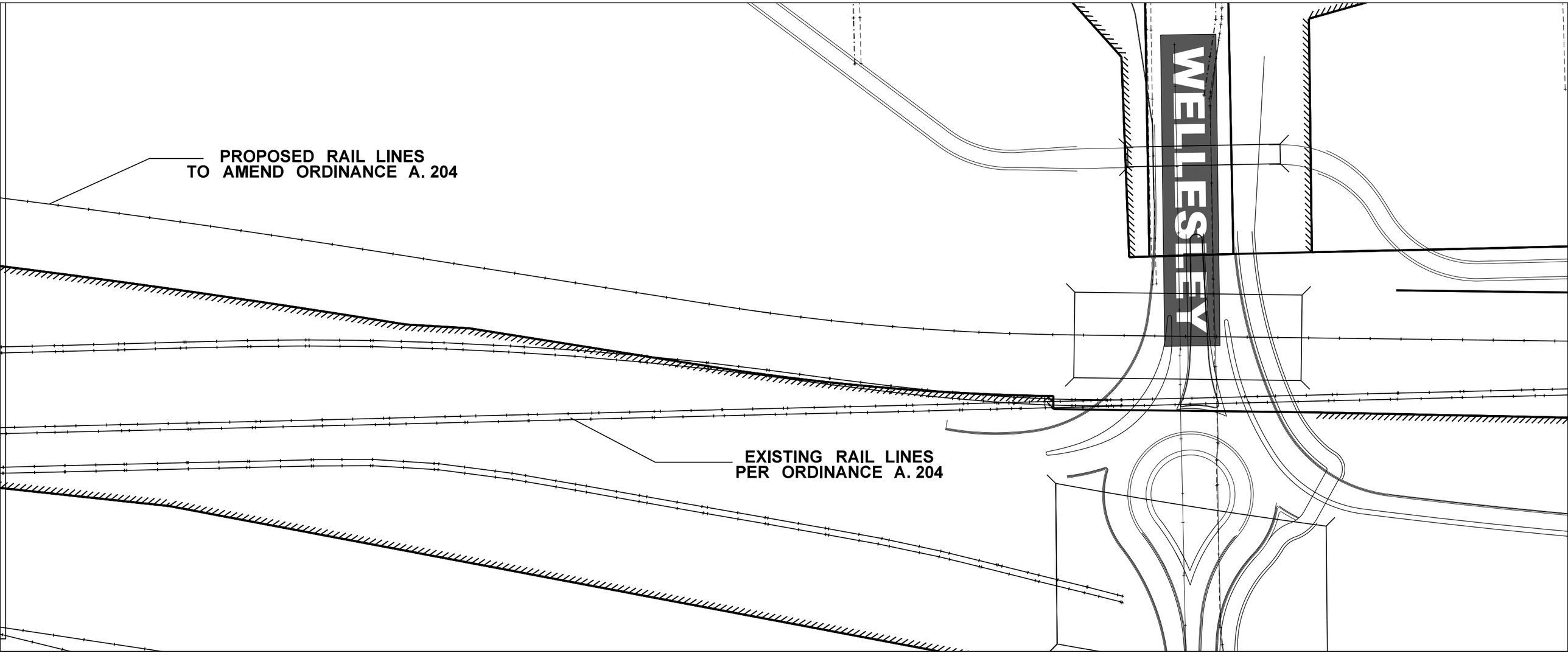

PROPOSED RAIL LINES
TO AMEND ORDINANCE A. 204
EXISTING RAIL LINES
PER ORDINANCE A. 204
WELLESLEY

Exhibit B

DESCRIPTION OF PROPOSED EUCLID CROSSING

That portion of EUCLID AVENUE right of way, described as follows:

BEGINNING at the intersection of the centerline of vacated Greene street, as per Ordinance No. C35678 recorded under Auditor's File Number 6750513, with the South Right of Way line of Euclid Avenue;

Thence South 87°22'53" West, along said South Right of Way line, a distance of 71.99 feet;

Thence North 07°23'09" West a distance of 100.33 feet to the North Right of Way line of said Euclid Avenue;

Thence North 87°22'53" East, along said North Right of Way line, a distance of 134.52 feet;

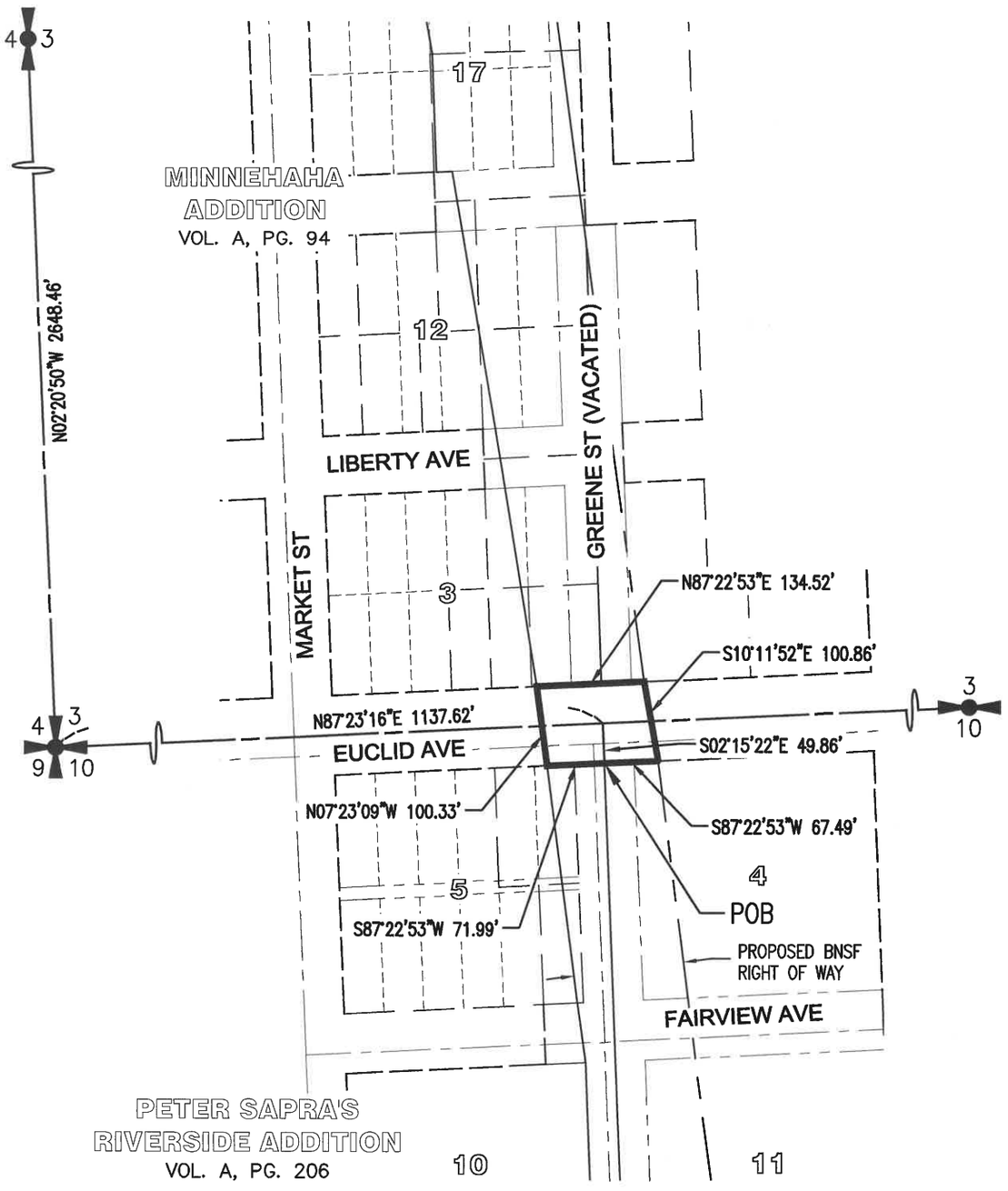
Thence South 10°11'52" East a distance of 100.86 feet to said South Right of Way line;

Thence South 87°22'53" West, along said South Right of Way line, a distance of 67.49 feet to the **POINT OF BEGINNING**;

Situate in the City of Spokane, County of Spokane, State of Washington;

Containing 13,698 Square Feet or 0.314 acres, more or less.

Prepared by Parametrix, Inc.
On: 11/28/2018
By: Jason N. MacLeod, LSIT
Checked By: Darrel W. Carsten, PLS



SURVEY NOTE:

THE PURPOSE OF THIS EXHIBIT MAP IS TO ACCOMPANY A LAND DESCRIPTION INTENDED TO DEFINE A PROPOSED EASEMENT OR NEW CITY ORDINANCE GRANTING BNSF RAILWAY COMPANY RIGHTS ACROSS EUCLID AVENUE.

11-28-18

Parametrix N SCALE IN FEET 0 100 200	**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION** **SPOKANE, WASHINGTON**	**EXHIBIT MAP** **EUCLID CROSSING ALTA** **AREA: 13,698 SF (0.314 ACRES)** **SEC. 3 & 10, T. 25 N, R. 43 E, W.M.**
	DATE: NOVEMBER 28, 2018	FILE: SP3741631116PAC01V-ALTA-EUCLID-EXHIBIT.DWG

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/5/2018
		Clerk's File #	ORD C35722
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	LOUIS MEULER 625-6096	Project #	
Contact E-Mail	LMEULER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Ordinance	Requisition #	
Agenda Item Name	0650 - EMERGENCY ORDINANCE AMENDING STREET VACATION ORDINANCE C35678		

Agenda Wording

WSDOT North Spokane Corridor Project - Adoption of language to release existing utility easements within recently vacated streets when utility licenses with BNSF are completed.

Summary (Background)

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. The City vacated certain City right-of-ways that were needed to support the construction of the North Spokane Corridor, but retained easements for City and AVISTA utilities. The City and AVISTA are obtaining utility licenses from BNSF for existing and future utility needs and the easements are now no longer needed.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	
Division Director	KINDER, DAWN	Other	Urban Experience 12/17/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	lmeuler@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
Purchasing		dkinder@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	edjohnson@spokanecity.org	
		ebrown@spokanecity.org	
		smsimmons@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Business & Development / Planning and Developer Services
Subject:	WSDOT North Spokane Corridor Project – Adoption of language to release existing utility easements within recently vacated streets when utility licenses with BNSF are completed.
Date:	For Council Hearing on December 17, 2018
Author (email & phone):	Eldon Brown (ebrown@spokanecity.org, 625-6305) Louis Meuler (lmeuler@spokanecity.org , 625-6096)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience / Public Infrastructure
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Washington State Connecting Washington Transportation Funding Package Washington State North Spokane Corridor Project Website: http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm and www.NSCPlace.com
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of an emergency ordinance amending Street Vacation Ordinance C35678 adopting language allowing for the release of utility easements when utility licenses are completed.

Background/History:

The North Spokane Corridor has been funded for construction as a part of the Washington State Connecting Washington transportation package. The City vacated certain City right-of-ways that were needed to support the construction of the North Spokane Corridor, but retained easements for City and AVISTA utilities. The City and AVISTA are obtaining utility licenses from BNSF for existing and future utility needs and the easements are now no longer needed.

Executive Summary:

- *An Emergency Ordinance allows for a shorter ordinance effective date to facilitate the construction timeline and minimize disruption to the City's transportation system.*

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☐ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☒ No
Specify changes required:
Known challenges/barriers:

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35722

An ordinance amending ordinance NO. C35678 vacating various right-of-ways in the City of Spokane to facilitate construction of the North Spokane Corridor; and declaring an emergency.

WHEREAS, pursuant to Resolution 2018-0072, the City Council initiated the vacation of portions of right-of-ways more particularly described below, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

WHEREAS, the Washington State Department of Transportation has agreed to and is committed to closing the vacated right-of-ways to City standards during construction of the North Spokane Corridor; and

WHEREAS, it is anticipated that the Washington State Department of Transportation (WSDOT) will deliver to Burlington Northern Santa Fe Railroad (BNSF) a deed transferring and conveying fee simple interest in the rights of way vacated by this Ordinance (Deed). It is anticipated the Deed will be recorded in the records of Spokane County. It is further anticipated that simultaneous with the recording of the Deed, BNSF will deliver fully executed license agreements, in form and substances acceptable to the City, authorizing the City of Spokane and its franchisees to construct, operate, maintain, repair, and replace public utilities and services within the vacated rights of way (Licenses). Upon BNSF's delivery of the Licenses to the City of Spokane and the City's franchisees (which is anticipated to occur simultaneous with WSDOT's delivery of the Deed to BNSF), the easements reserved in this Ordinance shall terminate.

WHEREAS, it is necessary for the City to adopt this ordinance as an emergency ordinance to enable it to be effective immediately upon passage to limit disruption to the City arterial system and facilitate the construction timeline of the many projects needed to complete the North Spokane Corridor; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the following right-of-ways are hereby vacated. Parcel numbers not

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assigned.

That portion of the northwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Hoffman Avenue from the east right-of-way line of Market Street to the west line of the existing Burlington Northern Santa Fe Railroad (BNSF) right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Gordon Avenue from the east right-of-way line of Market Street to the west right-of-way line of Greene Street.

Together with:

That portion of the northwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766.

Together with:

Portions of the northwest and southwest quarters of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Garland Avenue from a line that is 32 feet east of and parallel to the east right-of-way of Market Street, to the west line of the existing Burlington Northern Santa Fe Railroad (BNSF) right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Glass Avenue from the east right-of-way line of Market Street to the west right-of-way line of Greene Street.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Garnet Avenue between a line and the center of the right-of-way of Greene Street.

Said line described as a line connecting the south-east corner of Lot 7, Block 31, of Minnehaha Addition (AFN3100500) and the north-west corner of the Washington State Department of Transportation owned portion of Lot 5, Block 26 of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street.

Together with:

That portion of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Liberty Avenue from the west line of Lot 2, Block 3, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the east right-of-way line of Greene Street.

Together with:

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Fairview Avenue from the west line of Lot 12, Block 5, of ~~Minnehaha~~ Peter Sapra's Addition, ~~as recorded with the Spokane County Auditor under AFN #3100500,~~ to the west right-of-way line of Ralph Street.

Together with:

Those portions of the southwest quarter of Section 03, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
The west half of Greene Street from the north right-of-way line of Garnet Avenue to the south right-of-way line of Bridgeport Avenue, and Greene Street from the south right-of-way line of Bridgeport Avenue to the north right-of-way line of Euclid Avenue

Together with

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Cleveland Avenue from the west right-of-way line of Greene Street to the west right-of-way line of Ralph Street:

Together with:

That portion of the northwest quarter of Section 10, Township 25 North, Range 43 East, Willamette Meridian, and more particularly described as:
Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-

way line of Cleveland Avenue.

Section 2. An easement is reserved and retained over and through Greene Street from the south right-of-way line of Euclid Avenue to the south right-of-way line of Cleveland Avenue, for Avista Utilities and the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

~~Section 3. An easement is reserved and retained over and through Greene Street from the south right-of-way line of Bridgeport Avenue to the north right-of-way line of Euclid Avenue, for Avista Utilities to protect existing utilities.~~

Section 4. An easement is reserved and retained over and through Lacrosse Avenue from the east right-of-way line of Market Street to the west line of existing Burlington Northern Santa Fe Railroad (BNSF) railroad right-of-way as defined in the Record of Survey defining the BNSF right-of-way and recorded with the Spokane County Auditor in Book 151 pages 96-98 under Auditor's File Number 6222766 for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 5. An easement is reserved and retained over and through Bridgeport Avenue from the west line of Lot 10, Block 17, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the center of the right-of-way line of Greene Street for the City of Spokane and Avista Utilities for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 6. An easement is reserved and retained over and through Liberty Avenue from the west line of Lot 2, Block 3, of Minnehaha Addition as recorded with the Spokane County Auditor under AFN #3100500, to the west right-of-way line of Greene Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 7. An easement is reserved and retained over and through Fairview Avenue from the west line of Lot 10, Block 5, of Peter Sapra's Addition, ~~as recorded with the Spokane County Auditor under AFN #3100500,~~ to the west right-of-way line of Ralph Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 8. An easement is reserved and retained over and through Cleveland Avenue from the west right-of-way line of Greene Street to the west right-of-way line of Ralph Street for the City of Spokane for ingress/egress and to operate, maintain, or repair existing utilities. No permanent obstructions can be placed within the easement without permission from the City Engineer.

Section 9. Emergency Ordinance. The City Council finds that this ordinance, passed by a majority plus one of the whole membership of the City Council as an emergency ordinance is necessary for the public health, safety and welfare and for the immediate support of City government and its existing public institutions, and shall be effective immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

EXHIBIT "A"

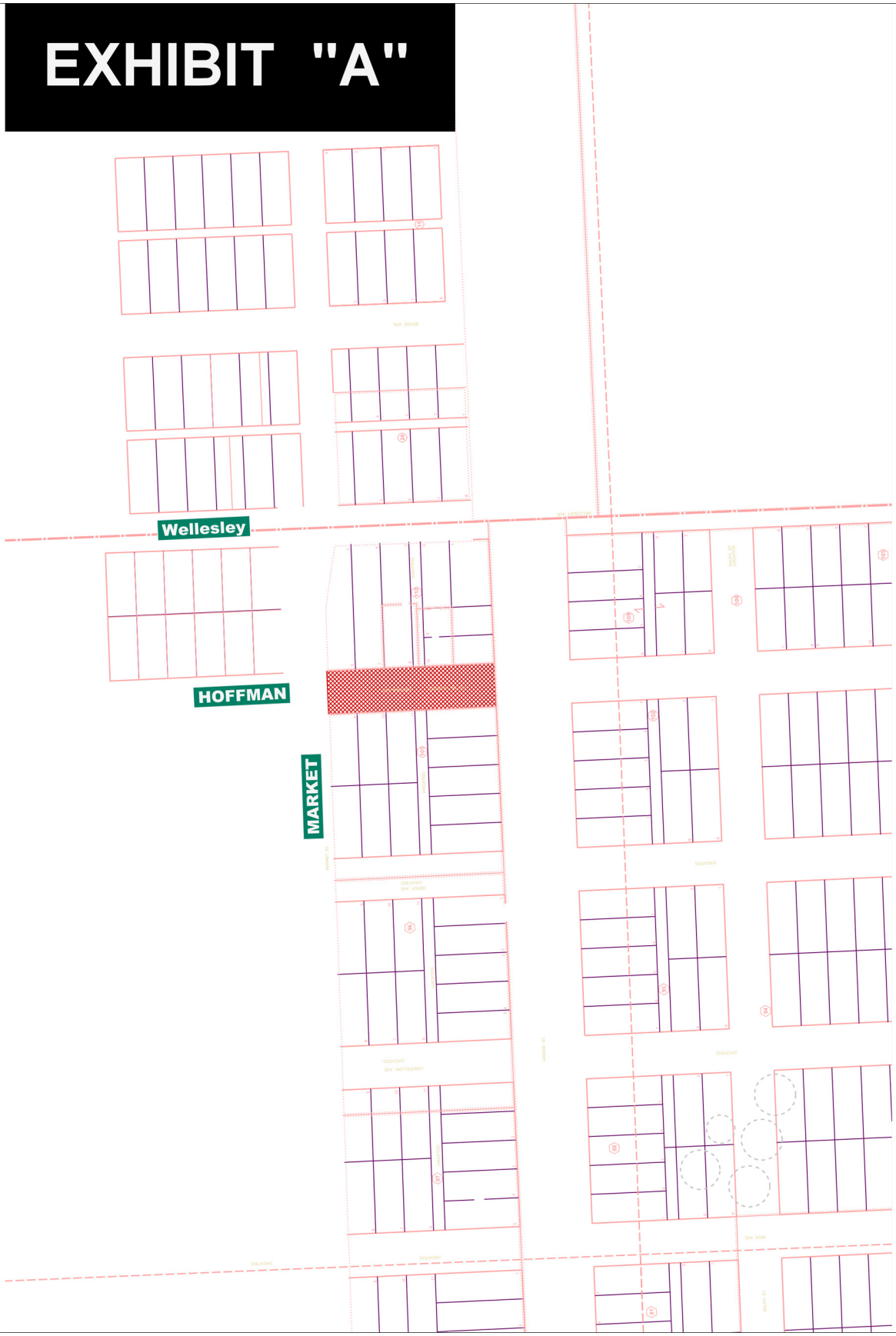
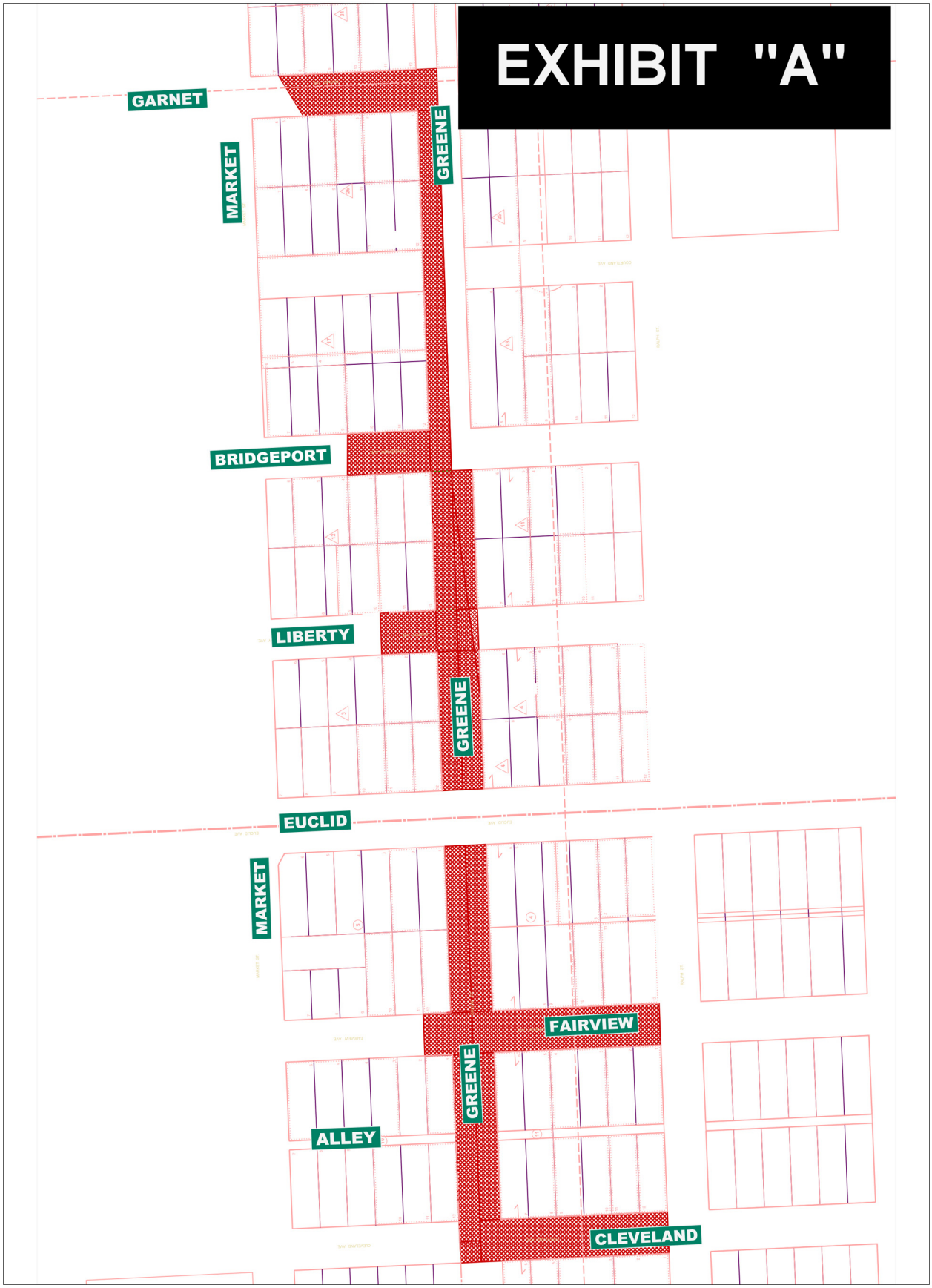


EXHIBIT "A"

EXHIBIT "A"


GARNET
MARKET
GREENE
BRIDGEPORT
LIBERTY
GREENE
EUCLID
MARKET
FAIRVIEW
GREENE
ALLEY
CLEVELAND

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/4/2018
		Clerk's File #	RES 2018-0105
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2011165
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0370 – 25TH AVENUE ASSESSMENT SEGREGATION		

Agenda Wording

Assessment Segregation for 25th Avenue from Freya Street to One-Half Block East of Rebecca Street. (Lincoln Heights Neighborhood Council)

Summary (Background)

The attached Resolution provides for the segregation of County Assessor's Parcel Numbers 35274.2007 and 35274.2008 for the above project.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Revenue	**$** 76.00	**#** 5600 76600 99999 35990 99999
Revenue	**$** 76.00	**#** 0370 41530 99999 34581 99999
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 12/17/18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jhensley@spokanecity.org	
Additional Approvals		publicworksaccounting@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	mmeyers@spokanecity.org	

2011165

RESOLUTION 2018-0105

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2011165, for the improvement of 25th Avenue from Freya Street to One-Half Block East of Rebecca Street and to segregate County Assessor's Parcel Numbers 35274.2007 and 35274.2008, in the amount of $14,405.52.

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

Parcel Number 35274.2007 – Lincoln Heights Lot 7, Block 100	$7,202.76
Parcel Number 35274.2008 – Lincoln Heights Lot 8, Block 100	$7,202.76

3. The above described property shall be divided and the assessment segregated as follows:

Parcel A – Lincoln Heights, North 135 feet of Lots 7-8, Block 100	$0.00
Parcel B – Lincoln Heights, South 125 Feet of Lots 7-8, Block 100	$14,405.52
	$14,405.52

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

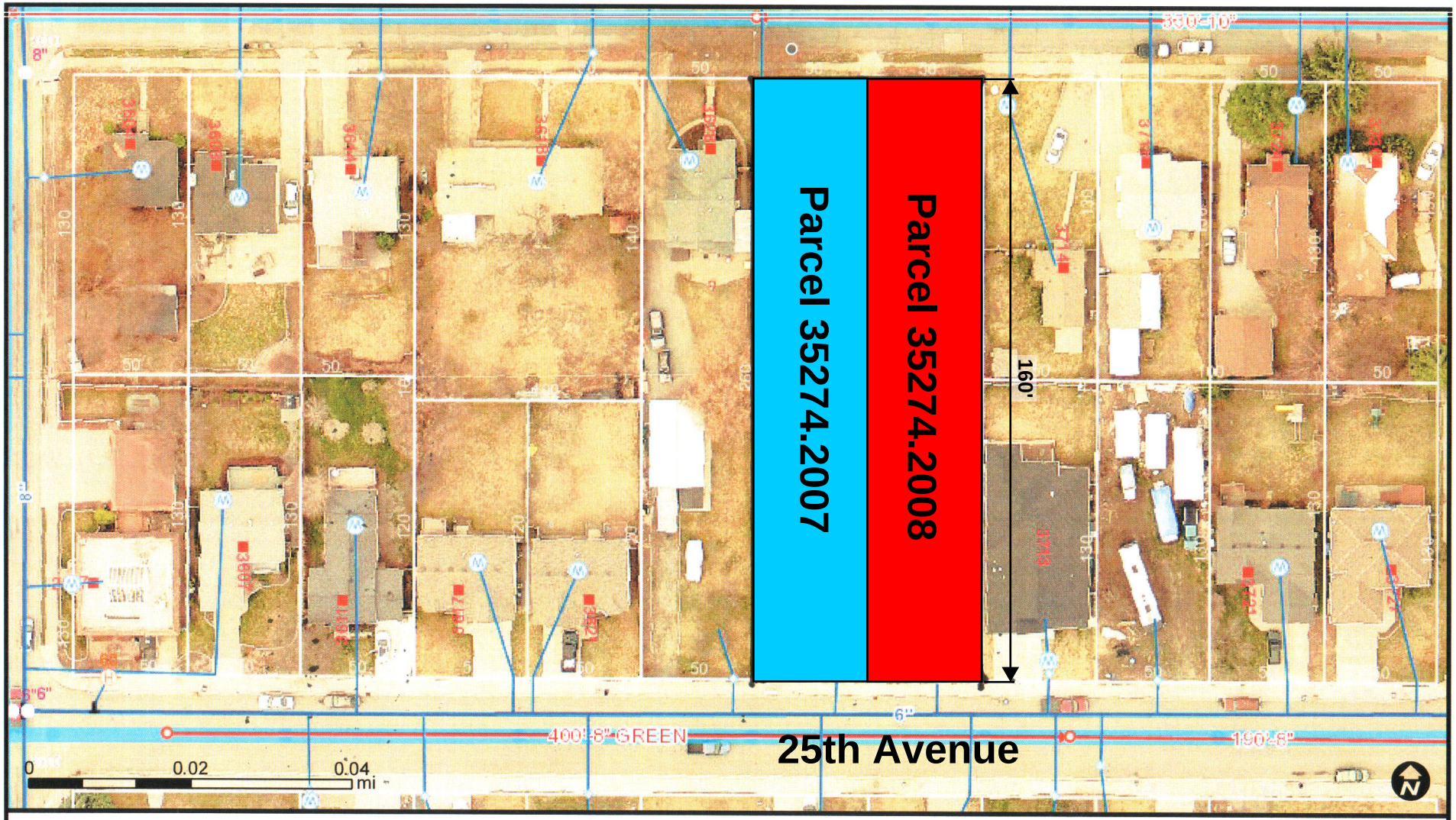
Adopted by the City Council _____.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

City of Spokane Map



Before Condition

City of Spokane GIS

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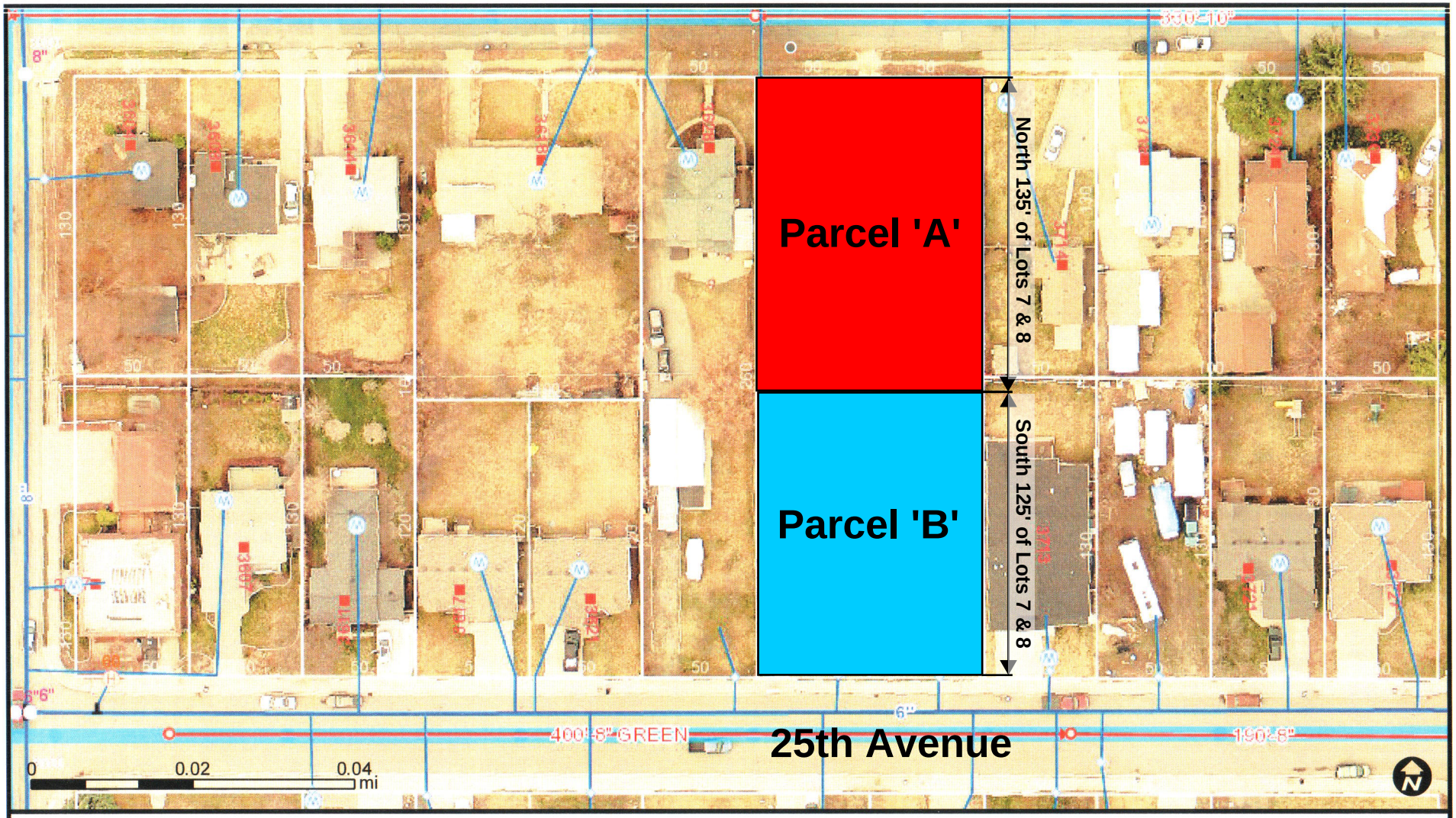
11/26/2018

City of Spokane Map



After Condition

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11/26/2018

35274.2007

Original Zones	Loaded Area	
1500	13500	Zone 1
1500	7500	Zone 2
1500	6000	Zone 3
1500	3000	Zone 4
500	500	Zone 5
	30500	**Total Loaded Area**

35274.2008

Original Zones	Loaded Area	
1500	13500	Zone 1
1500	7500	Zone 2
1500	6000	Zone 3
1500	3000	Zone 4
500	500	Zone 5
	30500	**Total Loaded Area**

Parcel 'A'

New Zones	Loaded Area	
0	0	Zone 1
0	0	Zone 2
0	0	Zone 3
0	0	Zone 4
0	0	Zone 5
	0	**Total Loaded Area**

Parcel 'B'

New Zones	Loaded Area	
3000	27000	Zone 1
3000	15000	Zone 2
3000	12000	Zone 3
3000	6000	Zone 4
500	500	Zone 5
	60500	**Total Loaded Area**

Original District Assessments

$	5,396.81	35274.2007
$	5,396.81	35274.2008
$	10,793.62	

Original Special Assessments

$	1,805.95	1 x Water Service	35274.2007
$	1,805.95	1 x Water Service	35274.2008

Original Parcel Assessments

$	7,202.76	35274.2007
$	7,202.76	35274.2008

Revised District Assessments

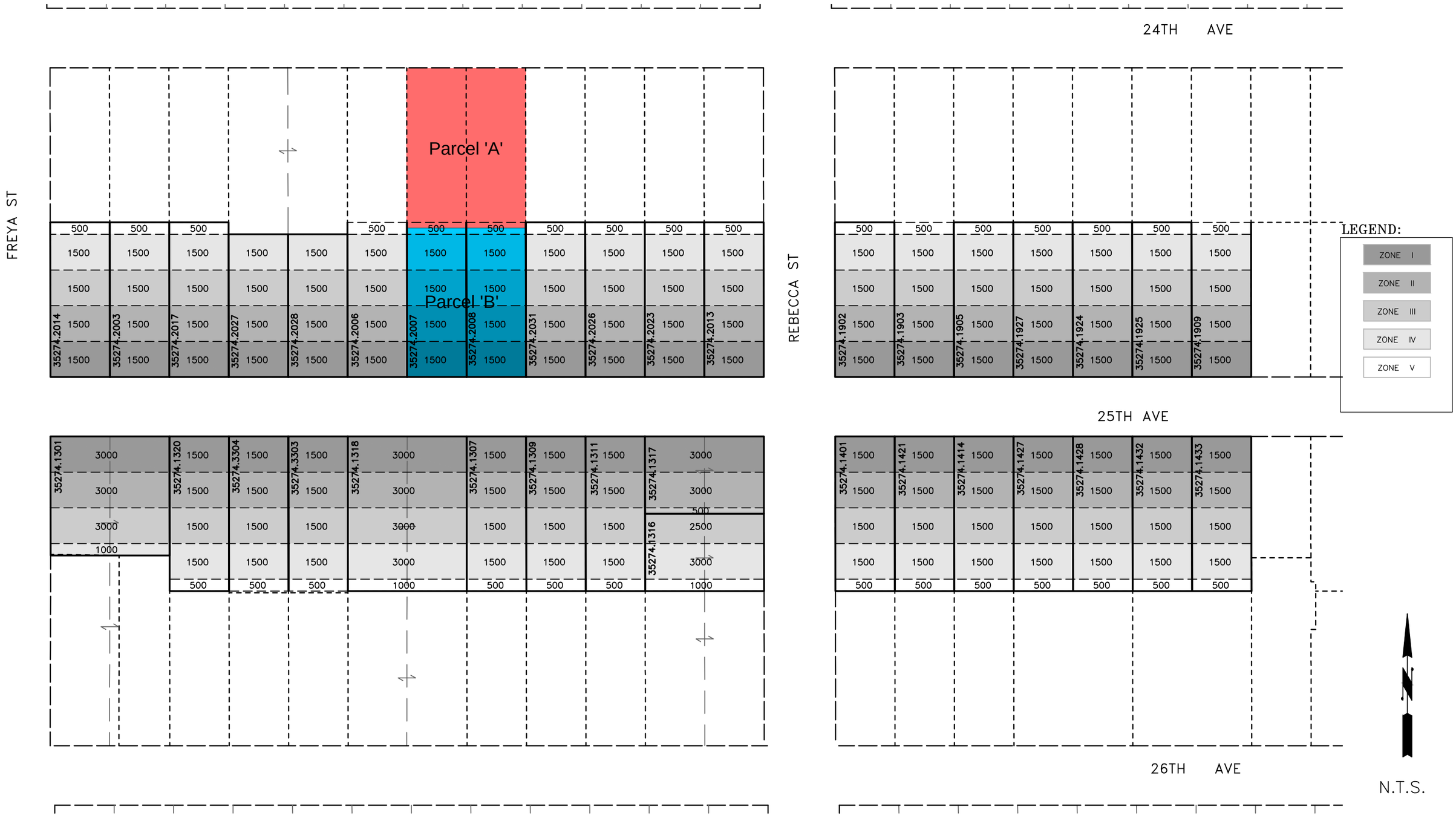
$	-	Parcel 'A'
$	10,793.62	Parcel 'B'
$	10,793.62	

Revised Special Assessments

		None	Parcel 'A'
$	3,611.90	2 x Water Service	Parcel 'B'

Revised Parcel Assessments

$	-	Parcel 'A'
$	14,405.52	Parcel 'B'



ZONE MAP

PROJECT # 2011-165, 25th Ave from Freya St to 1/2 Block East of Rebecca St

TREASURER'S RECEIPT

City of Spokane

RETURN TO DEPT: DATE 11/27/2018

TREASURER'S OFFICE

RECEIVED FROM:

LID SEGREGATION
35274-2007 & 2008
Allan Muench

Deposit Slip $	
Cash $	
Check $	152.00
Credit Card $	
Poly Bag $	
Wire $	
Total $	$152.00

DESCRIPTION	TRAN CODE	NG DISTRIBUTION						AMOUNT
		DEPT	PROG	FUNC	TYPE	DETL		
LID SEGREGATION FEE	0881	5600	76600	99999	35990	99999		76.00
	0741	0370	41530	99999	34581	99999		76.00
						TOTAL		$152.00

SUBMITTED BY: ARP 6091

POLY BAG #:

this space reserved for receipt validation

INCLUDE ORIGINAL AND ONE COPY WITH DEPOSIT

Briefing Paper
PIES

Division & Department:	Engineering Services; Public Works
Subject:	Parcel Segregation – Affects 25th Avenue LID
Date:	December 17, 2018
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of revised LID assessment

Background/History:

- 25th Avenue LID paved 25th Avenue between Freya Street and just west of Myrtle Street in 2013.

Executive Summary:

- There is a proposed reconfiguration of parcel numbers 35274.2007 & 35274.2008.
- Both parcels, owned by the same person, currently front on 25th Avenue and therefore have identical LID assessments.
- The proposed reconfiguration joins the two parcels into a single parcel then splits them so that one parcel fronts on 24th Avenue and the other parcel fronts on 25th Avenue.
- Both reconfigured parcels would be owned by the same owner.
- Because the parcel that will, following the reconfiguration, front on 24th Avenue receives no benefit from the 25th Avenue paving, the existing LID assessment for both existing parcels 35274.2007 & 35274.2008 will be assigned to the single reconfigured parcel that fronts on 25th Avenue.
- Refer to attached two page exhibit

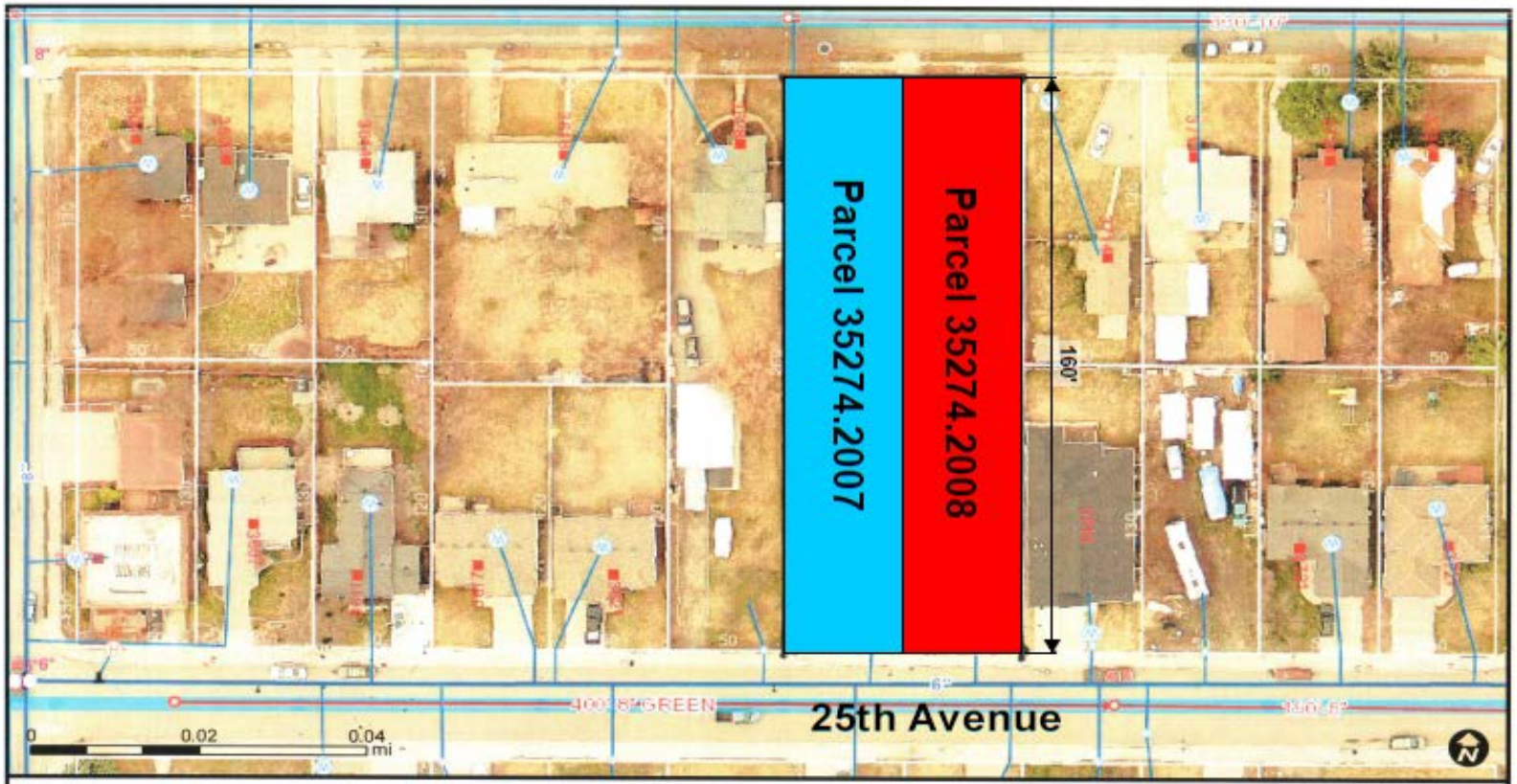
Budget Impact:

Approved in current year budget? ☐Yes ☐No ☒N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☐Yes ☐No ☒N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:

City of Spokane Map



Before Condition

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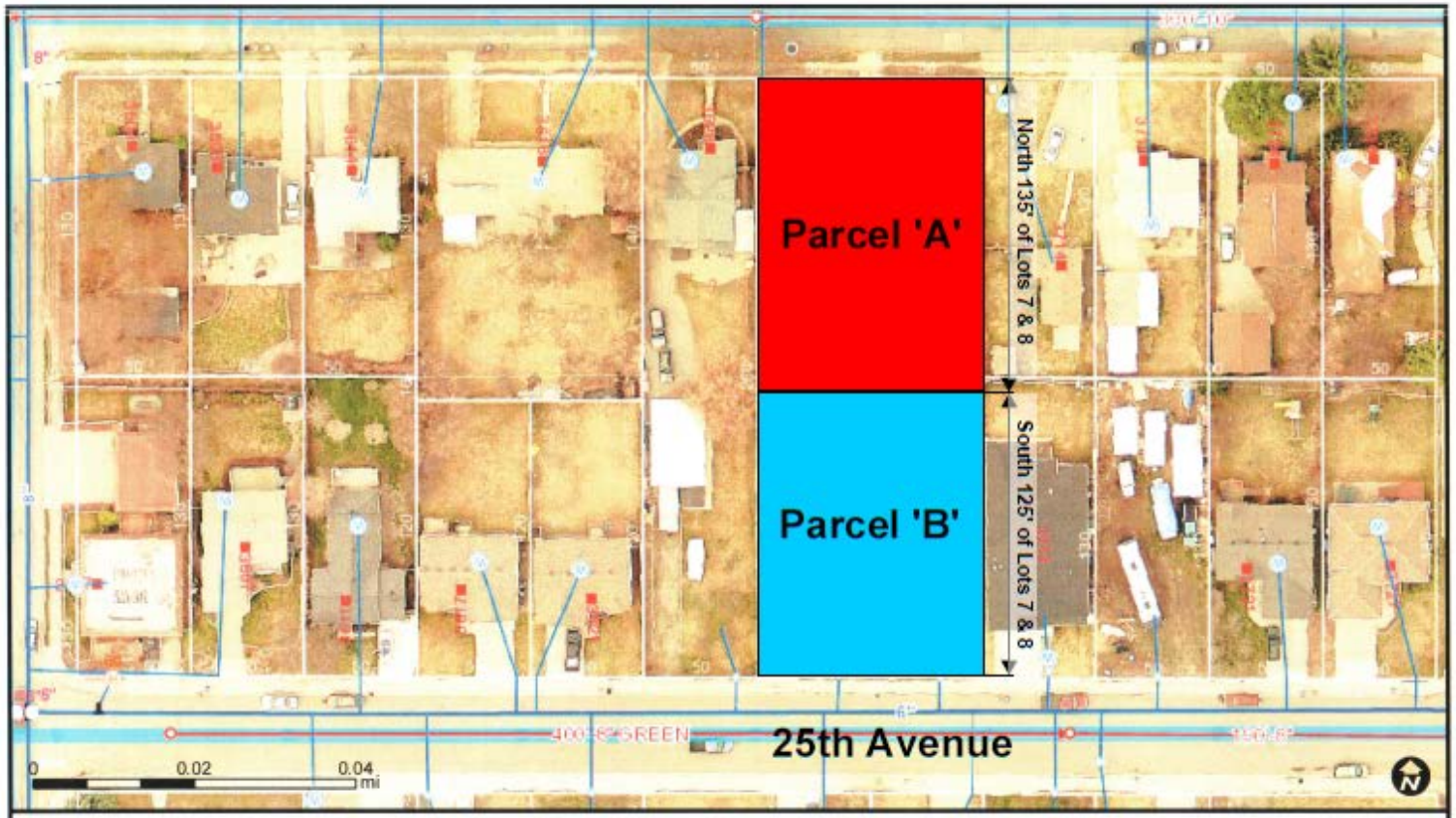
11/26/2018

City of Spokane Map



City of Spokane GIS

After Condition

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11/26/2018

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	RES 2018-0106
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	**Cross Ref #**	OPR 2018-0802/ OPR 2018-0803
Contact Name/Phone	MARK PAPICH 625-6310	**Project #**	2010088/2013213
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	4250 - RESOLUTION AUTHORIZING LOAN AGREEMENTS - CSO 26 & 33-1		

Agenda Wording

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for Combined Sewer Overflow (CSO) Basin 26 Control Facility and CSO Basin 33-1 Control Facility.

Summary (Background)

The State of Washington Department of Ecology has awarded two loans to the City of Spokane for a total amount of $38,363,114, to be used for the CSO Basin 26 Control Facility and the CSO Basin 33-1 Control Facility. Of the $38,363,114 loan, $26,509,166 shall be used for the CSO Basin 26 Control Facility and $11,853,948 shall be used for CSO Basin 33-1 Control Facility. The proceeds of the loan will be used to reduce the untreated sewage and stormwater discharges.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 11/26/18
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	DALTON, PAT	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	icmaccounting@spokanecity.org	

Briefing Paper
(PIES)

Division & Department:	Integrated Capital Management
Subject:	Ecology CWSRF Loans for CSO Basins 26 and 33-1 Control Facilities
Date:	November 26, 2018
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Strategic Initiative:	
Deadline:	

Background/History:

The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2016 the City applied for Clean Water State Revolving Fund (CWSRF) loans through the Washington State Department of Ecology to construct the CSO 26 Control Facility and the CSO 33-1 Control Facility. These facilities allow the City to store combined sewage during storm events and meter flows to the treatment plant once these storms subside. By storing these combined flows, overflows of combined sewage are greatly reduced and the health of the Spokane River is improved.

The City was awarded the funds in February 2017 but due to delays in getting the Capital Budget approved, the agreements were not drafted until the fall of 2018. The construction of the CSO 33-1 Facility is substantially complete and the CSO 26 Facility is currently in construction. The effective dates of both loans are back dated to 2/15/2017 to allow the City of Spokane to capture all eligible construction costs for both projects. The agreements are now finalized and require City Council approval by resolution.

Executive Summary:

- *The two (2) loan agreements are for Combined Sewer Overflow (CSO) Basin 26 and 33-1 Control Facilities.*
- *The Loan amount for CSO 26 is $26,509,166. The loan amount for CSO 33-1 is $11,853,948. The combined total of both loans is $38,363,114.*
- *The term of the loan is 20 years with an interest rate of 1.5%.*
- *These revenues and expenses are budgeted and consistent with the 6-year Capital Plan.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

Specify funding source: Utility Rates - IC

Operations Impact:

Consistent with current operations? ☐ Yes ☐ No n/a

Requires change in current operations? ☐ Yes ☐ No n/a

Specify operations change:

Resolution No. 2018-0106

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for Combined Sewer Overflow (CSO) Basin 26 Control Facility and CSO Basin 33-1 Control Facility.

WHEREAS, the State of Washington Department of Ecology has awarded two (2) loans to the City of Spokane for a total amount of $38,363,114, to be used for the CSO Basin 26 Control Facility and the CSO Basin 33-1 Control Facility.

WHEREAS, of the $38,363,114 loan, $26,509,166 shall be used for the CSO Basin 26 Control Facility and $11,853,948 shall be used for CSO Basin 33-1 Control Facility.

WHEREAS, the proceeds of the loan will be used to reduce the untreated sewage and stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan Agreement between the City of Spokane and the State of Washington Department of Ecology for the above referenced projects in substantially the form attached to this resolution.

ADOPTED by the City Council this _____day of _____ , 2018

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0802
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	RES 2018-0106
Contact Name/Phone	MARK PAPICH 625-6310	**Project #**	2013213
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - DOE LOAN AGREEMENT WQC - 2018 - SPOKAN - 00016		

Agenda Wording

Loan agreement through the Washington State Department of Ecology to construct the CSO Basin 33-1 Control Facility.

Summary (Background)

The City was awarded the funds in February 2017 but due to delays in getting the Capital Budget approved, the agreements were not drafted until the fall of 2018. The CSO Basin 33-1 Control Facility is currently in construction. The effective dates of this loan is back dated to 2/15/2017 to allow the City of Spokane to capture all eligible construction costs for this project.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Revenue	**$** 11,853,948.00	**#** 4250-98817-99999-38271-14384
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 11/26/18
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
		icmaccounting@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The scope of services includes development of a new policy document and new development standards through a public participation process.

Summary (Background)

Prior to the adoption of the current Downtown Plan, 2008 Fast Forward Spokane, the 1982 North Riverbank Design Plan envisioned a thriving North Bank of diverse uses like medium and high-density housing; office, commercial, and retail spaces; and continued support of the Coliseum which predated the modern Spokane Arena, all while emphasizing pedestrian and open space amenities like plazas, esplanades, and river access. This plan also aimed to prevent a wall of buildings along the river that would block views and access to the water. However, the North Riverbank Design Plan has since been rescinded by the City. Some of the code provisions adopted to implement it remain in the municipal code. These overlay standards do not effectively advance public objectives nor do they allow the area to realize its development potential.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
nzollinger@spokanecity.org	
cbrazington@spokanecity.org	

Briefing Paper
(PIES)

Division & Department:	Integrated Capital Management
Subject:	Ecology CWSRF Loans for CSO Basins 26 and 33-1 Control Facilities
Date:	November 26, 2018
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Strategic Initiative:	
Deadline:	

Background/History:

The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2016 the City applied for Clean Water State Revolving Fund (CWSRF) loans through the Washington State Department of Ecology to construct the CSO 26 Control Facility and the CSO 33-1 Control Facility. These facilities allow the City to store combined sewage during storm events and meter flows to the treatment plant once these storms subside. By storing these combined flows, overflows of combined sewage are greatly reduced and the health of the Spokane River is improved.

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Executive Summary:

- *The two (2) loan agreements are for Combined Sewer Overflow (CSO) Basin 26 and 33-1 Control Facilities.*
- *The Loan amount for CSO 26 is $26,509,166. The loan amount for CSO 33-1 is $11,853,948. The combined total of both loans is $38,363,114.*
- *The term of the loan is 20 years with an interest rate of 1.5%.*
- *These revenues and expenses are budgeted and consistent with the 6-year Capital Plan.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

Specify funding source: Utility Rates - IC

Operations Impact:

Consistent with current operations? ☐ Yes ☐ No n/a

Requires change in current operations? ☐ Yes ☐ No n/a

Specify operations change:

Agreement No. WQC-2018-Spokan-00016

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

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

GENERAL INFORMATION

Project Title:	CSO Basin 33-1 Control Facility
Total Cost:	$11,853,948.00
Total Eligible Cost:	$11,853,948.00
Ecology Share:	$11,853,948.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	02/15/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Wastewater Facility

Project Short Description:
This project will improve water quality in the Spokane river through the construction of a combined sewer overflow (CSO) control facility. This project will include installation of a flow control device, force main piping and a diversion vault.

Project Long Description:
This project will improve water quality in the Spokane river through the construction of a combined sewer overflow (CSO) control facility in CSO Basin 33. This project will include installation of a flow control device, force main piping and a diversion vault.

CSO Basin 33 is comprised of four sub-basins. The four sub-basins are designated as CSO Sub-basin 33a, CSO Sub-basin 33b, CSO Sub-basin 33c, and CSO Sub-basin 33d. Each sub-basin is connected to a common interceptor inlet and has a CSO regulator with an overflow pipeline connected to the common CSO 33 Outfall. Although CSO Basin 33 has four independent CSO Regulators, CSO Basin 33 is considered to have a single

outfall by the City's National Pollutant Discharge Elimination System (NPDES) permit. Overflow from any sub-basin CSO regulator, or a combination of sub-basin CSO regulators, is considered a CSO event. Construction of CSO 33-2 was completed in 2014 and controls overflows from CSO sub-basin 33d. The CSO Basin 33 Predesign Report (2009) recommended a consolidated control facility to provide retention volume for CSO sub-basins 33a, 33b, and 33c, which has subsequently been referred to as CSO 33-1 Control Facility. However, with further analysis it was determined to be more cost effective to separate CSO sub-basin 33c. CSO 33-1 Control Facility will manage flow from sub-basins 33a and 33b.

The new 2.04 million gallon control facility (approximately 290 feet by 80 feet) will be filled and drained by gravity. A flow control device (hydroslide) will limit flow leaving the control facility. Wet weather flow will be diverted to the control facility from the CSO Basin 33a regulator, located near 5th Avenue and Arthur Street, and from CSO Basin CSO 33b located near Celesta Avenue and Denver Street. A new 42-inch pipe will need to be installed in Denver Street from Celesta to 5th Avenue to convey wet weather from the west flows.

A diversion vault located in 5th Avenue will be necessary to divert flows . Flows from both CSO Basins 33a and 33b will be conveyed into one diversion vault. A weir will allow wet weather to overflow into the control facility, while allowing dry weather flows to continue in 5th Avenue. From the vault, excess wet weather flows will be conveyed north and down the hillside to the control facility. The control facility will drain to the east connecting to the existing 36-inch combined sewer in Liberty Park. A regulator weir will be located at the control facility and piping connected to the existing outfall pipe near 3rd Avenue for overflow when the tank is full. This outfall also conveys stormwater runoff from WSDOT Interstate 90. A mechanical room will be designed to contain odor control equipment and instrumentation. A passive odor control system will be designed with an active option. Instrumentation should include the capability for future SCADA control.

The facility site is located in WSDOT right-of-way adjacent to the Olmstead Brothers Liberty Park. The RECIPIENT is in the process of receiving an easement for the site. A landscape design plan has been approved by WSDOT with low maintenance vegetation as well as access for both RECIPIENT and WSDOT maintenance crews.

Overall Goal:
Construction of CSO Basin 33-1 Control Facility will reduce the number of combined sewer overflows to the Spokane River.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 44 W Riverside
Spokane, WA 99201

Physical Address: 44 W Riverside
Spokane, Washington 99201-3343

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

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kevan Brooks Accountant II 808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Cynthia Wall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: cywa461@ecy.wa.gov Phone: (509) 329-3537
Financial Manager	Sean Mellon PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 407-6570

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $25,000.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $1,752,000.00

Task Title: Construction Management

Task Description:
A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with federal law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:
To provide adequate oversight to ensure that the PROJECT is constructed according to the plans, specifications, and major change orders approved by ECOLOGY.

Task Expected Outcome:
PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
2.1	Executed contract for construction management services	
2.2	Documentation of the RECIPIENT's process for procuring engineering services	
2.3	Construction Quality Assurance Plan	
2.4	"As-built" plans	
2.5	Declaration of Construction completion	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $9,597,093.00

Task Title: Construction

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Construction of a 2.04 million gallon control facility, a new 42" pipe, and a diversion vault to control combined sewer overflows to the Spokane River.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.

E. As a condition of receiving this funding, the RECIPIENT will prepare a fiscal sustainability plan. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements:

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

Task Goal Statement:

To construct PROJECT in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Task Expected Outcome:

PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
3.1	Copy of the advertisement for bids and the affidavit of publication	
3.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract	
3.3	Copy of the notice to proceed	
3.4	Investment Grade Efficiency Audit documentation	
3.5	Minutes of the pre-construction meeting	
3.6	Certification that the Financial Sustainability Plan has been developed and is being implemented	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $479,855.00

Task Title: Change Orders

Task Description:
A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:
To submit change orders that are a significant deviation from the approved plans and specifications to ECOLOGY prior to execution.

Task Expected Outcome:
Change orders that are a significant deviation from the approved plans and specifications will be submitted to ECOLOGY prior to execution.

Recipient Task Coordinator: Mark Papich

Change Orders

Deliverables

Number	Description	Due Date
4.1	A copy of all change orders	

BUDGET

Funding Distribution EL180499

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

Funding Title:	Clean Water State Revolving Fund	Funding Type:	Loan
Funding Effective Date:	02/15/2017	Funding Expiration Date:	06/30/2019

Funding Source:

Title:	CWSRF-SFY18
Type:	Blended State/Federal
Funding Source %:	100%
Description:	The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

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

Effective Interest Rate: 1.5% Interest Rate: 0.5% Admin Charge: 1%
Terms: 20 years
Project Start Date: 02/15/2017 Project Completion Date: 06/30/2019
Estimated Initiation of Operation date: 12/31/2018
Loan Security: Revenue Secure Lien Obligation of the Recipient
Final Accrued Interest: $
Final Loan Amount: $
Repayment Schedule Number: 2556

Clean Water State Revolving Fund	Task Total
Project Administration/Management	$ 25,000.00
Construction Management	$ 1,752,000.00
Construction	$ 9,597,093.00
Change Orders	$ 479,855.00

Total: $ 11,853,948.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clean Water State Revolving Fund	0.00 %	$ 0.00	$ 11,853,948.00	$ 11,853,948.00
Total		**$ 0.00**	**$ 11,853,948.00**	**$ 11,853,948.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

This project has been identified as an Equivalency project under the State Revolving Fund Capitalization Grants (CFDA-66.458) and is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 of agreement terms and conditions, the RECIPIENT will maintain documentation of compliance with all single audit act, federal cross cutters, and federal procurement requirements for architectural and engineering services (Chapter 11 of Title 40, U.S.C).

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

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

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

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

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

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

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

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of

solving a water quality problem as described in Chapter 173-98-730 WAC.

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

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

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

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

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

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

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

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

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

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

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

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

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

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

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

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

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

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

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

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

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water

pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

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

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

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

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

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

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

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

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

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:
http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of

project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

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

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The

RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

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

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

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

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

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

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

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to

meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

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

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

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

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

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

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

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

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

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

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid

principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

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

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

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

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

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed

by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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

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

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

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

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its

obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

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

Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

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

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.
20. PROPERTY RIGHTS
a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

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

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

completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.
29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	OPR 2018-0803
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	**Cross Ref #**	RES 2018-0106
Contact Name/Phone	MARK PAPICH 625-6310	**Project #**	2010088
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - DOE LOAN AGREEMENT NO. WQC - 2018- SPOKAN - 00123		

Agenda Wording

Loan agreement through the Washington State Department of Ecology to construct the CSO Basin 26 Control Facility.

Summary (Background)

The City was awarded the funds in February 2017 but due to delays in getting the Capital Budget approved, the agreements were not drafted until the fall of 2018. The CSO Basin 26 Control Facility is currently in construction. The effective dates of this loan is back dated to 2/15/2017 to allow the City of Spokane to capture all eligible construction costs for this project.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Revenue	**$** 26,509,166.00	**#** 4250-98817-99999-38271-10026
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 11/26/18
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		mdavis@spokane.org	
Purchasing		mdoval@spokanecity.org	
		icmaccounting@spokanecity.org	

Briefing Paper
(PIES)

Division & Department:	Integrated Capital Management
Subject:	Ecology CWSRF Loans for CSO Basins 26 and 33-1 Control Facilities
Date:	November 26, 2018
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Strategic Initiative:	
Deadline:	

Background/History:

The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2016 the City applied for Clean Water State Revolving Fund (CWSRF) loans through the Washington State Department of Ecology to construct the CSO 26 Control Facility and the CSO 33-1 Control Facility. These facilities allow the City to store combined sewage during storm events and meter flows to the treatment plant once these storms subside. By storing these combined flows, overflows of combined sewage are greatly reduced and the health of the Spokane River is improved.

The City was awarded the funds in February 2017 but due to delays in getting the Capital Budget approved, the agreements were not drafted until the fall of 2018. The construction of the CSO 33-1 Facility is substantially complete and the CSO 26 Facility is currently in construction. The effective dates of both loans are back dated to 2/15/2017 to allow the City of Spokane to capture all eligible construction costs for both projects. The agreements are now finalized and require City Council approval by resolution.

Executive Summary:

- *The two (2) loan agreements are for Combined Sewer Overflow (CSO) Basin 26 and 33-1 Control Facilities.*
- *The Loan amount for CSO 26 is $26,509,166. The loan amount for CSO 33-1 is $11,853,948. The combined total of both loans is $38,363,114.*
- *The term of the loan is 20 years with an interest rate of 1.5%.*
- *These revenues and expenses are budgeted and consistent with the 6-year Capital Plan.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

Specify funding source: Utility Rates - IC

Operations Impact:

Consistent with current operations? ☐ Yes ☐ No n/a

Requires change in current operations? ☐ Yes ☐ No n/a

Specify operations change:

Agreement No. WQC-2018-Spokan-00123

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

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

GENERAL INFORMATION

Project Title:	CSO Basin 26 Control Facility
Total Cost:	$26,509,166.00
Total Eligible Cost:	$26,509,166.00
Ecology Share:	$0.00
Recipient Share:	$26,509,166.00
The Effective Date of this Agreement is:	02/01/2016
The Expiration Date of this Agreement is no later than:	12/31/2019
Project Type:	Wastewater Facility

Project Short Description:
This project will improve water quality in the Spokane River through the construction of a Combined Sewer Overflow (CSO) storage facility. The facility will control overflows from CSO Basin 26 to the Spokane River. The 2.2 million gallon storage facility will be constructed near the intersection of Lincoln Street and Spokane Falls Boulevard in the City of Spokane.

Project Long Description:
This PROJECT will improve water quality in the Spokane River through the construction of a Combined Sewer Overflow (CSO) storage facility. The facility will control overflows from CSO Basin 26 to the Spokane River. The 2.2 million gallon storage facility will be constructed near the intersection of Lincoln Street and Spokane Falls Boulevard in the City of Spokane.

The PROJECT will be constructed in RECIPIENT-owned property overlooking Huntington Park, on a steep hillside west of City Hall and within the Spokane Falls Boulevard right of way. The west end of the facility will

be about 20-feet east of the estimated Monroe Street Bridge abutment. The 2.20 million gallon Spokane Falls CSO 26 Control Facility will be an underground single-cell, three-flush way facility, with interior dimensions of 60±-foot-wide by 300±-foot-long by 25±-foot average liquid depth.

A flow control device will be installed near the location of the existing regulator and will limit flow to the interceptor to 31.5 million gallons per day. Larger flows will be conveyed into the storage facility. An automatic flushing system will clean the control facility after storm events. The storage will be emptied by a pumping system. When the storage is full, it will flow over a sharp crested weir and be conveyed to the Spokane River. The storage design volume is sized for 10 overflows for the 20 year period using 20 years of historic precipitation data.

An odor control system will mitigate odors at the site. A pedestrian plaza will be constructed on top of the facility to provide for river viewing, education, and passive recreation

The RECIPIENT has received authorization from the State of Washington Capital Projects Advisory Review Board Project Review Committee for alternative delivery on January 28, 2016. Following procurement policy, the RECIPIENT has entered into a contract with Garco Construction Inc. for General Contractor/Construction Management (GC/CM) of this project. The RECIPIENT selected GC/CM delivery for this project to reduce the risk of the complicated site and to expedite construction.

Overall Goal:
Construction of the CSO Basin 26 Control Facility will reduce the number of combined sewer overflows to the Spokane River.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 44 W Riverside
Spokane, WA 99201

Physical Address: 44 W Riverside
Spokane, Washington 99201-3343

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

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kevan Brooks Accountant II 808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Cynthia Wall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: cywa461@ecy.wa.gov Phone: (509) 329-3537
Financial Manager	Sean Mellon PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 407-6570
Technical Advisor	Lucy Peterschmidt 4601 N Monroe Street Spokane, Washington 99205-1295 Email: lupe461@ecy.wa.gov Phone: (509) 329-3408

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $25,000.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $0.00

Task Title: Construction Management

Task Description:
A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:
To provide adequate oversight to ensure that the PROJECT is constructed according to the plans, specifications, and major change orders approved by ECOLOGY.

Task Expected Outcome:
PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
2.1	Executed contract for construction management services	
2.2	Documentation of the RECIPIENT's process for procuring engineering services	
2.3	Construction Quality Assurance Plan	
2.4	Plan of interim operation of the facility while under construction	
2.5	"As-built" plans	
2.6	Declaration of Construction completion	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $26,256,846.00

Task Title: Construction

Task Description:

A. The RECIPIENT will execute a contract for the construction of a new combined sewer control facility according to the rules and restrictions in Chapter 39.10 RCW and as authorized by the Capital Projects Advisory Review Board. The GC/CM contract must include ECOLOGY's specification inserts. The RECIPIENT must ensure that all requests for bids issued by the GC/CM contractor for the project include Ecology's specification inserts.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Construction of a 2.2 million gallon storage facility including control vaults, piping, shoring, flow control devices, odor control, pumps and motors, mechanical room and appurtenances.
2. Construction of a plaza over the top of the CSO control facility for site restoration that includes interpretation signage to educate the public about the purpose of the facility.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.

E. As a condition of receiving this funding, the RECIPIENT will prepare a fiscal sustainability plan. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above, has been developed and is being implemented. The plan must include the following elements:

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

Task Goal Statement:

To construct PROJECT in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Task Expected Outcome:

PROJECT constructed in accordance with the plans, specifications, and major change orders approved by ECOLOGY.

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
3.1	Copy of the advertisement for bids and the affidavit of publication	
3.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract	
3.3	Copy of the notice to proceed	
3.4	Investment Grade Efficiency Audit documentation	
3.5	Minutes of the pre-construction meeting	
3.6	Certification that the Financial Sustainability Plan has been developed and is being implemented	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $227,320.00

Task Title: Change Orders

Task Description:
A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:
Submit change orders to ECOLOGY for approval.

Task Expected Outcome:
All change orders reviewed by Ecology prior to reimbursement.

Recipient Task Coordinator: Mark Papich

Change Orders

Deliverables

Number	Description	Due Date
4.1	A copy of all change orders	

BUDGET

Funding Distribution EL180500

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

Funding Title: Clean Water State Revolving Fund Standard L Funding Type: Loan
Funding Effective Date: 02/01/2016 Funding Expiration Date: 12/31/2019

Funding Source:

Title: CWSRF-SFY18

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 100%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.5% Interest Rate: 0.5% Admin Charge: 1%
Terms: 20 years
Project Start Date: 02/01/2016 Project Completion Date: 12/31/2019
Estimated Initiation of Operation date: 12/31/2019
Loan Security: Revenue Secure Lien Obligation of the Recipient
Final Accrued Interest: $
Final Loan Amount: $
Repayment Schedule Number: 2563

Clean Water State Revolving Fund Standard Loan	Task Total
Project Administration/Management	$ 25,000.00
Construction Management	$ 0.00
Construction	$ 26,256,846.00
Change Orders	$ 227,320.00

Total: $ 26,509,166.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clean Water State Revolving Fund Standard Loan	100.00 %	$ 26,509,166.00	$ 0.00	$ 26,509,166.00
Total		**$ 26,509,166.00**	**$ 0.00**	**$ 26,509,166.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

This project has been identified as an Equivalency project under the State Revolving Fund Capitalization Grants (CFDA-66.458) and is subject to all federal requirements EPA applies to Clean Water State Revolving Funds. In addition to the federal requirements outlined in Section 4 of agreement terms and conditions, the RECIPIENT will maintain documentation of compliance with all single audit act, federal cross cutters, and federal procurement requirements for architectural and engineering services (Chapter 11 of Title 40, U.S.C).

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

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

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

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

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

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

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

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of

solving a water quality problem as described in Chapter 173-98-730 WAC.

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

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

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

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

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

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

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

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

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

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

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

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

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

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

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

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

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

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

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

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

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water

pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

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

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

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

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

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

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

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

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

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:
http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of

project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

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

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before

this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The

RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

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

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

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

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

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

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

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

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

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

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to

meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

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

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

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

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

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

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

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

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

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

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

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

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

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

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid

principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

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

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

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

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

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed

by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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

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

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

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

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its

obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

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

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

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

Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

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

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

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

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.
20. PROPERTY RIGHTS
a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

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

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

completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.
29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/5/2018
		Clerk's File #	RES 2018-0107
		Renews #	
Submitting Dept	AIRPORTS	**Cross Ref #**	
Contact Name/Phone	LARRY KRAUTER 455-6406	**Project #**	
Contact E-Mail	LKRAUTER@SPOKANEAIRPORTS.NET	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	AIRPORTS - JOINT RESOLUTION		

Agenda Wording

Joint Resolution w/Spokane County in the matter of authorizing the Airport Board to acquire property located on a portion of Spokane County Assessor Parcel 24063.9041 and 24063.9042, comprising of 5.43 acres of land which is adjacent to SIA property.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property. The Airport Board recommends to the City and the County the acquisition of Spokane County Assessor Tax Parcels as identified on Exhibit A attached to the Joint Resolution.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	PFISTER, TERRI	**Study Session**	
Division Director		**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	PICCOLO, MIKE	lkrauter@spokaneairports.net	
For the Mayor	ORMSBY, MICHAEL	todd.woodard@spokaneairports.net	
Additional Approvals		judyg@spokaneairports.net	
Purchasing		thart@spokaneairports.net	
CITY COUNCIL	MCDANIEL, ADAM	gvasquez@spokanecounty.org	

City Resolution No: 2017-0107
County Resolution No. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
ACQUIRE PROPERTY IDENTIFIED	)	
AS A PORTION OF SPOKANE COUNTY	)	
ASSESSOR PARCELS 24063.9041 AND	)	
24063.9042	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated August 28, 1990 ("Agreement") to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park; and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the acquisition of Spokane County Assessor Tax Parcels as identified on Exhibit A, attached hereto, ("Property") comprised of approximately 5.43 acres of land which is adjacent to Spokane Airport property; and

WHEREAS, the Property is necessary for long term aviation development and approach protection at Spokane Airport; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property identified as Spokane County Assessor's Tax Parcel on Exhibit A located in Spokane County, Washington, to be paid for with Airport funds, at no cost, expense, or liability to either Spokane County or the City of Spokane;
2. That title to Spokane County Assessor's Tax Parcel as identified on Exhibit A shall vest in Spokane County and the City of Spokane, as tenants in common; and
3. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to acquire Spokane County Assessor's Tax Parcel as identified on Exhibit A.

ADOPTED by the Spokane City Council this _____ day of _____, 2018.

_____
Terri L. Pfister, City Clerk

Approved as to form:

_____
Assistant City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____

day of _____, 2018.

_____
Josh Kerns, Chair

ATTEST:

_____
Mary Kuney, Vice-Chair

_____
Ginna Vasquez
Clerk of the Board

_____
Al French, Commissioner

EXHIBIT A

PORTION OF PARCEL NUMBERS OF PROPERTY

24063.9041
24063.9042

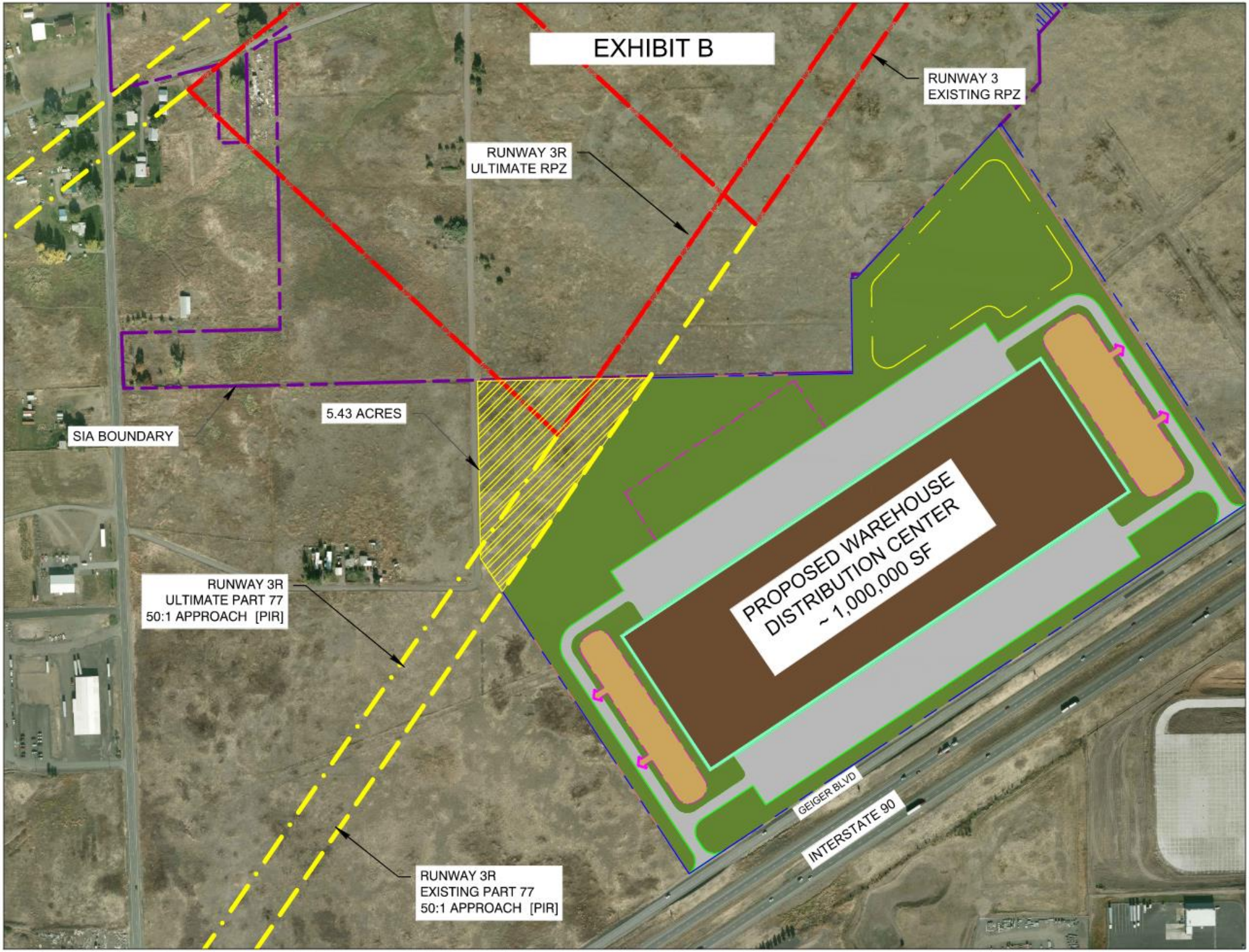


EXHIBIT B
RUNWAY 3
EXISTING RPZ
RUNWAY 3R
ULTIMATE RPZ
SIA BOUNDARY
5.43 ACRES
PROPOSED WAREHOUSE
DISTRIBUTION CENTER
~ 1,000,000 SF
RUNWAY 3R
ULTIMATE PART 77
50:1 APPROACH [PIR]
GEIGER BLVD
INTERSTATE 90
RUNWAY 3R
EXISTING PART 77
50:1 APPROACH [PIR]

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/7/2018
		Clerk's File #	RES 2018-0108
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BEN STUCKART 6256269	**Project #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0320 SAFE AND HEALTHY STRATEGIC INVESTMENTS RESOLUTION		

Agenda Wording

A resolution requesting allocation of the $2 million in one-time Safe and Healthy strategic investments to increase affordable housing units, create a rental relocation program

Summary (Background)

This resolution This resolution allocates $2 million Safe and Health Strategic Investments for the following purposes: • $1.3 million for additional affordable housing units. • $225,000 for the creation of a rental relocation program • $225,000 for creation of a program to assist landlords assist in renting to individuals and families facing homelessness • $200,000 for continued support of the City of Spokane Envision Center

Fiscal Impact	Grant related? NO	**Budget Account**
	Public Works? NO	
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MCDANIEL, ADAM	**Study Session**	12/6/18
Division Director		**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

create a program to assist landlords in expanding rental opportunities to individuals and families facing homelessness, and to further support the Envision Center HUD program

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Resolution 2018-0806

A resolution requesting allocation of the $2 million in one-time Safe and Healthy strategic investments to increase affordable housing units, create a rental relocation program, create a program to assist landlords in expanding rental opportunities to individuals and families facing homelessness, and to further support the Envision Center HUD program.

WHEREAS, the Spokane City Council adopted Ordinance C35653 on July 23, 2018, which provided one-time funds for Safe and Healthy strategic investments in housing and for our vulnerable populations; and

WHEREAS, the City of Spokane faces a shortage of affordable housing units including 145 families with housing vouchers currently waiting for available units in Spokane; and

WHEREAS, the City of Spokane has an opportunity to create a program to assist tenants when displaced from a rental unit at no fault of their own; and

WHEREAS, the City of Spokane has an opportunity to assist landlords with resources to expand rental opportunities to individuals and families facing homelessness;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Spokane that we hereby request $1.3 million of the $2 million strategic investment dollars appropriated on July 23, 2018, be allocated immediately for the purpose of adding affordable housing units to the City's housing stock; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane we hereby request $225,000 of the $2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the creation of a rental relocation assistance program with the goal of assisting tenants who are displaced from a property as a result of rehabilitation, demolition, or acquisition; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane hereby request $225,000 of the $2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the creation of a program to assist landlords in renting to individuals and families facing homelessness with benefits such as prospective tenant location, mediation services, and access to funds for losses including unpaid rent and excessive damages; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane hereby request $250,000 of the $2 million strategic investment dollars appropriated on July 23, 2018, be allocated for the continued support of the City's Envision Center to help HUD-assisted families in Spokane achieve self-sufficiency.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/7/2018
		Clerk's File #	RES 2018-0109
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	BEN STUCKART 6256269	**Project #**	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0320 BOARD AND COMMITTEE APPOINTMENTS FOR 2019		

Agenda Wording

A resolution regarding council member appointments to boards and committees.

Summary (Background)

This resolution approves the appointments to the City Council standing committees, inter-governmental boards and other boards and committees.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

RESOLUTION 2018-0109

A resolution regarding council member appointments to boards and committees.

WHEREAS, city council members are appointed to serve on various boards and committees, including City Council standing committees, inter-governmental boards and various other boards and committees; and

WHEREAS, City Council standing committee appointments are governed by Chapter 2.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

WHEREAS, council members are included as members of several inter-governmental boards and committees and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the SMC and state statutes; - - Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITYOF SPOKANE that the City Council approves the appointments to the City Council standing committees, inter-governmental boards and other boards and committees as set forth in Attachment A.

BE IT FURTHER RESOLVED that subsequent changes to the boards and committees appointments may be approved by motion of the Council.

ADOPTED by the City Council on _____, 2018.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Committee/Board	2018 Proposed	2019 Recommended
Urban Experience	Chair: Ben Stuckart Vice: Karen Stratton	Chair: Ben Stuckart Vice: Karen Stratton
Finance and Admiin	Chair: Candace Mumm Vice: Kate Burke	Chair: Candace Mumm Vice: Kate Burke
Public Infrastructure and Sustainability	Chair: Breean Beggs Vice: Mike Fagan	Chair: Breean Beggs Vice: Mike Fagan
Public Safety & Community Health	Chair: Lori Kinnear Vice: Karen Stratton	Chair: Lori Kinnear Vice: Karen Stratton
Parks Board	Mike Fagan	Mike Fagan
Park Board Exec Committee	Lori Kinnear, Ben Stuckart	Mike Fagan
Library Board	Kate Burke	Kate Burke
Planning Commission	Lori Kinnear	Kate Burke
Planning Commission - Transportation Sub.	Lori Kinnear	Kate Burke
Airport Board	Ben Stuckart	Ben Stuckart
**Airport Board PDA	Ben Stuckart	Ben Stuckart
Board of Health	Karen Stratton, Breean Beggs, Kate Burke	Karen Stratton, Breean Beggs, Kate Burke
Visit Spokane	Breean Beggs	Breean Beggs
** Lodging Tax	Breean Beggs	Breean Beggs
** Lodging Tax 1.3%	Breean Beggs	Breean Beggs
Police Pension	Ben Stuckart, Mike Fagan	Ben Stuckart, Mike Fagan
Fire Pension	Ben Stuckart, Candace Mumm	Ben Stuckart, Candace Mumm
Spokane Employees Retirement Board	Candace Mumm	Candace Mumm
Community Health and Human Services	Karen Stratton, Mike Fagan	Karen Stratton, Mike Fagan
Arts Fund	Karen Stratton	Karen Stratton
Human Rights Commission	Kate Burke	Kate Burke
Aging and Long Term Care	Mike Fagan, Karen Stratton	Mike Fagan, Karen Stratton
Growth Management Act Steering Committee	Breean Beggs, Candace Mumm, Kate Burke	Breean Beggs, Candace Mumm, Kate Burke
Spokane Regional Solid Waste Liaison Board	Mike Fagan	Mike Fagan
Spokane Transit Authority (STA)	Lori Kinnear, Candace Mumm	Lori Kinnear, Candace Mumm, Ben Stuckart. Kate Burke
STA Central City Line	Lori Kinnear	Lori Kinnear
Spokane Regional Transportation Council	Kate Burke, Lori Kinnear	Mayor Condon, Lori Kinnear
University District PDA	Ben Stuckart	Ben Stuckart
Parking Advisory Committee	Breean Beggs, Lori Kinnear	Breean Beggs, Lori Kinnear
Investment Committee	Candace Mumm	Candace Mumm
COPS	Karen Stratton	Karen Stratton
DSP (Downtown Spokane Partnership)	Lori Kinnear	Lori Kinnear
The Yard PDA	Mike Fagan	Mike Fagan
Spokane Regional Law and Justice	Breean Beggs	Breean Beggs
Local Emergency Planning	Mike Fagan	Mike Fagan
Red Light Allocation	Breean Beggs, Kate Burke, Candace Mumm	Breean Beggs, Kate Burke, Candace Mumm
911 Integrated Response Committee	Lori Kinnear, Breean Beggs	Lori Kinnear, Breean Beggs
Legislative Liaison	Candace Mumm, Breean Beggs, Kate Burke	Candace Mumm, Breean Beggs, Kate Burke
21st Century Workforce (Equity)	Candace Mumm, Kate Burke, Karen Stratton	Candace Mumm, Mike Fagan, Karen Stratton
Docketing	Candace Mumm, Karen Stratton, Ben Stuckart	Candace Mumm, Karen Stratton, Ben Stuckart
AWC Board	Candace Mumm	Candace Mumm
Mayor's Economic Advisory Committee	Rotate	Rotate
Community Assembly	Rotate	Rotate
Clean Air Agency	Ben Stuckart	Kate Burke
Police Advisory Committee	Mike Fagan	Mike Fagan

Agenda Sheet for City Council Meeting of: 11/05/2018		**Date Rec'd**	10/22/2018
		Clerk's File #	ORD C35697
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	KATE BURKE 625-6275	**Project #**	
Contact E-Mail	KATEBURKE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Final Reading Ordinance	**Requisition #**	
Agenda Item Name	0320 - ORDINANCE CONCERNING PUBLIC ACCESS TO PUBLIC SPACES AT CITY HALL		

Agenda Wording

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

Summary (Background)

This ordinance provides that the first floor of City Hall is a publicly-accessible space during working hours, and that members of the public are welcome unless they are obstructing or interfering with the work of City employees.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	PIES Comm., 8/22/2018
Finance	BUSTOS, KIM	**Distribution List**	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

ORDINANCE NO. C35697

An ordinance reaffirming that the first floor lobby of City Hall is open to all members of the public; enacting a new section 12.05.050 of the Spokane Municipal Code.

WHEREAS, City Hall is a publicly-owned building; and

WHEREAS, the City of Spokane strives to be a transparent government body, and seeks to encourage greater public participation in our local government activities; and

WHEREAS, one of the City's goals, as outlined in its strategic plan, is to "[c]reate a compassionate community so that all people can feel safe, empowered, and welcome"; and

WHEREAS, our strategic plan also calls on the City to "protect vulnerable populations," some of whom are people in Spokane who may have nowhere else to go during the coldest times of the year; and

WHEREAS, the recent "#spokind" City initiative tells the world that "[i]n Spokane, we strive to be a city of kindness," "no matter what you look like"; and

WHEREAS, the lobby of City Hall, on the first, floor, has a designated seating area where people can sit and rest without disturbing the work of City employees; and

WHEREAS, the City Council has determined that a specific statement that certain areas of City Hall are always accessible to the public is required.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 12.05.050 of the Spokane Municipal Code to read as follows:

Section 12.05.050 Public Access to City Hall

A. City Hall is a public building, owned by the City of Spokane and its people, for the access of, and provision of services to, the people of Spokane.

B. In addition to other areas to which the public has access during the City's office hours (defined in SMC 03.02.010 as 8 a.m. to 5 p.m., Monday through Friday, public holidays excepted), the first-floor lobby of City Hall is a public area, and any member of the public may enter and remain there during office hours, without time limit. A member of the public may be removed from the first-floor lobby of City Hall if he or she engages in violent or threatening behavior or causes a disturbance which impairs the ability of City employees to conduct City business.

C. Other areas of City Hall may, by appropriate administrative policy, be designated as non-public areas, to which public access may be restricted during normal City office hours.

D. The Mayor or the Mayor's Designee may activate City Hall for purposes of a warming center, cooling center, safe air center, or emergency center in compliance with activation criteria set forth in SMC 18.05.020. Any working condition impacts to City of Spokane employees from the activation of City Hall as a warming center, cooling center, safe air center, or emergency shelter may be subject to mandatory bargaining.

E. All administrative policies which are in conflict with this section are superseded to the extent of the conflict.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/4/2018
		Clerk's File #	ORD C35725
		Renews #	
Submitting Dept	POLICE	**Cross Ref #**	
Contact Name/Phone	ERIC OLSEN 835-4505	**Project #**	
Contact E-Mail	ELOSEN@SPOKANEPOLICE.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0680 - SPD IMPREST FUNDS - INVESTIGATIONS		

Agenda Wording

An amendment to increase the Police Department Imprest Fund SMC 07.03.151 (INVESTIGATIONS) from $25,000.00 to $50,000.00.

Summary (Background)

SPD's Investigations Imprest Fund is currently split between three separate units and one internal bank totaling $25,000; SIU - $10,000, TCU - $1,500, Patrol - $500, and internal bank - $13,000. This amount pays for informants, information sources, as well as the purchase of illegal narcotics, firearms, and other stolen property. While the existing amount is significant, it is no longer adequate to meet the needs of the units utilizing these imprest funds.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MEIDL, CRAIG	**Study Session**	Finance Committee
Division Director	MEIDL, CRAIG	**Other**	
Finance	SCHMITT, KEVIN	**Distribution List**	
Legal	DALTON, PAT	spdfinance	
For the Mayor	ORMSBY, MICHAEL	eolsen	
Additional Approvals		kfriesen	
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		
FINANCE & ADMIN	STOPHER, SALLY		

Briefing Paper
(Sustainable Resources Committee)

Division & Department:	Police
Subject:	Increase to SIU Imprest fund
Date:	
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Sustainable Resources/Public Safety
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Update to SMC 07.03.151 increasing the Investigations imprest fund to an amount not to exceed fifty-thousand dollars

Background/History: Currently the Imprest Funds of Police Department Investigations is split between three separate units and one internal bank totaling $25,000; SIU - $10,000, TCU - $1,500, Patrol - $500, and internal bank - $13,000. This amount pays for informants, information sources, as well as the purchase of illegal narcotics, firearms, and other stolen property. While the existing amount is significant, it is no longer adequate to meet the needs of the units utilizing these imprest funds.

The Police Department would like to amend the Municipal Code to allow for a total of $50,000 between the three units and internal bank that replenishes them. For the level of work they perform, they require a larger sum of money to use for enforcement purposes to continue their efforts in putting dangerous criminals in jail.

Executive Summary:

- *SIU focuses on drug investigations and has the largest portion imprest funds at $10,000*
- *Money pays for informants and other sources of information critical to identifying the sale of controlled substances as well as funds the controlled purchases of those narcotics in order to build cases*
- *Due to the number of active cases, there are many times the cases developed by the investigators reach a point where $10,000 is no longer adequate to meet the needs of purchasing controlled substances*

Budget Impact:

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

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

ORDINANCE NO. C35725

AN ORDINANCE relating to Imprest Funds for the Police Department's Investigations; amending SMC section 07.03.151 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 07.03.151 is amended to read as follows:

07.03.151 Police Department – Investigations

There is established in the police department an Investigations imprest fund in an amount not to exceed ~~twenty five thousand dollars~~ fifty thousand dollars.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/5/2018
		Clerk's File #	ORD C35726
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	KATE BURKE 625-6275	Project #	
Contact E-Mail	KATEBURKE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - ORDINANCE REPEALING "SIT AND LIE" PROHIBITION		

Agenda Wording

An ordinance removing criminal penalties for homelessness; repealing sections 10.10.026 and 12.02.1010; and amending sections and 12.02.1002 and 12.06A.040 of the Spokane Municipal Code.

Summary (Background)

Recently, the 9th Circuit decided Martin v. City of Boise, holding that "an ordinance violates the Eighth Amendment insofar as it imposes criminal sanctions against homeless individuals for sleeping outdoors, on public property, when no alternative shelter is available to them." In Spokane, as in Boise, there are not enough shelter beds for all homeless people. It is a misdemeanor (a crime) to sit or lie on the sidewalks in the designated area. This ordinance repeals that criminal sanction.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	PIES Comm., 11/26/2018
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

ORDINANCE NO. C-_____

An ordinance removing criminal penalties for homelessness; repealing sections 10.10.026 and 12.02.1010; and amending sections and 12.02.1002 and 12.06A.040 of the Spokane Municipal Code.

WHEREAS, recently, the 9th Circuit Court of Appeals decided, in *Martin v. City of Boise*, No. 15-35845 (9th Cir. 2018), that "an ordinance violates the Eighth Amendment insofar as it imposes criminal sanctions against homeless individuals for sleeping outdoors, on public property, when no alternative shelter is available to them"; and

WHEREAS, this decision was based the mere fact that there was not enough shelter for all homeless people, thus making it unavoidable that some homeless people must live outdoors, without regard to the reason(s) that a shelter was unavailable; and

WHEREAS, the Spokane Municipal Code makes it a misdemeanor – a criminal offense punishable by up to 90 days in jail - to "sit or lie down" on a public sidewalk in designated areas of the city between the hours or 6 a.m. and midnight; and

WHEREAS, the Spokane Municipal Code also makes it a misdemeanor – again, a criminal offense punishable by up to 90 days in jail - for any person to sleep in any park in the city of Spokane or to camp on any public property in the city of Spokane; and

WHEREAS, on virtually any day of the year, the number of unsheltered homeless people in the city of Spokane exceeds the available shelter space for them, which means that the City of Spokane is potentially violating the Eighth Amendment to the U.S. Constitution, as did the City of Boise in the recent *Martin* case; and

WHEREAS, concerns about harassment, intimidation, or other personal conduct offenses are and can be addressed by existing law even absent criminal prohibitions on merely sitting, lying, sleeping, or camping on public property; and

WHEREAS, the City of Boise's ordinance examined in *Martin* was found to violate the Eighth Amendment even though Boise's regulations, like the City of Spokane's ordinance, maintain a "shelter protocol," which requires that the police department refrain from enforcement whenever the shelters are full; and

WHEREAS, yet, despite various provisions stating that the ordinance will not be enforced when the shelters are full, and according to Spokane Police Department data, the number of citations issued in the first eight months of 2018 for violation of the "sit and lie" ordinance (175 citations) exceeds the total number of citations issued for the same violation in 2014, 2015, 2016, and 2017 combined (161 citations); and

WHEREAS, the City of Spokane intends to amend its municipal code to ensure that the City's laws are in full compliance with the U.S. Constitution and federal court decisions, to stop criminalizing people because of their homelessness, and to help ensure that the City of Spokane is a compassionate place in which all people are welcome.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.10.026 of the Spokane Municipal Code is hereby repealed in its entirety.

Section 2. That section 12.02.1002 is amended to read as follows:

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

((~~A. "Camp" or "camping" shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.~~))

((~~B.~~))A. "Public property" shall mean any property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.

((~~C.~~))B. "Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.

((~~D.~~))C. "Street tree" means any tree or shrub located within the public right-of-way.

Section 3. That section 12.02.1010 of the Spokane Municipal Code is hereby repealed in its entirety.

Section 4. That section 12.06A.040 of the Spokane Municipal Code is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance
    1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.
B. Vehicles and Watercraft
    1. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
    2. No person may park outside designated parking areas.
    3. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
    4. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street bridge and the west line of the Monroe Street bridge.
C. Speed
    1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
    2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.
D. Games and Athletics
    1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
    2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
    3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
    4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.
E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol
1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

G. Weapons and Projectiles
1. Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Other Uses of Park Property and Facilities
1. No person may use or occupy park property ((~~to sleep, store property or for any other purpose when done~~)) in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.

((~~4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except~~

~~Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.~~))

((~~5.~~))4. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

I. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/5/2018
		Clerk's File #	ORD C35727
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	**Cross Ref #**	
Contact Name/Phone	DONNA DEBIT 625-6637	**Project #**	
Contact E-Mail	DDEBIT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	4700 - REDDING REZONE - OFFICE TO OFFICE RETAIL		

Agenda Wording

Proposal to rezone parcels south of Francis, between Ash and Walnut, from Office to Office Retail.

Summary (Background)

On July 25, 2018 the City's Hearing Examiner approved file no. Z18-423REZN to rezone multiple parcels from Office (O) to Office Retail (OR). The subject properties are located on the south side of Francis Ave., between N. Ash St. and N. Walnut St. Currently on 'Site A' there are four (4) single family homes, all constructed in 1952. Currently on 'Site B' there are also four (4) single family homes, all constructed between 1953 and 1954.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	CORTRIGHT, CARLY	**Study Session**	
Division Director	KINDER, DAWN	**Other**	Urban Experience 11-12-18
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	ddebit@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		dkinder@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	tpalmquist@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	Redding Rezone – Office (O) to Office Retail (OR)
Date:	November 12, 2018
Contact (email & phone):	Donna deBit (ddebit@spokanecity.org, 625-6637)
City Council Sponsor:	N/A
Executive Sponsor:	Dawn Kinder
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	SMC 17G.060.170 Land Use Application Procedures Decision Criteria SMC 17G.060T Land Use Application Tables Spokane Comprehensive Plan
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Zoning Map change

Background/History: On July 25, 2018 the City's Hearing Examiner approved file no. Z18-423REZN to rezone multiple parcels from Office (O) to Office Retail (OR). The subject properties are located on the south side of Francis Ave., between N. Ash St. and N. Walnut St. Currently on 'Site A' there are four (4) single family homes, all constructed in 1952. Currently on 'Site B' there are also four (4) single family homes, all constructed between 1953 and 1954.

Executive Summary:

- *The applicant is proposing a change to the City's Zoning Map to change the above parcels from Office (O-35) to Office Retail (OR). The Office Retail Zone is a more intense Office zone, as it allows for limited retail uses.*
- *The City's Hearing Examiner approved the rezone on July 25, 2018. The decision was not appealed. The next step is to adopt the updates to the City's Zoning Map.*
- *The Land use Designation remains Office.*
- *The proposal includes 8 parcels.*
- *Location: (Site A) 6221 and 6215 N Maple St., 6222 and 6214 N Ash St. (Site B) 6221 and 6227 N Walnut St., 6222 and 6228 N Maple St.*
- *Parcel numbers Site A - 26361.0302, .0303, .0314, .0315. Site B- 26361.0201, .0202, .0221, .0222.*

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ☐ No ■ N/A

If new, specify funding source:

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

Operations Impact:

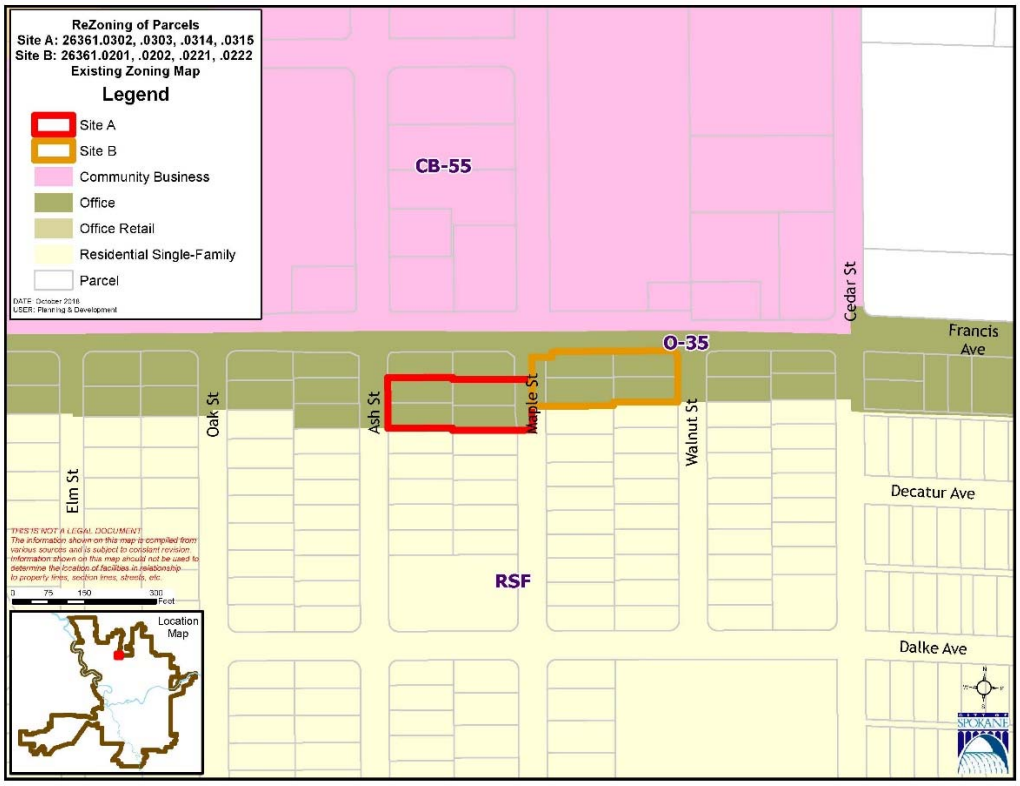
Consistent with current operations/policy? ■ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ■ No ☐ N/A

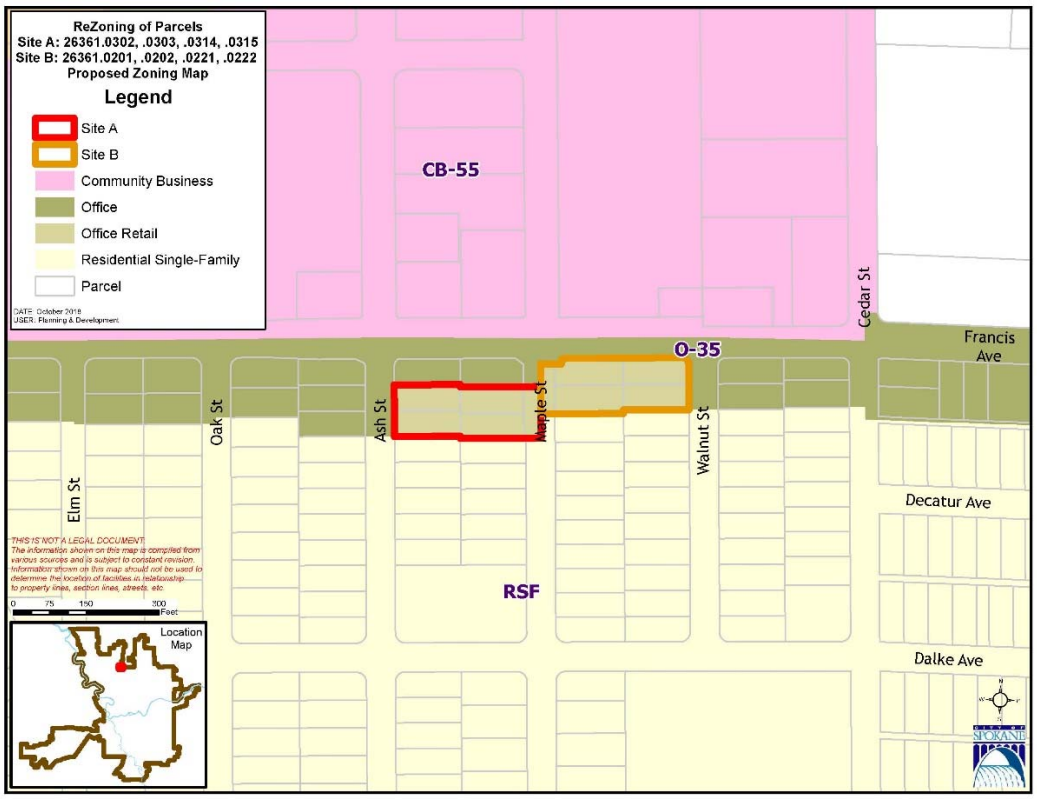
Specify changes required:

Known challenges/barriers:

Existing Zoning:



Proposed Zoning:



ORDINANCE NO. _____

An Ordinance changing the zone from Office (O) to Office Retail (OR) for property located at (Site A) 6221 and 6215 N Maple St., 6222 and 6214 N Ash St. (Site B) 6221 and 6227 N Walnut St., 6222 and 6228 N Maple St. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on this matter on July 12th, 2018 on the request of the owner of certain property zoned O, and generally located to the south of the Francis Ave. and Maple St. intersection, south of the Francis Ave. and Walnut St. intersection, and south of the Francis Ave. and Ash St. intersection in the City and County of Spokane, State of Washington, and on July 25th, 2018, recommended approval of said zone change for said property subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated July 25th, 2018 and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the properties described as:

VANDERVERTS ADD N48FT OF L19;S5FT OF L20 B1
VANDERVERTS ADD N40FT OF L18;S13FT OF L19 B1
VANDERVERTS ADD N54FT L2 B1 EXC E 4.85FT FOR R/W
VANDERVERTS ADD S7FT OF L2;N45FT OF L3 B1 EXC RD R/W
SPECKS ADD LT 20 BLK 2 EXC ST
SPECKS ADD L19 B2
SPECKS ADD LT 1 BLK 2 EXC S1FT AND EXC ST
SPECKS ADD S1FT L1;N52FT L2 B2

in the County of Spokane, State of Washington, with an Office Retail Zone.

Passed the City Council_____

_____
Council President

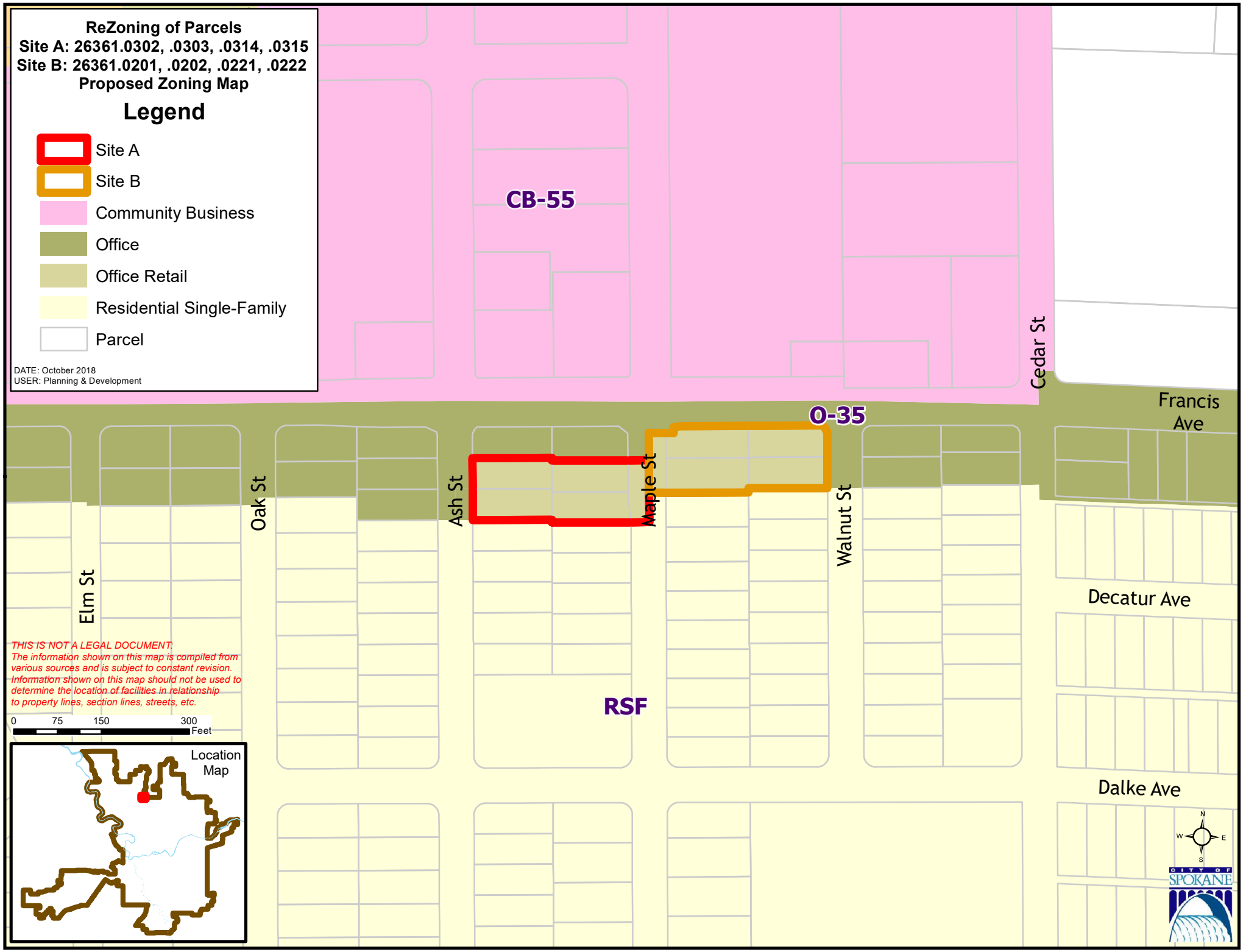
Attest:_____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date


ReZoning of Parcels
Site A: 26361.0302, .0303, .0314, .0315
Site B: 26361.0201, .0202, .0221, .0222
Proposed Zoning Map
Legend
Site A
Site B
Community Business
Office
Office Retail
Residential Single-Family
Parcel
DATE: October 2018
USER: Planning & Development
CB-55
O-35
RSF
Cedar St
Francis Ave
Maple St
Ash St
Oak St
Elm St
Walnut St
Decatur Ave
Dalke Ave
THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.
0 75 150 300 Feet
Location Map
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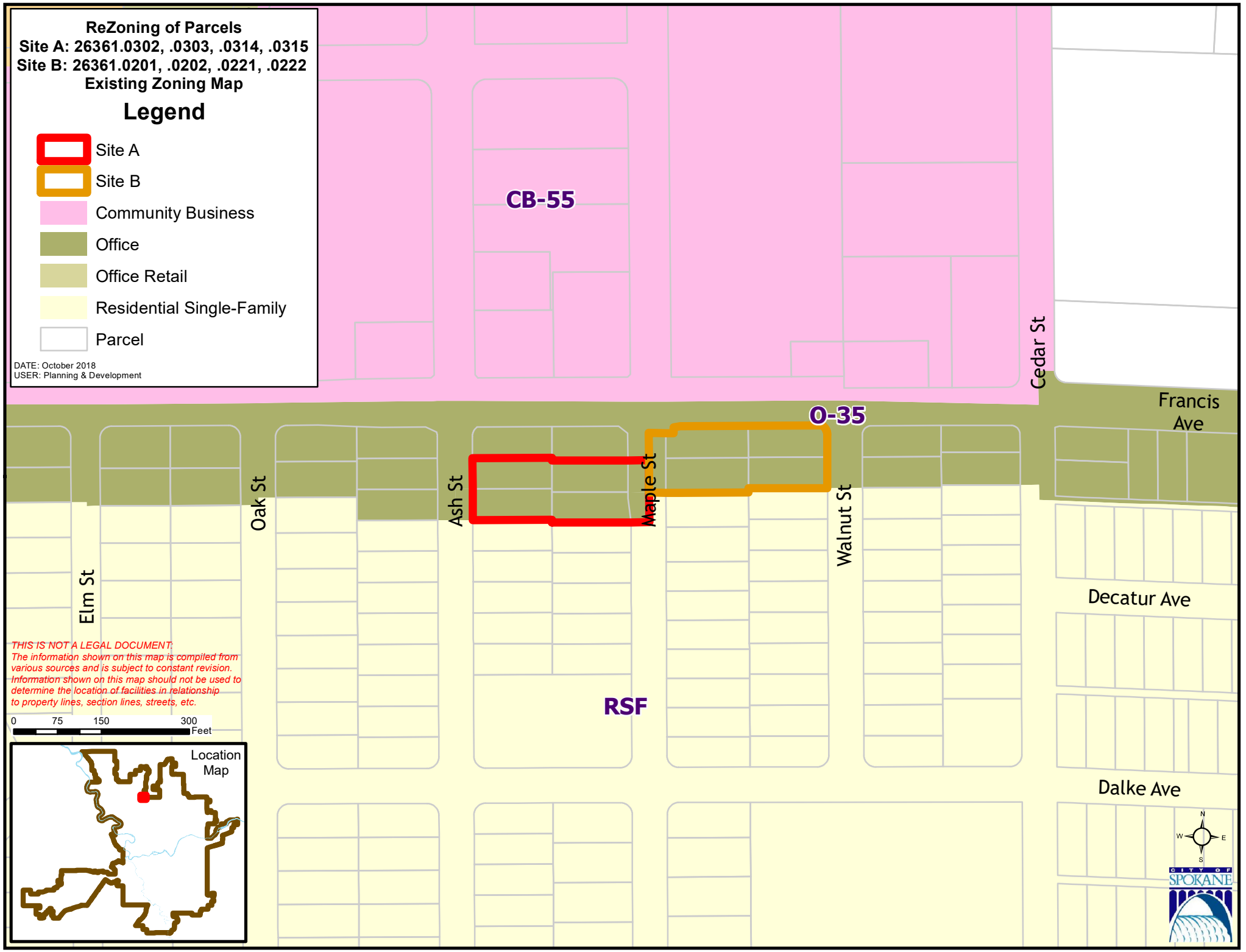
CITY OF SPOKANE


ReZoning of Parcels
Site A: 26361.0302, .0303, .0314, .0315
Site B: 26361.0201, .0202, .0221, .0222
Existing Zoning Map
Legend
Site A
Site B
Community Business
Office
Office Retail
Residential Single-Family
Parcel
DATE: October 2018
USER: Planning & Development
CB-55
O-35
RSF
Cedar St
Francis Ave
Oak St
Ash St
Maple St
Walnut St
Elm St
Decatur Ave
Dalke Ave
THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.
0 75 150 300 Feet
Location Map
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CITY OF SPOKANE

CITY OF SPOKANE HEARING EXAMINER

Re:	Rezone Application by Land Use Solutions and Entitlement on behalf of Gary Redding to rezone multiple parcels located near the intersection of Maple Street and Francis Avenue from Office-35 to Office Retail	FINDINGS, CONCLUSIONS, AND DECISION FILE NO. Z18-423REZN

SUMMARY OF PROPOSAL AND DECISION

Proposal: The applicant seeks to change the zoning of several parcels of property from Office (O-35) to Office Retail (OR). The Office Retail is a more intense office use as it allows for limited retail uses.

Decision: Approved, with conditions.

FINDINGS OF FACT
BACKGROUND INFORMATION

Applicant/ Agent: Land Use Solutions and Entitlement
c/o Dwight Hume
9101 N. Mt. View Lane
Spokane, WA 99218

Owner: Gary Redding
P.O. Box 9815
Spokane, WA 99209

Property Location: The property can be described as consisting of two sites. Site A includes parcels located at 6221 and 6125 N. Maple Street, and 6222 and 6214 N. Ash Street. Site B includes parcels located at 6221 and 6227 N. Walnut Street and 6222 and 6228 N. Maple Street.

Legal Description: The legal description of the property is provided in Exhibit 2B.

Zoning: Office (O-35).

Comprehensive Plan Map Designation: Office

Site Description: The properties are located on the south side of W. Francis Avenue, between N. Ash Street and N. Walnut Street. For ease of reference, the eight tax parcels are divided into two groups of four parcels each, described as Site A and Site B. Sites A and B are separated by N. Maple Street. Site B is adjacent to W. Francis Avenue. Site A, however, has no frontage on Francis Avenue. Site A is separated from W. Francis Avenue by another ownership. Currently on Site A there are four (4) single family homes,

all constructed in 1952. On Site B there are also four single family homes, all constructed between 1953 and 1954.

Surrounding Conditions and Uses: The property to the north and on the opposite side of W. Francis Avenue is zoned Community Business (CB-55) and is being used for a mixture of commercial purposes. The property to the south is zoned Residential Single Family (RSF) and is developed with single family residences. The property to the east is zoned Office (O-35) and is being used for residential purposes. The property to the west is also zoned Office (O-35) and is being used for office and residential purposes.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code ("SMC") 17C.120, Commercial Zones, and SMC 17G.060.170, Decision Criteria.

Notice of Community Meeting: Mailed: March 27, 2018
Posted: March 27, 2018

Notice of Application/Public Hearing: Mailed: June 18, 2018
Posted: June 18, 2018

Community Meeting: April 12, 2018

Public Hearing Date: July 12, 2018

Site Visit: July 10, 2018

SEPA: A Determination of Nonsignificance ("DNS") was issued by the City of Spokane Planning Department on June 19, 2018. The DNS was not appealed.

Testimony:

Donna deBit, Assistant Planner
City of Spokane Planning & Development
808 West Spokane Falls Boulevard
Spokane, WA 99201

Dwight Hume
Land Use Solutions and Entitlement
9101 N. Mt. View Lane
Spokane, WA 99218

Exhibits:

1. Planning Services Staff Report
2. Application, including:
   - 2A General Application
   - 2B Zone Change Supplement
   - 2C Notification Map Application
   - 2D Aerial view of parcels
3. Wastewater comments
4. Notice map

5. Parcel listing
   5A Title Company and Applicant Certification
6. Notice of Community Meeting
7. Notice of Application and Public Hearing
8. Affidavit of mailings
   8A Community Meeting 03-27-18
   8B Combined Application and Hearing dated 06-18-18
9. Affidavit of posting
   9A Community Meeting dated 03-27-18
   9B Combined Application and Hearing dated 06-18-18
10. Removal of Community Meeting Public Sign dated 04-13-18
11. Determination of Nonsignificance (DNS) issued on 06-19-18
12. Environmental Checklist dated 04-19-18
13. Community Meeting sign in sheet
14. Community Meeting minutes
15. Letter dated 03-26-18 to Dwight Hume from Donna deBit
    re: community meeting instructions
16. Letter dated 05-01-18 to Interested Parties from Donna deBit
    re: requesting comments
17. Letter dated 06-12-18 to Dwight Hume from Donna deBit
    re: Notice of Application and Public Hearing Instructions.
18. Public Comments
    18A Doug Bierce, traffic concerns dated 05-11-18
    18B Charley Owen, traffic, access, property value concerns dated 05-15-18
    18C Doug Bierce, hearing time comment with response from D. deBit dated 06-22-18
    18D Charley Owen, traffic, neighborhood blight, hearing time dated 07-03-18

A Exhibits received at the hearing:
   A-1 Hardcopy of Planning's PowerPoint presentation

FINDINGS AND CONCLUSIONS

To be approved, the proposed rezone must comply with the criteria set forth in Section 17G.060.170 of the Spokane Municipal Code. The Hearing Examiner has reviewed the application for a rezone and the evidence of record with regard to the application and makes the following findings and conclusions:

1. *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The applicant seeks to change the zoning of the subject property from Office (O-35) to Office Retail, another commercial category. The question is whether the subject property is an appropriate location for future Office Retail uses. Office Retail uses are typically found in areas around downtown Spokane and Medical Districts shown in the Downtown Plan. *See* SMC 17C120.030(B). However, Office Retail uses can also be found in "other areas" which are already developed with higher intensity retail and service uses. *See id.* In addition, the code recognizes that the size of retail uses will be limited to

reduce the detrimental impacts on nearby residential uses. *See id.* It is apparent that the legislature has acknowledged that OR uses can be situated near residential uses.

The properties to the east and west of the site are already zoned Office, a commercial category. North of Francis, there is a mixture of commercial uses, of varying intensity. Farther north, there is also an area of OR-zoned property which is currently improved with an office building. *Testimony of D. Hume*. The properties east of Ash and along Francis Avenue contain a variety of office and retail uses. *See* Exhibit 1, p. 3. Some distance to the east there is an area, along Francis Avenue, that is zoned OR. *Testimony of D. deBit*. There are other pockets of OR-zoned property in the city which are outside the downtown districts. *See id.* Like other similarly situated properties, this site is an appropriate location for an OR zone. *See id.*

The zone code does acknowledge that, in typical cases, the OR zone is found in downtown districts. However, the code does not prohibit the OR zone from being established in other locations, and there are other examples of that, including with respect to properties in the vicinity of the subject site. The Hearing Examiner concludes that the proposed zone change is allowed under the land use codes. Therefore, this criterion is satisfied.

2. *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

Under the comprehensive plan, the land use designation for the property is "Office." Both Office and Office Retail are zones which implement this land use designation. *Testimony of D. deBit.* Thus, the proposed rezone is consistent with the comprehensive plan designation for this property. The proposed zone change is also consistent with the relevant goals and policies of the comprehensive plan.

The applicant's representative testified that the market has not demonstrated interest in the property for purely office purposes. *Testimony of D. Hume.* The hope is that having a retail component to support future office uses, as intended under the OR zone, will facilitate the development of the property for commercial purposes. *See* id. This proposal is supported by Goal LU 3, which promotes the efficient use of land through various means, including mixed-use development in proximity to retail businesses and public services. *See* Comprehensive Plan ("CP), Goal LU 3, p. 3-17. Policy LU 1.5 also supports the zone change. That policy encourages office uses along the south side of Francis Avenue, including the portion that is next to the subject properties. *See* CP, Policy LU 1.5, p. 3-8; *see also* Exhibit 1, p. 3.

The proposed rezone is also consistent with comprehensive plan policies that are designed to encourage economic development. Policy ED 3.5 supports opportunities to expand and increase the number of locally-owned businesses. *See* CP, Policy ED 3.5, p. 7-10. Policy ED 3.5, meanwhile, recognizes the significant contributions of small business to the local economy and therefore seeks to enhance opportunities for small businesses. *See* CP, Policy ED 3.6, p. 7-10. Creating an area for additional office and retail uses will provide opportunities for small businesses to operate. The current office zone has not resulted in any response from the market. *Testimony of D. Hume.* However, there are three Office Retail zones to the south of Francis Avenue, and all are

currently occupied. *See* Exhibit 1, p. 4. "Staff agrees with the applicant that rezoning the sites to Office Retail would increase the opportunity of revitalizing these underused parcels, resulting in a positive impact to the City's economy." *See* Exhibit 1, p. 4.

The Hearing Examiner concludes that the proposed rezone is consistent with the designation, goals, and policies of the comprehensive plan. Therefore, this criterion for approval of the rezone is met.

3. *The proposal meets the concurrency requirements of Chapter 17D.010 SMC. See SMC 17G.060.170(C)(3).*

The decision criteria for Type III decisions (such as a rezone) mandate that all proposals must satisfy the concurrency requirements under SMC 17D.010. *See* SMC 17G.060.170(C)(3). Accordingly, on May 1, 2018, a Request for Comments on the application was circulated to all City departments and outside agencies with jurisdiction. *See* Exhibit 16. The city received only one comment on the proposal. *See* Exhibit 1, p. 4. The comment came from the Waste Water Department and did not indicate that concurrency could not be satisfied. *See* Exhibit 3; *see also* Exhibit 1, p. 4. Thus, no departments or agencies reported that concurrency could not be achieved. In addition, there was no testimony at the public hearing suggesting that the concurrency standards would not be satisfied. The Hearing Examiner finds that the project satisfies the concurrency requirements of the municipal code. Therefore, this criterion for approval of the rezone is fulfilled.

4. *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The proposal to rezone the property is a non-project action. *See* Exhibit 1, p. 4. There are no specific development proposals or site plans to consider. *See* id. Any detailed analysis of the suitability of the property will have to wait until a specific development proposal is made. That said, there are no obvious conditions that make the property unsuitable for a future Office Retail use. The property is already improved with eight single-family residences. The property is essentially flat, having only slight slopes. *See* id. Sites A and B consist of four contiguous lots each, and both sites are rectangular in shape. The properties have at least 100 linear feet of frontage on each side. *See* id. The properties are bounded by busy thoroughfares, including Francis, Ash, and Walnut, and there is a mixture of residential, office, and commercial use in the immediate vicinity. Thus, there is nothing about the size, shape, topography, or location that is problematic to a proposed future use for Office Retail.

There is no evidence, at this non-project stage, that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. The property has already been improved with residences, suggesting that the property has development potential. There are no surface waters on the site. *See* Exhibit 12 (Environmental Checklist ¶ B(3)(a)(1)). And there are no known natural, historic or cultural features on the development site itself. *See* Exhibit 12 (Environmental

Checklist ¶ B(13)).

The Hearing Examiner concludes that the property is suitable for the proposed use, given the conditions and characteristics of the site known at this time. As a result, this criterion is satisfied.

5. *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

The application seeks to rezone the property from Office to Office Retail. No specific development project has been proposed in conjunction with the rezone. In other words, if this application is approved, only the classification of the land will change. The Hearing Examiner does not view the proposed change as radical in nature. The zone will change from one type of office use to another. The same uses are permitted in both the Office and Office Retail zones, with one exception—the Office Retail zone allows retail uses to be developed in conjunction with the primary office use. *See* Table 17C.120-1. In the Hearing Examiner's view, this change of zoning will not have significant, environmental impacts that would not be equivalent to an office use allowed in the existing zone. Possible exceptions include traffic and parking. Presumably, a retail component could result in materially more traffic or different traffic patterns, and may or may not result in greater parking demands. The extent of the traffic and parking, or the specific impacts of each, however, cannot be specifically determined at the non-project stage.

Although there is no development proposal on the table, the environmental analysis does not end here. If, in the future, the owner proposes a development that exceeds the minimum SEPA thresholds, "then that development will be required to complete SEPA specific to that development." *See* Exhibit 1, p. 4; *see also* SMC 17E.050.070 (Flexible Thresholds).

The applicant prepared an environmental checklist for the proposed zone change. *See* Exhibit 12. The information supplied is somewhat limited, due to the non-project nature of the proposal. Even so, the non-project portions of the checklist were completed. Based upon its review of the available information, the City of Spokane (Planning Department) issued a Determination of Nonsignificance (DNS) for the proposal. *See* Exhibit 11. The deadline to appeal the DNS was July 3, 2018. No appeals were filed and thus the city's evaluation of the environmental conditions is unchallenged.

The Hearing Examiner concludes that the proposed rezone will not have significant impacts on the environment, which cannot be adequately addressed through mitigation. To the extent a specific project action is proposed in the future, that project will again be evaluated under SEPA as appropriate. Therefore, this criterion for approval is satisfied.

6. *The Hearing Examiner concludes that the rezone should be approved, although some neighboring property owners have voiced objections.*

At least two neighboring property owners raised concerns about the proposed rezone. Those concerns included impacts from increased traffic; endangerment of children due to traffic; wear-and-tear on the roads; decreased property values; incongruity of the new zone with the existing residential use; and a lack of benefit to the neighborhood or community. *See* Exhibits 18A and 18B. While the neighbors raise understandable concerns, the Hearing Examiner does not believe that these objection warrant denial of the application.

The property is already zoned for commercial use, despite the existing residences. The proposal is not seeking to rezone land from residential to commercial. Sites A and B have been zoned for office use for a decade or more. The concerns raised would likely exist whether the property was converted to offices (which is allowed by the current zoning) or to offices with a retail component (only allowed with upon rezone approval). In addition, evaluation of the specific traffic impacts will have to await a specific development proposal. The neighbors are very concerned about increased traffic and related impacts, but the record contains no specific information about the amount of traffic, the traffic patterns, or any specific safety concerns or measures that might be relevant. Nor can those issues be meaningfully evaluated at the non-project stage. It is known that the proposed rezone would allow more intense use of the property than would be allowed under the current zone. However, there is no evidence that the more intense use would result in significant impacts that could not be adequately addressed through project conditions or mitigation measures. To the extent that a specific project will have material impacts, those matters should be addressed at the project phase.

There was no expert testimony or analysis regarding the potential impacts of the zone change. There is insufficient evidence in this record for the Hearing Examiner to evaluate the alleged impacts to safety, road capacity or circulation, or property values, to list a few examples. The general fears and concerns of the neighbors are understandable, but more specific information is required before the Hearing Examiner would deny the rezone on such rationales.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed rezone subject to the following conditions:

1. Approval is for a rezone to change the parcels identified in the application from Office (O-35) to Office Retail (OR).

2. The project will be developed in substantial conformance with SMC 17C.120.500, Design Standards Implementation for Commercial Zones, to maintain compatibility with and limit the negative impacts on surrounding areas.

3. If any artifacts or human remains are found upon excavation, the Spokane Tribe of Indians and the City of Spokane Planning & Development Services should be immediately notified and the work in the immediate area cease. Pursuant to RCW 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and RCW 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology & Historic Preservation before excavating, removing or altering Native American human remains or archaeological resources in Washington.

4. This approval does not waive the applicant's obligation to comply with all of the requirements of the Spokane Municipal Code, including the International Codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.

5. This project must adhere to any additional performance and development standards documented in comments or required by the City of Spokane, the County of Spokane, the State of Washington, and any federal agency.

6. Spokane Municipal Code section 17G.060.240 regulates the expiration of this approval, and Table 17G.060-3 sets forth the time frame for the expiration of all approvals.

7. This approval is subject to the above-stated conditions. By accepting this approval the applicant acknowledges that these conditions are reasonable and agrees to comply with them. The filing of the above required covenant constitutes the applicant's written agreement to comply with all conditions of approval. The property may not be developed except in accordance with these conditions and failure to comply with them may result in the revocation of this approval.

DATED this 25th day of July, 2018.

Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions by the Hearing Examiner regarding variances are final. They may be appealed by any party of record by filing a Land Use Petition with the Superior Court of Spokane County. **THE LAND USE PETITION MUST BE FILED AND THE CITY OF SPOKANE MUST BE SERVED WITHIN TWENTY-ONE (21) CALENDAR DAYS OF THE DATE OF THE ISSUANCE OF THE DECISION.** Pursuant to RCW 36.70C.040(4)(a), the date of the issuance of the decision is three days after a written decision is mailed by the local jurisdiction. This decision was mailed on July 25, 2018. **THEREFORE, THE DATE OF THE LAST DAY TO APPEAL IS THE 20th DAY OF AUGUST 2018 AT 5:00 P.M.**

In addition to paying any Court costs to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the Court.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Agenda Sheet for City Council Meeting of: 12/17/2018		Date Rec'd	12/3/2018
		Clerk's File #	ORD C35723
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	CHRISTOPHER 625-6194	Project #	
Contact E-Mail	CGREEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE APPROVING & CONFIRMING THE 2019 ASSESSMENTS FOR		

Agenda Wording

An Ordinance approving and confirming the 2019 assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

Summary (Background)

The City Council approved Resolution No. 2018-0085 which gave notice that the City Council would hold a public hearing on the 2019 Assessment Roll for the Downtown Spokane Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	Study Session	
Division Director	KINDER, DAWN	Other	City Council Mtg
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	cgreen@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	dkinder@spokanecity.org	
		ghankal@downtownspokane.net	
		jhensley@spokanecity.org	

ORDINANCE NO. C35723

AN ORDINANCE APPROVING AND CONFIRMING THE 2019 ASSESSMENTS AND ASSESSMENT ROLL FOR THE DOWNTOWN SPOKANE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-32923 AS CODIFIED AND AMENDED IN CHAPTER 4.31 SMC.

WHEREAS, the Spokane City Council on October 22, 2018 passed Resolution 2018 – 0087, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2018 - 0087, a public hearing was held on December 17, 2018 to take public testimony regarding the assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the Downtown Spokane Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2019 assessments and the assessment roll of the Downtown Spokane Parking and Business Improvement Area, established under Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3), hotels, motels, government, and others , shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-32923, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

Section 3. Pursuant to SMC 4.31.100, the projects, programs, activities and budget for the 2019 Downtown Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31st day of January, 2019, and the second half of the assessment due and payable on the 31st day of July, 2019. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars ($100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor

Date

Effective Date

APPENDIX A - 2019

DOWNTOWN SPOKANE
BUSINESS IMPROVEMENT DISTRICT
Special Assessment Matrix

I. TENANT ASSESSMENT FORMULA

All tenant assessments are based upon square footage of space per lease except where noted. *There is an annual minimum assessment of $110.00 per tenant.*

Type of Tenant	**Zone 1**	**Zone 2**	**Zone 3**	**Zone 4***
Retail Tenants -Ground floor and skywalk	$ 0.27	$ 0.15	$0.12	-0-
Office Tenants -Ground floor and skywalk	$ 0.15	$ 0.14	$ 0.11	-0-
Office and Retail Tenants -Upper floors and basement	$ 0.11	$ 0.10	$ 0.09	-0-
Manufacturing Tenants -outside a C-1 zoning district -within a C-1 zoning district	 $ 0.11 $ 0.04	 $ 0.10 $ 0.04	 $ 0.09 $ 0.04	 -0- -0-
Commercial Parking -per space assessment	$ 3.75	$ 3.12	$2.50	-0-
Commercial Theaters -per seat assessment	$ 3.12	$ 2.37	$ 2.00	-0-
Apartments -per unit assessment	$ 5.00	$ 4.37	$ 3.75	-0-

Combined Tenant/Owner	**Zone 1**	**Zone 2**	**Zone 3**	**Zone4**
Hotels and Motels	$25.00	$25.00	$25.00	-0-

II. PROPERTY OWNER ASSESSMENT FORMULA

Type of Owner	**Zone 1**	**Zone 2**	**Zone 3**	**Zone4**
Private Property	$1.10	$1.10	$0.70	-0-
Government	$0.80	$0.80	$0.60	-0-
Residential/Condominiums -per unit assessment	$0.60/$1,000 up to a max of $215	$0.60/$1,000 up to a max of $215	$0.40/$1,000 up to a max of $215	-0-
Public Facilities District	$0.31	$0.31	$0.31	-0-

Property owner assessments are based upon current values for land plus improvements, no exemptions, and are calculated at a rate per $1,000 of total assessed value. Each property including its tenants shall be assessed under both the tenant and property owner formulas.
There is an annual minimum assessment of $110.00 per property parcel.

III. GOVERNMENT PARK PROPERTY ASSESSMENT FORMULA

Type	**Zone 4***
Public parks	$150.00 per acre

IV. GENERAL EXEMPTIONS

The following will be exempt from special assessments:

1. Organizations and property owners recognized under Section 501 (c) (3) of the Internal Revenue Code as a tax exempt non-profit charitable organization;
2. Government agencies exempt from taxation pursuant to state or federal law;
3. Organizations conducting business in the Bid less than 30 days per year.

V. TENANT EXEMPTIONS

The following tenants will be exempt from special assessments:

1. Businesses in the district less than 30 days per year;

ASSESSMENT GUIDELINES

Chapter 4.31 of the Spokane Municipal Code (SMC), as originally adopted in Ordinance No. C-32923 and as subsequently amended by the City Council, provides for the levy of special assessments upon businesses and properties within the area designated as the Downtown Business Improvement District (BID). The Ratepayer Advisory Board of Directors submits to City Council an annual BID Management Plan including a proposed budget and special assessment matrix. In early December, City Council holds a public hearing to hear all protests and receives evidence for or against the proposed action.

The following guidelines are provided as a supplement to the assessment matrix:

- Assessment rates are annual and are based upon gross leasable space (including storage) except where noted. If a ratepayer elects to pay the assessment in two installments there will be a $10.00 service charge levied.
- A pro-rated assessment shall be available to tenant ratepayers upon request.
  - The pro-rated assessment shall be based on a full month, i.e. If a ratepayer leaves the district March 15th they will be invoiced for three full months.
  - A pro-rated assessment shall be available only to tenant ratepayers who move out of the district. When a tenant moves within the district, that tenant will be responsible for the assessment based on their previous location until the change is made for the next year's assessment roll.
- Assessments are based upon four "benefit zones", each of which pays a different level of assessment based upon the services it receives.
- A minimum assessment of $110.00 is levied for each tenant and/or property parcel.
- The following will be exempt from assessment: Organizations and property owners recognized under Section 501 (c)(3) of the Internal Revenue Code as a tax exempt non-profit charitable organization; Governmental agencies exempt from taxation pursuant to State and Federal law, organizations conducting business in the BID less than 30 days per year,.
- No historic tax credit or other exemptions that would decrease the assessed value of land or improvements will be used to calculate the annual property assessment.
- The Downtown Spokane Partnership office should be contacted immediately to discuss any situations not covered in the above guidelines.
- Manufacturing businesses should have their businesses classified, and assessments applied, consistent with other uses in the District. Business classifications (i.e., office/manufacturing) should not be prorated for a single business operation. Per Section 4, Part E, "if multiple activities or uses are undertaken in a single business space, the predominant activity or usage shall determine the business classification. The predominant usage is that use that has the greatest proportional square footage of a building compared to other uses.

DISPUTES

The majority of assessment questions are quickly resolved by the billing agency or the Downtown Spokane Partnership office. If a satisfactory conclusion is not reached, a ratepayer aggrieved by the amount of an assessment or delinquency charge, shall request, **within sixty (60) days of the assessment or charge,** a hearing before the Ratepayer Advisory Board. An Assessment Resolution Policy, which fully outlines the appeal process, is available from the Downtown Spokane Partnership office.

SPECIAL ASSESSMENTS

The City of Spokane will levy a special assessment on each business, organization, building and a property within the area by applying an assessment rate according to the current assessment formula approved by City Council.

Assessment Rate Increases
Proposals with regards to assessment rate changes (including minimums, maximums, exemptions and increases) are all subject to approval by City Council per RCW 35.87A.

Subsequent increases of the amount of the special assessments for all flat-fee assessments will be adjusted based on the increase, if any, of the Consumer Price Index of the U.S. City Average for all urban consumers (CPI-U). The percentage increase in the assessment formula shall be computed as follows:

[(Ending CPI-U – Beginning CPI-U) ÷ Beginning CPI-U] x 100 = Percentage Increase

Assessment Policies

1. Hotels and motels will be assessed for both property and tenancy at one rate per number of rooms.
2. All parking that is open and accessible to the public, including hotel lots and garages, for which a fee is charged shall be assessed on the same basis as commercial parking. For purposes of this assessment, commercial parking is defined as a parking space that is open and accessible to the public for which a charge is assessed for the privilege of parking a vehicle in the parking space for a set period of time.
3. Public parks will be assessed for both property and tenancy at one rate per number of acres.
4. A minimum assessment of one hundred and ten dollars ($ 110.00) will be applied to every business or property parcel within the boundaries.
5. Square footage will be combined for office or retail tenants occupying multiple spaces in one building.

DOWNTOWN SPOKANE PARTNERSHIP
BUSINESS IMPROVEMENT DISTRICT
GINA HANKAL
Accounting/Database Associate

Phone | 509.456.0580 ex 101
Fax | 509.747.3127
10 N Post Street, #400 | Spokane, WA 99201
downtownspokane.org

Downtown Improvement District
Tenant Assessment Roll

DOWNTOWN SPOKANE

Zone	Block	Business Name	Business/Property Address	Description	NumberUnits	Value	Total
2	51	ALSC Architects	203 N Washington #400 Liberty Bldg	Office Upper	14707	$ 1,470.70	$ 1,470.70
3	64	Jaime Johnson Events	335 W Sprague Ave #121 Hutton Bldg	Retail Ground	340	$ 110.00	$ 110.00
3	24	Umpqua Bank	111 W North River Dr #206 River's Edge Bldg	Office Upper	5009	$ 450.81	$ 450.81
2	51	Ampco Parking	Spokane Falls Blvd & Stevens St	Commercial Parking	151	$ 471.12	$ 471.12
3	59	Diamond Parking	311 W Main Ave	Commercial Parking	101	$ 252.50	$ 252.50
2	54	Cadable	421 W Riverside Ave #902 Paulsen Center	Office Upper	1218	$ 121.80	$ 121.80
3	59	Express Employment Professionals	331 W Main Ave	Office Upper	276	$ 24.84	
3	59	Express Employment Professionals	331 W Main Ave	Office Ground	1200	$ 132.00	$ 156.84
2	51	Auntie's Bookstore	402 W Main Ave #1st Fl Liberty Bldg	Retail Ground	8159	$ 1,223.85	$ 1,223.85
3	85	Automotive Jobber Supply	125 S Walnut St	Office Ground	16000	$ 1,760.00	
3	85	Automotive Jobber Supply	125 S Walnut St	Retail Ground	900	$ 108.00	$ 1,868.00
2	50	Northwest Best Direct	107 S Howard St #205 Black Building	Office Upper	2688	$ 268.80	$ 268.80
2	43	BDO USA LLP	601 W Riverside Ave #900 Bank Of America FC	Office Upper	9446	$ 944.60	$ 944.60
1	34	Hi-Tek Nails	707 W Main Ave #B7 Crescent Court	Retail Skywalk	1921	$ 518.67	$ 518.67
2	29	Nudo	818 W Sprague Ave Mystery Bldg	Retail Ground	2000	$ 300.00	$ 300.00
3	22	Queen of Sheba	621 W Mallon Ave #426 Flour Mill	Retail Ground	1009	$ 121.08	$ 121.08
1	26	Bloem- Chocolates, Flowers, Paperie	808 W Main Ave #237 RPS	Retail Skywalk	1843	$ 497.61	$ 497.61
3	22	Coast Property Management	621 W Mallon Ave #509 Flour Mill	Office Upper	2257	$ 203.13	$ 203.13
2	54	Daily Grind Downtown	421 W Riverside Ave #207 Paulsen Center	Retail Skywalk	840	$ 126.00	$ 126.00
2	52	Nectar Catering and Events	120 N Stevens St	Retail Basement	2700	$ 270.00	
2	52	Nectar Catering and Events	120 N Stevens St	Retail Ground	2700	$ 405.00	$ 675.00
3	82	Buena Vista Apts	11 S Cedar St Buena Vista	Apartments	41	$ 153.75	$ 153.75
2	9	Trek Architecture	122 S Monroe St #204 Railside Center	Office Upper	785	$ 110.00	$ 110.00
1	27	Anthropologie	811 W Main Ave W 809 Bldg	Retail Ground	12000	$ 3,240.00	$ 3,240.00
3	64	NW Investment Advisors	9 S Washington St #210 Hutton Bldg	Office Upper	1400	$ 126.00	$ 126.00
2	54	Steven A. Meek Architects	421 W Riverside Ave #412 Paulsen Center	Office Upper	2430	$ 243.00	$ 243.00
2	54	Levy Law Firm, PLLC	421 W Riverside Ave #381 Paulsen Center	Office Upper	305	$ 110.00	$ 110.00
2	44	Rainbow Connection Daycare	621 W Sprague Ave.	Office Ground	6128	$ 857.92	$ 857.92
2	55	Satellite Diner and Lounge	425 W Sprague Ave	Retail Ground	4400	$ 660.00	$ 660.00
2	55	Spokane City Ramp LLC	430 W 1st Ave	Commercial Parking	225	$ 702.00	$ 702.00
3	22	Clinkerdagger	621 W Mallon Ave #404 Flour Mill	Retail Ground	8262	$ 991.44	$ 991.44
1	46	Coeur d'Alene Plaza Apts.	228 N Howard St #300	Apartments	64	$ 320.00	$ 320.00
1	41	Washington Trust Bank Home Loans	601 W Main Ave #1400 Chase	Office Upper	12059	$ 1,326.49	$ 1,326.49
3	72	Lions Lair	205 W Riverside Ave Havermale Park	Retail Ground	1400	$ 168.00	$ 168.00
2	43	Merrill Lynch, Pierce, Fenner & Smith Inc	601 W Riverside Ave #300 Bank Of America FC	Office Upper	18477	$ 1,847.70	$ 1,847.70
2	36	USA Heart Inc	10 N Post St #642 & 644 Peyton Bldg	Office Upper	1104	$ 110.40	$ 110.40
2	43	New York Life Insurance	601 W Riverside Ave #1600 Bank Of America FC	Office Upper	10308	$ 1,030.80	$ 1,030.80
3	22	XS Wholesale Jewelers	621 W Mallon Ave #422 Flour Mill	Retail Ground	600	$ 110.00	$ 110.00
2	17	CH2M Hill Inc	999 W Riverside Ave #500	Office Upper	6222	$ 622.20	$ 622.20
2	17	Terra Blanca Winery	926 W Sprague Ave #100 Chronicle Bldg	Retail Ground	1737	$ 260.55	$ 260.55
3	77	Cowles Publishing Co.	1103 W Sprague Ave.	Office Ground	9715	$ 1,068.65	$ 1,068.65
2	7	Cowles Publishing Co.	1010 W Sprague Ave	Commercial Parking	276	$ 861.12	$ 861.12
2	54	Republic Services Regional Disposal	421 W Riverside Ave #1040 Paulsen Center	Office Upper	645	$ 110.00	$ 110.00
3	22	Clinkerdagger	621 W Mallon Ave #401 Flour Mill	Retail Ground	707	$ 110.00	$ 110.00
2	43	Crickets Deli	601 W Riverside Ave #210 Bank Of America FC	Retail Skywalk	2465	$ 369.75	$ 369.75
3	69	Cruz Custom Boots	209 W Main Ave	Retail Ground	120	$ 110.00	$ 110.00
1	28	Moloney & O'Neill / Corkery & Jones Benefits	818 W Riverside Ave #650 Lincoln Plaza	Office Upper	9844	$ 1,082.84	$ 1,082.84

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1	41	RBC Capital Markets Corporation	601 W Main Ave #1215 Chase	Office Upper	5290	$ 581.90	$ 581.90
2	54	Action Coach	421 W Riverside Ave #1015 Paulsen Center	Office Upper	714	$ 110.00	$ 110.00
3	62	Dania Furniture	319 W Riverside Ave	Retail Ground	12800	$ 1,536.00	
3	62	Dania Furniture	319 W Riverside Ave	Retail Ground	42200	$ 5,064.00	$ 6,600.00
1	39	Wheatland Bank	222 N Wall St #308 Wheatland FC	Office Upper	11714	$ 1,288.54	$ 1,288.54
2	53	Asset Planning & Management	422 W Riverside Ave #722 USBank Bldg	Office Upper	2397	$ 239.70	$ 239.70
3	24	WIPFLI LLP	201 W North River Dr #430 RLH Bldg	Office Upper	10080	$ 907.20	$ 907.20
1	41	Delay, Curran, Thompson & Pontarolo	601 W Main Ave #1212 Chase	Office Upper	2936	$ 322.96	$ 322.96
2	19	GVD Commercial Properties	909 W 1st Ave #B	Retail Upper	2000	$ 200.00	$ 200.00
3	22	Republic Parking	620 W Mallon Ave	Commercial Parking	211	$ 527.50	$ 527.50
3	66	Diamond Parking 2220	235 W Spokane Falls Blvd	Commercial Parking	190	$ 475.00	$ 475.00
3	79	NAC Architecture Parking	1208 W Sprague Ave	Commercial Parking	42	$ 110.00	$ 110.00
2	31	Steam Plant Square Parking	126 S Post St	Commercial Parking	150	$ 468.00	$ 468.00
3	13	Diamond Parking	709-711 N Lincoln St	Commercial Parking	130	$ 325.00	$ 325.00
1	46	Chronic Tacos	524 W Main Ave	Retail Ground	2048	$ 552.96	$ 552.96
1	34	Travelers Property Casulty	707 W Main Ave #703 Crescent Court	Office Upper	3094	$ 340.34	$ 340.34
2	37	Domini Sandwiches Inc	703 W Sprague Ave WTFC	Retail Ground	1742	$ 261.30	
2	37	Domini Sandwiches Inc	703 W Sprague Ave WTFC	Office Ground	110	$ 15.40	$ 276.70
2	54	Gregory J Workland	421 W Riverside Ave #673 Paulsen Center	Office Upper	451	$ 110.00	$ 110.00
2	45	Donald Trail Architect	123 S Wall St	Office Ground	350	$ 110.00	$ 110.00
2	45	Roen Associates Inc	121 S Wall St	Office Upper	3435	$ 343.50	$ 343.50
2	53	Mike Wren / Chris Brandkamp	422 W Riverside Ave #909 USBank Bldg	Office Upper	883	$ 110.00	$ 110.00
2	54	Murraysmith Inc	421 W Riverside Ave #762 Paulsen Center	Office Upper	1462	$ 146.20	$ 146.20
2	54	Stone Creek Insurance Agency Inc	421 W Riverside Ave #1050 Paulsen Center	Office Upper	340	$ 110.00	$ 110.00
2	29	Renegade By MonteScarlatto	822 W Sprague Ave Michael Bldg	Retail Ground	1543	$ 231.45	$ 231.45
2	54	Downtown Dental	421 W Riverside Ave #810 Paulsen Center	Office Upper	1725	$ 172.50	$ 172.50
2	54	JMK & Associates	421 W Riverside Ave #524 Paulsen Center	Office Upper	2311	$ 231.10	$ 231.10
2	54	Rushall, Reital & Randall	421 W Riverside Ave #864 Paulsen Center	Office Upper	378	$ 110.00	$ 110.00
3	3	Dresden Group LLC	707 N Monroe St	Apartments	28	$ 110.00	$ 110.00
2	54	Patrick Downey Attorney at Law	421 W Riverside Ave #275B Paulsen Center	Office Upper	190	$ 110.00	$ 110.00
2	52	Madeleine's	415 W Main Ave #103	Retail Ground	3046	$ 456.90	$ 456.90
3	64	STCU - Investment Services	9 S Washington St #105 Hutton Bldg	Office Upper	900	$ 110.00	$ 110.00
3	79	Myrtle Apartments	1214 W Sprague Ave	Apartments	18	$ 110.00	$ 110.00
3	3	Cedar Coffee	701 N Monroe St Dresden Bldg	Retail Ground	1100	$ 132.00	$ 132.00
1	32	John F Kapek	221 N Wall St #438 Old City Hall	Office Upper	853	$ 110.00	$ 110.00
2	52	Hills' Restaurant and Lounge	401 W Main Ave	Retail Ground	5400	$ 810.00	$ 810.00
3	64	Anastasi Moore & Martin LLC	9 S Washington St #600 Hutton Bldg	Office Upper	8600	$ 774.00	$ 774.00
2	54	Nalco Chemical Company	421 W Riverside Ave #770 Paulsen Center	Office Upper	1316	$ 131.60	$ 131.60
2	54	Cameron Sutherland, PLLC	421 W Riverside Ave #660 Paulsen Center	Office Upper	1212	$ 121.20	$ 121.20
2	53	Erickson's Optical Labs Inc - Eye Clinic	422 W Riverside Ave #730 USBank Bldg	Office Upper	1369	$ 136.90	$ 136.90
2	54	Law Office of Charles V. Carroll	421 W Riverside Ave #960 775 Paulsen Center	Office Upper	3081	$ 308.10	$ 308.10
2	45	Europa Restaurant & Bakery	125 S Wall St	Retail Ground	4006	$ 600.90	$ 600.90
1	28	Evans, Craven & Lackie PS	818 W Riverside Ave #250 Lincoln Plaza	Office Upper	9613	$ 1,057.43	$ 1,057.43
3	79	WS Property Management Parking	1218 W Sprague Ave	Commercial Parking	25	$ 110.00	$ 110.00
3	59	The Eye Care Team	126 N Washington St #A Orsi Bldg	Retail Ground	4500	$ 540.00	$ 540.00
3	61	Bohrnsen Smith Stocker Luciani PLLC	312 W Riverside Ave Morgan	Office Upper	1675	$ 150.75	$ 150.75
2	54	Paulsen Center Management / West & Wheeler	421 W Riverside Ave #204 Paulsen Center	Office Skywalk	1421	$ 198.94	$ 198.94
3	81	4 Degrees Realty	1209 W 1st Ave	Office Ground	3600	$ 396.00	$ 396.00

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2	54	Gobel Law Office PLLC	421 W Riverside Ave #906 Paulsen Center	Office Upper	380	$ 110.00	$	110.00
2	54	Feltman Ewing PS	421 W Riverside Ave #1400 875A Paulsen Center	Office Upper	4855	$ 485.50		
2	54	Feltman Ewing PS	421 W Riverside Ave #1400 875A Paulsen Center	Office Upper	400	$ 40.00	$	525.50
2	48	Fernwell Executive Suites	505 W Riverside Ave #500 Fernwell Bldg	Office Upper	7987	$ 798.70	$	798.70
1	47	WEB Properties	522 W Riverside Ave #6th Floor Fidelity Bldg	Office Upper	3480	$ 382.80	$	382.80
3	24	McGann Corp (Arby's)	201 W North River Dr #360 RLH Bldg	Office Upper	1228	$ 110.52	$	110.52
3	83	Rocket Bakery	1325 W 1st Ave #101 Eldridge Bldg	Retail Ground	2500	$ 300.00	$	300.00
3	6	Dellwo Roberts & Scanlon PS	1124 W Riverside Ave #310 North Coast Plaza Bldg	Office Upper	1870	$ 168.30	$	168.30
1	41	Loran Graham Company	601 W Main Ave #1015 Chase	Office Upper	1215	$ 133.65	$	133.65
2	8	Spokane Symphony/Fox Theatre	1005 W Sprague Ave	Exempt	5000	$ -	$	-
3	24	McLean Immigration Law PLLC	201 W North River Dr #370 RLH Bldg	Office Upper	605	$ 110.00	$	110.00
1	32	Northwest Equity Solutions Inc	221 N Wall St #615 Old City Hall	Office Upper	1006	$ 110.66	$	110.66
3	63	Glen Dow	311 W Riverside Ave	Retail Ground	1400	$ 168.00	$	168.00
3	62	Glen Dow Hair Academy	309 W Riverside Ave	Retail Ground	5000	$ 600.00	$	600.00
2	43	RW Baird	601 W Riverside Ave #1940 Bank Of America FC	Office Upper	6126	$ 612.60	$	612.60
3	4	Golden Rule Brake Service	625 N Monroe St	Retail Ground	1856	$ 222.72	$	222.72
3	24	Turner, Stoeve & Gagliardi PS	201 W North River Dr #190 RLH Bldg	Office Ground	2431	$ 267.41	$	267.41
3	24	Centennial Hotel	303 W North River Dr	Hotels & Motels	402	$ 10,050.00	$	10,050.00
2	54	Goodyear Shoe Repair	414 W Sprague Ave	Retail Ground	840	$ 126.00	$	126.00
2	36	Chase Youth Foundation	10 N Post St #649 Peyton Bldg	Exempt	187	$ -	$	-
2	29	Fire Artisan Pizza	816 W Sprague Ave	Retail Ground	2000	$ 300.00	$	300.00
2	54	Terrence Dunne & Associates	421 W Riverside Ave #610 Paulsen Center	Office Upper	1279	$ 127.90	$	127.90
1	28	Goodale & Barbieri Company	818 W Riverside Ave #300 Lincoln Plaza	Office Upper	3067	$ 337.37	$	337.37
2	54	Chicken-N-Mo: Southern Style Cookin'	414 1/2 W Sprague Ave	Retail Ground	789	$ 118.35	$	118.35
3	83	Carnegie Nail Design	1317 W 1st Ave Eldridge Bldg	Retail Ground	501	$ 110.00	$	110.00
2	54	Mikes Mobile Shoe Shine	421 W Riverside Ave #203 Paulsen Center	Retail Skywalk	322	$ 110.00	$	110.00
2	9	Echo Boutique	1033 W 1st Ave	Retail Ground	1940	$ 291.00	$	291.00
1	47	Heylman Martin Architects	100 N Parkade Plaza	Office Ground	928	$ 139.20	$	139.20
1	34	Trinity Management Office	707 W Main Ave #B6 Crescent Court	Office Skywalk	1458	$ 218.70	$	218.70
3	72	High Nooner	237 W Riverside Ave Albert Building	Retail Ground	2500	$ 300.00	$	300.00
3	22	The Chocolate Apothecary	621 W Mallon Ave #419 Flour Mill	Retail Ground	1088	$ 130.56	$	130.56
2	52	Johnston Engineering	120 N Stevens St #200	Office Upper	200	$ 110.00	$	110.00
2	54	Inland Northwest Bank	421 W Riverside Ave #113 772 Paulsen Center	Office Ground	16672	$ 2,334.08	$	2,334.08
3	84	Integrus Architecture	10 S Cedar St	Office Upper	7510	$ 675.90		
3	84	Integrus Architecture	10 S Cedar St	Office Ground	8333	$ 916.63	$	1,592.53
3	12	Interior Development East Ltd	921 W Broadway Ave #100 Broadway Bldg	Retail Ground	150	$ 110.00	$	110.00
2	53	Northwest Open Access Network	422 W Riverside Ave #408 USBank Bldg	Office Upper	10960	$ 1,096.00	$	1,096.00
2	54	Legacy Capital Management Inc	421 W Riverside Ave #330 Paulsen Center	Office Upper	884	$ 110.00	$	110.00
3	64	CMC Tire Inc	9 S Washington St #301 Hutton Bldg	Office Upper	2937	$ 264.33	$	264.33
2	54	Daley Management	421 W Riverside Ave #470 Paulsen Center	Office Upper	700	$ 110.00	$	110.00
3	61	Jensen Distribution Services	314 W Riverside Ave	Office Ground	17000	$ 1,870.00	$	1,870.00
2	49	Jimmy Z's Gastropub & Red Room Lounge	521 W Sprague Ave Symons Bldg	Retail Ground	5639	$ 845.85	$	845.85
2	29	Hotel Lusso	808 W Sprague Ave	Hotels & Motels	48	$ 1,200.00	$	1,200.00
3	24	Kelly Services Inc.	201 W North River Dr #210 RLH Bldg	Office Upper	1451	$ 130.59	$	130.59
2	50	Kershaw's Inc.	119 S Howard St	Office Upper	10000	$ 1,000.00		
2	50	Kershaw's Inc.	119 S Howard St	Office Ground	10000	$ 1,400.00	$	2,400.00
1	41	Kiemle & Hagood Company	601 W Main Ave #400 Chase	Office Upper	12059	$ 1,326.49	$	1,326.49
2	54	Charles T Conrad PS	421 W Riverside Ave #725 Paulsen Center	Office Upper	927	$ 110.00	$	110.00

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2	54	Lucky's Irish Pub	408 W Sprague Ave	Retail Ground	1250	$ 187.50	$	**187.50**
3	6	Break Through Inc	1124 W Riverside Ave #200 North Coast Plaza Bldg	Office Upper	1462	$ 131.58	$	**131.58**
2	43	CliftonLarsonAllen LLP	601 W Riverside Ave #700 Bank Of America FC	Office Upper	16200	$ 1,620.00	$	**1,620.00**
3	3	Indy's Barbershop	711 N Monroe St Dresden Bldg	Retail Ground	1166	$ 139.92	$	**139.92**
1	34	Studio Capelli	707 W Main Ave #B9 Crescent Court	Retail Skywalk	1280	$ 345.60	$	**345.60**
2	54	State Rep. Marcus Ricelli	421 W Riverside Ave #317 Paulsen Center	Exempt	370	$ -	$	-
3	61	Italian Kitchen	113 N Bernard St	Retail Ground	2200	$ 264.00	$	**264.00**
2	37	Lukins & Annis Law Offices	717 W Sprague Ave #1600 WTFC	Office Upper	11130	$ 1,113.00		
2	37	Lukins & Annis Law Offices	717 W Sprague Ave #1600 WTFC	Office Upper	430	$ 43.00	$	**1,156.00**
2	54	Pinnacle Northwest	412 W Sprague Ave	Retail Ground	840	$ 126.00	$	**126.00**
1	33	Rocket Bakery	207 N Wall St	Retail Ground	250	$ 110.00	$	**110.00**
2	29	Yuppy Puppy	830 W Sprague Ave	Retail Ground	1895	$ 284.25	$	**284.25**
3	22	Marguerite's Nail Boutique	621 W Mallon Ave #417 Flour Mill	Retail Ground	610	$ 110.00	$	**110.00**
2	54	Essential Massage LLC	421 W Riverside Ave #711 Paulsen Center	Office Upper	690	$ 110.00	$	**110.00**
2	29	24 Taps	825 W Riverside Ave.	Retail Ground	4775	$ 716.25	$	**716.25**
2	43	Moss Adams LLP	601 W Riverside Ave #1800 Bank Of America FC	Office Upper	15132	$ 1,513.20	$	**1,513.20**
2	53	MCI Worldcom	422 W Riverside Ave #1404 USBank Bldg	Office Upper	335	$ 110.00	$	**110.00**
3	72	Lutheran Community Services Northwest	1 N Browne St Havermale Park	Exempt	1800	$ -	$	-
1	47	Katerra	502 W Riverside Ave #206	Office Upper	2815	$ 309.65	$	**309.65**
3	24	Mutual of Enumclaw	201 W North River Dr #335 RLH Bldg	Office Upper	5945	$ 535.05	$	**535.05**
2	52	Millman Jewelers-E-Z Loan, Inc.	407 W Main Ave	Retail Ground	4000	$ 600.00	$	**600.00**
3	13	Metro Eclectic	604 N Monroe St	Retail Ground	9000	$ 1,080.00	$	**1,080.00**
1	34	Umpqua Bank	707 W Main Ave #A2 Crescent Court	Retail Ground	2856	$ 771.12	$	**771.12**
3	22	Boom Creative	621 W Mallon Ave #603 Flour Mill	Office Upper	1156	$ 110.00	$	**110.00**
3	85	Motion Auto Supply	120 S Cedar St	Retail Ground	1500	$ 180.00	$	**180.00**
2	9	Scratch Restaurant and Lounge	1007 W 1st Ave	Retail Ground	1200	$ 180.00	$	**180.00**
2	9	miFlavour	1019 W 1st Ave RailSide Center	Retail Ground	870	$ 130.50	$	**130.50**
3	66	Azteca	245 W Spokane Falls Blvd	Retail Ground	7200	$ 864.00		
3	66	Azteca	245 W Spokane Falls Blvd	Office Upper	2000	$ 180.00	$	**1,044.00**
1	40	MW Consulting Engineers	222 N Wall St #200 Wheatland FC	Office Upper	7023	$ 772.53	$	**772.53**
3	79	Myrtle Apartments	1227 W Riverside Dr.	Apartments	15	$ 110.00	$	**110.00**
2	56	Scout Real Estate	429 W 1st Ave	Retail Ground	800	$ 120.00	$	**120.00**
2	17	Neuroeducation	905 W Riverside Ave #208 Great Western Bldg	Office Upper	2645	$ 264.50	$	**264.50**
3	72	West Riverside Apartments	221 W Riverside Ave	Apartments	24	$ 110.00	$	**110.00**
2	9	Madison Apartments	1029 W 1st Ave Madison	Apartments	68	$ 297.16	$	**297.16**
1	28	Hill International	818 W Riverside Ave #400 Lincoln Plaza	Office Upper	3680	$ 404.80	$	**404.80**
2	36	Cochinito Taqueria	10 N Post St #14	Retail Ground	4780	$ 717.00	$	**717.00**
1	26	Nordstrom	828 W Main Ave RPS	Retail Ground	43000	$ 11,610.00		
1	26	Nordstrom	828 W Main Ave RPS	Retail Skywalk	43000	$ 11,610.00		
1	26	Nordstrom	828 W Main Ave RPS	Retail Upper	43000	$ 4,730.00	$	**27,950.00**
2	49	John O'Neil	7 S Howard St #424 Symons Bldg	Office Upper	384	$ 110.00	$	**110.00**
3	6	North Coast Life Insurance	1116 W Riverside Ave	Office Ground	11488	$ 1,263.68	$	**1,263.68**
2	49	Michelle Lobdell, Personal Training	7 S Howard St #200 Symons Bldg	Retail Upper	3393	$ 339.30	$	**339.30**
3	79	NAC Architecture	1203 W Riverside Dr	Office Upper	6704	$ 603.36		
3	79	NAC Architecture	1203 W Riverside Dr	Office Ground	2685	$ 295.35	$	**898.71**
2	54	Spokane Business Attorneys	421 W Riverside Ave #1000	Office Upper	419	$ 110.00	$	**110.00**
1	46	O'Doherty's Irish Grille	525 W Spokane Falls Blvd	Retail Ground	4000	$ 1,080.00	$	**1,080.00**
2	54	Situs Realty Group	421 W Riverside Ave #416A Paulsen Center	Office Upper	350	$ 110.00	$	**110.00**

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3	64	Spokane Comedy Club	315 W Sprague Ave	Retail Ground	6000	$ 720.00	$	**720.00**
2	54	Crave	401 W Riverside Ave #101 Paulsen Center	Retail Ground	1965	$ 294.75	$	**294.75**
3	22	IFIOC	621 W Mallon Ave #600 Flour Mill	Office Upper	3578	$ 322.02	$	**322.02**
2	43	Ignitium	601 W Riverside Ave #1700 Bank Of America FC	Office Upper	6322	$ 632.20	$	**632.20**
2	37	Paine Hamblen LLP	717 W Sprague Ave #1200 WTFC	Office Upper	7042	$ 704.20		
2	37	Paine Hamblen LLP	717 W Sprague Ave #1200 WTFC	Office Upper	255	$ 25.50	$	**729.70**
3	66	Park Tower Apts.	217 W Spokane Falls Blvd	Apartments	185	$ 693.75	$	**693.75**
1	47	Parkade, Inc	202 Parkade Plz Parkade	Commercial Parking	944	$ 3,540.00	$	**3,540.00**
1	46	Parkrite #1	Main & Stevens	Commercial Parking	144	$ 540.00	$	**540.00**
3	83	Pass Word Inc	1303 W 1st Ave #200	Office Upper	3000	$ 270.00	$	**270.00**
1	47	Rite-Aid Drugs, Inc.	112 N Howard St #115 Parkade Plaza	Retail Ground	18821	$ 5,081.67	$	**5,081.67**
1	34	Premier Business Centers	707 W Main Ave #2nd Flr Crescent Court	Office Skywalk	13326	$ 1,998.90	$	**1,998.90**
2	17	Payne Properties & Development	905 W Riverside Ave #406 Great Western Bldg	Office Upper	738	$ 110.00	$	**110.00**
3	22	Evergreen Elder Law	621 W Mallon Ave #306 Flour Mill	Office Upper	1833	$ 164.97	$	**164.97**
1	34	T-Mobile	707 W Main Ave #A4 Crescent Court	Retail Ground	2070	$ 558.90	$	**558.90**
1	32	Womer & Associates	221 N Wall St #600 Old City Hall	Office Upper	7655	$ 842.05	$	**842.05**
2	36	Johnson's Custom Jewelry Inc.	10 N Post St #110 Peyton Bldg	Retail Ground	600	$ 110.00	$	**110.00**
2	53	Farmers Insurance Agency	239 W Main Ave #100	Office Ground	2700	$ 378.00	$	**378.00**
2	54	Northwest Pain Care	421 W Riverside Ave #900 Paulsen Center	Office Upper	7184	$ 718.40	$	**718.40**
3	24	Pier One Import Mart	101 W North River Dr #001 River's Edge Bldg	Retail Ground	9234	$ 1,108.08	$	**1,108.08**
2	43	UBS	601 W Riverside Ave #1200 Bank Of America FC	Office Upper	9681	$ 968.10	$	**968.10**
2	54	PM Jacoy	402 W Sprague Ave	Retail Ground	2000	$ 300.00	$	**300.00**
3	64	Thinking Cap Communications and Design	9 S Washington St #201 Hutton Bldg	Office Upper	2600	$ 234.00	$	**234.00**
3	22	The Kitchen Engine	621 W Mallon Ave #416 Flour Mill	Retail Ground	3046	$ 365.52	$	**365.52**
2	43	Lee & Hayes PLLC	601 W Riverside Ave #1400 Bank Of America FC	Office Upper	15855	$ 1,585.50	$	**1,585.50**
2	17	Ellen M. Hendrick PLLC	905 W Riverside Ave #601 Great Western Bldg	Office Upper	1131	$ 113.10	$	**113.10**
2	43	Randall & Danskin PS	601 W Riverside Ave #1500 Bank Of America FC	Office Upper	13287	$ 1,328.70	$	**1,328.70**
2	53	Richards, Merrill & Peterson Inc	422 W Riverside Ave #101 USBank Bldg	Office Ground	4433	$ 620.62	$	**620.62**
2	52	Rick Singer Photography	415 1/2 W Main Ave	Retail Upper	5600	$ 560.00	$	**560.00**
3	3	Giant Nerd Books	709 N Monroe St	Retail Ground	1254	$ 150.48	$	**150.48**
3	6	Riverfalls Tower Apartments	1224 W Riverside Ave	Apartments	99	$ 371.25	$	**371.25**
1	26	Riverpark Square-Parking Garage	814 W Main Ave RPS	Commercial Parking	1350	$ 5,062.50	$	**5,062.50**
2	54	Anchored Art	421 W Riverside Ave #108A Paulsen Center	Retail Ground	1846	$ 276.90	$	**276.90**
3	24	Spokane Attorneys at Law	201 W North River Dr #305 RLH Bldg	Office Upper	2711	$ 243.99	$	**243.99**
2	54	Sharp Real Estate	421 W Riverside Ave #1009 Paulsen Center	Office Skywalk	721	$ 110.00	$	**110.00**
2	17	Hayward Law	905 W Riverside Ave #505	Office Upper	248	$ 110.00	$	**110.00**
1	28	Moloney & O'Neill	818 W Riverside Ave #700 Lincoln Plaza	Office Upper	11064	$ 1,217.04	$	**1,217.04**
1	46	Rocky Rococo	520 W Main Ave Bennett Block	Retail Ground	4711	$ 1,271.97	$	**1,271.97**
2	30	Neato Burrito	827 W 1st Ave #100 Courtyard Office Center	Retail Ground	1555	$ 233.25	$	**233.25**
3	12	Law Offices of D.C. Cronin	724 N Monroe St	Office Ground	2000	$ 220.00	$	**220.00**
2	53	David J. Crouse & Associates	422 W Riverside Ave #820 USBank Bldg	Office Upper	2438	$ 243.80	$	**243.80**
3	79	San Marco Apts.	1229 W Riverside Dr	Apartments	40	$ 150.00	$	**150.00**
2	54	Michael Macauley & Associates	421 W Riverside Ave #1030 Paulsen Center	Office Upper	1325	$ 132.50	$	**132.50**
2	54	Washington Capital Management - Compass Group	421 W Riverside Ave #812 Paulsen Center	Office Upper	1029	$ 110.00	$	**110.00**
2	43	Bank of America	601 W Riverside Ave #Lobby Bank Of America FC	Office Ground	48404	$ 6,776.56	$	**6,776.56**
3	85	Grand Coulee Apartments	106 S Cedar St	Apartments	20	$ 110.00	$	**110.00**
1	47	Katerra	502 W Riverside Ave #206	Office Upper	2007	$ 220.77	$	**220.77**
2	54	The Monterey Café	9 N Washington St	Retail Ground	800	$ 120.00	$	**120.00**

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2	54	Ulrich Investment Consultants	421 W Riverside Ave #972 Paulsen Center	Office Upper	1291	$ 129.10	$	**129.10**
2	17	Chair Six Financial Planning PLLC	905 W Riverside Ave #201 Great Western Bldg	Office Upper	563	$ 110.00	$	**110.00**
2	54	Spokane Reporting Service	421 W Riverside Ave #1010 Paulsen Center	Office Upper	940	$ 110.00	$	**110.00**
2	49	All You Can Ink Tattoo	9 S Howard St Symons Bldg	Retail Ground	680	$ 110.00	$	**110.00**
2	56	Prime Real Estate Group	417 W 1st Ave.	Office Ground	1300	$ 182.00	$	**182.00**
3	83	Regeneration Point	1319 W 1st Ave Eldridge Bldg	Retail Ground	1900	$ 228.00	$	**228.00**
1	46	Poplawski Law LLC	530 W Main Ave #201 Bennett Block	Office Upper	1500	$ 165.00	$	**165.00**
3	60	Metropolitan Apartments	111 N Bernard St	Apartments	31	$ 116.25	$	**116.25**
3	70	Standard Digital Print Co., Inc.	256 W Riverside Ave	Office Ground	5000	$ 550.00	$	**550.00**
2	56	Pure Salon & Spa	423 W 1st Ave #100 Minnesota Bldg	Office Ground	790	$ 110.60	$	**110.60**
1	28	Homestreet Bank	818 W Riverside Ave #120 Lincoln Plaza	Retail Ground	4180	$ 1,128.60	$	**1,128.60**
1	41	Soulful Soups and Spirits	117 N Howard St #100	Retail Ground	1200	$ 324.00	$	**324.00**
3	60	Suki Yaki Inn Japanese Restaurant	119 N Bernard St	Retail Ground	4400	$ 528.00	$	**528.00**
1	26	The Walking Company	808 W Main Ave #209 RPS	Retail Skywalk	1458	$ 393.66	$	**393.66**
2	38	Ruby2	123 S Post St.	Hotels & Motels	44	$ 1,100.00	$	**1,100.00**
3	72	Hale Apartments	227 W Riverside Ave Havermale Park	Apartments	12	$ 110.00	$	**110.00**
1	33	Jos. A. Bank	706 W Main Ave #125 RPS	Retail Ground	4482	$ 1,210.14	$	**1,210.14**
3	83	Bird's Eye Tattoo	1325 W 1st Ave #316 Eldridge Bldg	Retail Upper	235	$ 110.00	$	**110.00**
2	54	The Missing Piece Tattoo Lounge	410 W Sprague Ave. Spokane Wa 99201	Retail Ground	1250	$ 187.50	$	**187.50**
3	61	The Onion Bar & Grill	302 W Riverside Ave	Retail Ground	4500	$ 540.00	$	**540.00**
2	54	Conlin, Maloney & Miller	421 W Riverside Ave #911 469B Paulsen Center	Office Upper	156	$ 15.60		
2	54	Conlin, Maloney & Miller	421 W Riverside Ave #911 469B Paulsen Center	Office Upper	996	$ 99.60	$	**115.20**
3	22	Tobacco World	621 W Mallon Ave #406 Flour Mill	Retail Ground	757	$ 110.00	$	**110.00**
2	19	Hotel Ruby	901 W 1st Ave Hotel Ruby	Hotels & Motels	36	$ 900.00	$	**900.00**
2	29	Michael Building Apartments	826 W Sprague Ave Michael Bldg	Apartments	18	$ 110.00	$	**110.00**
2	36	Brews Brothers Espresso Lounge	734 W Sprague Ave Peyton Bldg	Retail Ground	1026	$ 153.90	$	**153.90**
3	82	Studio One Hair & Body Salon	1311 W Sprague Ave	Retail Ground	1500	$ 180.00	$	**180.00**
2	53	US Bank of Washington	422 W Riverside Ave #100 USBank Bldg	Office Ground	17718	$ 2,480.52	$	**2,480.52**
3	24	iMortgage	111 W North River Dr #100 River's Edge Bldg	Office Ground	3224	$ 354.64	$	**354.64**
1	41	CenturyLink	601 W Main Ave #500 Chase	Office Upper	5147	$ 566.17	$	**566.17**
1	41	Wells St. John	601 W Main Ave #600 Chase	Office Upper	6957	$ 765.27	$	**765.27**
3	22	Varela & Associates	601 W Mallon Ave #A Flour Mill	Office Ground	1350	$ 148.50	$	**148.50**
2	19	Vic B. Linden & Sons Sign Advertising, Inc.	122 S Lincoln St	Manufacturing	3201	$ 320.10	$	**320.10**
2	53	Mullin Cronin Casey & Blair PS	115 N Washington St #2nd Fl Jockey Club Bldg	Office Upper	3042	$ 304.20		
2	53	Mullin Cronin Casey & Blair PS	115 N Washington St #2nd Fl Jockey Club Bldg	Office Upper	710	$ 71.00	$	**375.20**
1	41	JP Morgan Chase Bank	601 W Main Ave #1,105,300 Chase	Office Ground	6408	$ 961.20	$	**961.20**
2	51	Community Health Association of Spokane (CHAS)	203 N Washington St #300 Liberty Bldg	Exempt	14707	$ -	$	-
2	54	Physicians Insurance Group	421 W Riverside Ave #1269 Paulsen Center	Office Upper	3000	$ 300.00	$	**300.00**
2	37	Washington Trust Bank	717 W Sprague Ave #100 WTFC	Retail Ground	4379	$ 656.85		
2	37	Washington Trust Bank	717 W Sprague Ave #100+ WTFC	Office Ground	3917	$ 548.38		
2	37	Washington Trust Bank	717 W Sprague Ave #100+ WTFC	Office Ground	7128	$ 997.92		
2	37	Washington Trust Bank	717 W Sprague Ave #100+ WTFC	Office Ground	573	$ 80.22		
2	37	Washington Trust Bank	717 W Sprague Ave #100+ WTFC	Office Ground	10440	$ 1,461.60		
2	37	Washington Trust Bank	717 W Sprague Ave #100+ WTFC	Office Ground	8069	$ 1,129.66		
2	37	Washington Trust Bank	717 W Sprague Ave #100+ WTFC	Office Upper	1254	$ 125.40	$	**5,000.03**
3	83	WS Property Management	1325 W 1st Ave #300 Eldridge Bldg	Office Upper	388	$ 110.00	$	**110.00**
2	50	Ridpath Club Apartments	515 W Sprague Ave Ridpath	Apartments	206	$ 900.22	$	**900.22**
1	47	RenCorp Realty	502 W Riverside Ave #103	Office Ground	2413	$ 361.95	$	**361.95**

Downtown Improvement District
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2	48	Home Debut / Tour Factory	505 W Riverside Ave #300 Fernwell Bldg	Office Upper	5046	$ 504.60	
2	48	Home Debut / Tour Factory	505 W Riverside Ave #300 Fernwell Bldg	Office Upper	1364	$ 136.40	$ 641.00
2	43	Winston & Cashatt PS	601 W Riverside Ave #1900 Bank Of America FC	Office Upper	12814	$ 1,281.40	$ 1,281.40
2	53	Witherspoon Kelley	422 W Riverside Ave #1100 USBank Bldg	Office Upper	10967	$ 1,096.70	$ 1,096.70
2	54	Innovia Foundation	421 W Riverside Ave #606 Paulsen Center	Exempt	1815	$ -	$ -
2	54	Innovia Foundation	421 W Riverside Ave #606 Paulsen Center	Exempt	3083	$ -	$ -
3	22	Wonders of the World	621 W Mallon Ave #412 & 414 Flour Mill	Retail Ground	3035	$ 364.20	$ 364.20
1	41	Witherspoon, Brajcich & McPhee	601 W Main Ave #712 Chase	Office Upper	7568	$ 832.48	$ 832.48
2	49	The Observatory Bar	15 S Howard Street Symons Bldg	Retail Ground	3508	$ 526.20	$ 526.20
1	34	State Farm	707 W Main Ave #B8 Crescent Court	Retail Skywalk	857	$ 231.39	$ 231.39
1	39	Wheatland Bank	222 N Wall St Wheatland FC #101 Wheatland FC	Office Ground	2743	$ 411.45	$ 411.45
1	35	Spokane Transit Authority	701 W Riverside Ave #B1 STA Plaza	Retail Skywalk	3785	$ 1,021.95	$ 1,021.95
2	53	Diamond Parking	420 W Riverside Ave	Commercial Parking	33	$ 110.00	$ 110.00
2	53	Diamond Parking	331 W Riverside Ave	Commercial Parking	119	$ 371.28	$ 371.28
2	55	Diamond Parking	428 W Sprague Ave.	Commercial Parking	25	$ 110.00	$ 110.00
2	54	Mootsy's Tavern	406 W Sprague Ave	Retail Ground	1436	$ 215.40	$ 215.40
1	28	Dunn & Black PS	111 N Post St #300 Banner Bank Bldg	Office Upper	7474	$ 822.14	$ 822.14
1	33	Made in Washington	808 W Main Ave #223 RPS	Retail Skywalk	946	$ 255.42	$ 255.42
1	46	Mizuna Restaurant & Wine Bar	214 N Howard St Bennett Block	Retail Ground	4000	$ 1,080.00	$ 1,080.00
3	59	Decorum	126 N Washington St #B Orsi Bldg	Retail Ground	3500	$ 420.00	$ 420.00
1	35	Joe's Mini Market	701 W Riverside Ave #B3 STA Plaza	Retail Ground	772	$ 208.44	$ 208.44
1	47	Edwards Lalone Travel	502 W Riverside Ave #203	Retail Skywalk	950	$ 256.50	$ 256.50
1	46	Carhartt	530 W Main Ave Bennett Block	Retail Ground	3600	$ 972.00	$ 972.00
3	85	The Bike Hub	1403 W 1st Ave	Retail Upper	2600	$ 234.00	$ 234.00
1	35	Subway	701 W Riverside Ave #A1 STA Plaza	Retail Ground	820	$ 221.40	$ 221.40
1	41	Henryk's	601 W Main Ave #207 Chase	Retail Skywalk	755	$ 203.85	$ 203.85
2	45	Wells Fargo Corporate Properties	601 W 1st Ave #100 Wells Fargo FC	Retail Ground	5666	$ 849.90	$ 849.90
3	13	Antique Gallery	620 N Monroe St	Retail Ground	3750	$ 450.00	$ 450.00
3	13	Senator Guitars	618 N Monroe St	Retail Ground	1225	$ 147.00	$ 147.00
1	33	Urban Outfitters	702 W Main Ave 100	Retail Ground	5088	$ 1,373.76	$ 1,373.76
2	29	Bruttles Gourmet Candy	828 W Sprague Ave Michael Bldg	Retail Ground	1362	$ 204.30	$ 204.30
1	46	Smith	530 W Main Ave #202 Bennett Block	Office Upper	1900	$ 209.00	$ 209.00
1	46	Atticus Coffee and Gifts	222 N Howard St 220 Bldg	Retail Ground	2950	$ 796.50	$ 796.50
3	85	Andy's Bar	1401 W 1st Ave Grand Coulee Bldg	Retail Ground	1100	$ 132.00	$ 132.00
3	85	The Bike Hub	1405 W 1st Ave Grand Coulee Bldg	Retail Ground	4077	$ 489.24	$ 489.24
1	47	Pho City	112 N Howard St	Retail Ground	1008	$ 272.16	$ 272.16
2	53	Argia North America / Group Argia	422 W Riverside Ave #324 USBank Bldg	Office Upper	702	$ 110.00	$ 110.00
2	53	Verizon Communications	422 W Riverside Ave #615 USBank Bldg	Office Upper	1234	$ 123.40	$ 123.40
2	53	Tierpoint	422 W Riverside Ave #816 USBank Bldg	Office Upper	429	$ 110.00	$ 110.00
2	53	Neutron LLC	422 W Riverside Ave #1401 USBank Bldg	Office Upper	988	$ 110.00	$ 110.00
2	53	Level 3 Telecommunications	422 W Riverside Ave #1503 USBank Bldg	Office Upper	662	$ 110.00	$ 110.00
2	53	Light Speed Networks	422 W Riverside Ave #328 USBank Bldg	Office Upper	435	$ 110.00	$ 110.00
2	53	Verizon Wireless Corp Office	422 W Riverside Ave #1513 USBank Bldg	Office Upper	564	$ 110.00	$ 110.00
2	54	The Cascade Team Real Estate	421 W Riverside Ave #1555	Office Upper	1561	$ 156.10	$ 156.10
2	54	Postal Unit #101 / Sub Station	421 W Riverside Ave #103 Paulsen Center	Office Ground	653	$ 110.00	$ 110.00
2	54	Teneff Jewelery	421 W Riverside Ave #280 Paulsen Center	Office Skywalk	2635	$ 368.90	$ 368.90
2	54	Peterson Investment Management	421 W Riverside Ave #315 Paulsen Center	Office Upper	1241	$ 124.10	$ 124.10
2	54	HSSA of Spokane County	421 W Riverside Ave #661 Paulsen Center	Office Upper	610	$ 110.00	$ 110.00

Downtown Improvement District
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DOWNTOWN SPOKANE

2	54	Neil Humphries Law Office	421 W Riverside Ave #704 Paulsen Center	Office Upper	1064	$ 110.00	$ 110.00
2	54	Law Office of Jacqueline Porter	421 W Riverside Ave #709 Paulsen Center	Office Upper	746	$ 110.00	$ 110.00
2	54	Kayleen Islam-Zwart & Jonathan W Anderson	421 W Riverside Ave #670 Paulsen Center	Office Upper	637	$ 110.00	$ 110.00
2	54	Patrick Kirby Attorney at Law PS	421 W Riverside Ave #802 Paulsen Center	Office Upper	1057	$ 110.00	$ 110.00
2	54	Chimney Rock Mortgage	421 W Riverside Ave #450 Paulsen Center	Office Upper	2622	$ 262.20	$ 262.20
2	54	Miller and Prothero	421 W Riverside Ave #868 Paulsen Center	Office Upper	1290	$ 129.00	$ 129.00
2	54	Gobel Law Office PLLC	421 W Riverside Ave #908 224 Paulsen Center	Office Upper	1059	$ 110.00	$ 110.00
2	54	Stevens Clay PS	421 W Riverside Ave #1575 469A Paulsen Center	Office Upper	166	$ 16.60	
2	54	Stevens Clay PS	421 W Riverside Ave #1575 469A Paulsen Center	Office Upper	3104	$ 310.40	$ 327.00
2	54	Finer & Winn, Attorneys at Law	421 W Riverside Ave #1081 Paulsen Center	Office Upper	725	$ 110.00	$ 110.00
2	54	Normandeau CPA	421 W Riverside Ave #460 Paulsen Center	Office Upper	497	$ 110.00	$ 110.00
2	54	System Six Bookkeeping	421 W Riverside Ave #512 Paulsen Center	Office Upper	658	$ 110.00	$ 110.00
2	54	Laboratory 424	421 W Riverside Ave #516 Paulsen Center	Office Upper	964	$ 110.00	$ 110.00
2	54	Cynthia Schwartz PS	421 W Riverside Ave #720 Paulsen Center	Office Upper	1246	$ 124.60	$ 124.60
2	54	Cascades Job Corps	421 W Riverside Ave #763 Paulsen Center	Office Upper	867	$ 110.00	$ 110.00
2	54	Casey Law Office PS	421 W Riverside Ave #308 Paulsen Center	Office Upper	1035	$ 110.00	$ 110.00
2	54	Keyes Legal PLLC	421 W Riverside Ave #515 Paulsen Center	Office Upper	1300	$ 130.00	$ 130.00
2	54	Sharp Real Estate	421 W Riverside Ave #1002 & 1009 Paulsen Center	Office Upper	390	$ 110.00	$ 110.00
2	54	Rey-Bear McLaughlin LLP	421 W Riverside Ave #1004	Office Upper	638	$ 110.00	$ 110.00
2	54	Vorpahl Wing Securities	421 W Riverside Ave #1020 Paulsen Center	Office Upper	4373	$ 437.30	$ 437.30
2	49	Desert Streams Counseling	7 S Howard St #216 Symons Bldg	Office Upper	359	$ 110.00	$ 110.00
2	49	Family Services Spokane	7 S Howard St #300 Symons Bldg	Exempt	7565	$ -	$ -
2	54	RR Donnelley	421 W Riverside Ave #602 Paulsen Center	Office Upper	639	$ 110.00	$ 110.00
2	49	Kindnss	522 W 1st Ave Symons Bldg	Office Upper	1385	$ 138.50	$ 138.50
3	22	Comcast Spotlight	621 W Mallon Ave #205 Flour Mill	Office Upper	5743	$ 516.87	$ 516.87
3	22	Steven Schneider PS	621 W Mallon Ave #505 Flour Mill	Office Upper	504	$ 110.00	$ 110.00
3	22	Stantec	621 W Mallon Ave #309 Flour Mill	Office Ground	8154	$ 896.94	$ 896.94
1	41	RBC Capital Markets Corporation	601 W Main Ave #1215 Chase	Office Upper	3296	$ 362.56	$ 362.56
2	53	James Spurgetis	422 W Riverside Ave #620 USBank Bldg	Office Upper	3425	$ 342.50	$ 342.50
2	53	Richter Wimberley PS	422 W Riverside Ave #1300 USBank Bldg	Office Upper	4204	$ 420.40	$ 420.40
2	53	Schoedel & Schoedel CPA's PLLC	422 W Riverside Ave #1420 USBank Bldg	Office Upper	4752	$ 475.20	$ 475.20
2	43	Clearwater Paper Corp	601 W Riverside Ave #1100-B36 Bank Of America FC	Office Upper	15856	$ 1,585.60	$ 1,585.60
1	47	Kutak Rock LLP	510 W Riverside Ave #800 Sherwood Bldg	Office Upper	4536	$ 498.96	$ 498.96
2	17	Next Door Espresso	903 W Riverside Ave #102 Great Western Bldg	Retail Ground	978	$ 146.70	$ 146.70
2	17	Horizon Housing Alliance	905 W Riverside Ave #202	Office Upper	483	$ 110.00	$ 110.00
2	17	Communities in Schools	905 W Riverside Ave #301 Great Western Bldg	Exempt	595	$ -	$ -
2	17	PayNorthwest LLC	905 W Riverside Ave #401 Great Western Bldg	Office Upper	590	$ 110.00	$ 110.00
2	17	Dependable Facility Services	905 W Riverside Ave #416 Great Western Bldg	Office Upper	892	$ 110.00	$ 110.00
2	17	Best Law, PLLC	905 W Riverside Ave #409 Great Western Bldg	Office Upper	1592	$ 159.20	$ 159.20
2	17	Montgomery, Anderson & Price	905 W Riverside Ave #501-503 Great Western Bldg	Office Upper	1291	$ 129.10	$ 129.10
2	17	OAC Services	905 W Riverside Ave #510 Great Western Bldg	Office Upper	2606	$ 260.60	$ 260.60
2	17	Design West Architects	905 W Riverside Ave #605	Office Upper	635	$ 110.00	$ 110.00
1	28	Robert E Kovacevick PLLC	818 W Riverside Ave #525 Lincoln Plaza	Office Upper	1074	$ 118.14	$ 118.14
1	28	Stephen Dashiel PS	818 W Riverside Ave #560 Lincoln Plaza	Office Upper	384	$ 110.00	$ 110.00
1	28	Clifford Enterprises	818 W Riverside Ave #680 Lincoln Plaza	Office Upper	1160	$ 127.60	$ 127.60
3	24	HomeStreet Bank	201 W North River Dr #600 RLH Bldg	Office Upper	14625	$ 1,316.25	$ 1,316.25
3	24	Corvel Healthcare Corp	201 W North River Dr #375 RLH Bldg	Office Upper	923	$ 110.00	$ 110.00
3	24	Parkside Physical Therapy	201 W North River Dr #510 RLH Bldg	Office Upper	2146	$ 193.14	$ 193.14

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2	50	The Wave Island Sports Grill & Sushi Bar	523 W 1st Ave	Retail Ground	4872	$ 730.80	$	**730.80**
2	17	Tamarack Public House	912 W Sprague Ave	Office Ground	3800	$ 532.00	$	**532.00**
2	9	The Woodshop LLC	122 S Monroe St #C	Office Ground	1835	$ 256.90	$	**256.90**
2	48	Columbia State Bank	505 W Riverside Ave #450 Fernwell Bldg	Exempt	4144	$ -	$	-
2	52	Inland Northwest Group LLC	120 N Stevens St #3rd Fl	Office Upper	2025	$ 202.50	$	**202.50**
2	54	Ahrend Albrecht, PLLC	421 W Riverside Ave #614 Paulsen Center	Retail Upper	1312	$ 131.20	$	**131.20**
2	48	Rainier Patents PS	505 W Riverside Ave #440 Fernwell Bldg	Office Upper	1366	$ 136.60	$	**136.60**
2	43	DA Davidson	601 W Riverside Ave #800 Bank Of America FC	Office Upper	11834	$ 1,183.40	$	**1,183.40**
2	51	Uncle's Inc.	404 W Main Ave Liberty Bldg	Retail Ground	1802	$ 270.30	$	**270.30**
2	51	Sante Restaurant & Charcuterie	404 W Main Ave #104 Liberty Bldg	Retail Ground	2762	$ 414.30	$	**414.30**
2	51	Liberty Building Office	203 N Washington St #202 Fl Liberty Bldg	Office Upper	485	$ 110.00	$	**110.00**
2	51	Pottery Place Plus	203 N Washington St Liberty Bldg First Floor	Retail Ground	1490	$ 223.50	$	**223.50**
1	41	Jimmy John's Gourmet Sandwiches	601 W Main Ave #102 Chase	Retail Ground	1550	$ 418.50	$	**418.50**
1	32	Brian P Knopf PC	221 N Wall St #224 Old City Hall	Office Skywalk	1804	$ 270.60	$	**270.60**
1	32	Francis Myers	221 N Wall St #611 Old City Hall	Office Upper	287	$ 110.00	$	**110.00**
2	54	Cozza Optical	421 W Riverside Ave #102 Paulsen Center	Retail Ground	1331	$ 199.65	$	**199.65**
2	54	Daily Grind Downtown (Office)	421 W Riverside Ave #260 Paulsen Center	Office Upper	423	$ 110.00	$	**110.00**
2	54	Gilbert Law Firm PS	421 W Riverside Ave #353 Paulsen Center	Office Upper	1892	$ 189.20	$	**189.20**
2	54	Eclipse Engineering	421 W Riverside Ave #421 Paulsen Center	Office Upper	2797	$ 279.70	$	**279.70**
2	54	Elizabeth Ziegler, PhD	421 W Riverside Ave #760 Paulsen Center	Office Upper	1127	$ 112.70	$	**112.70**
2	54	Evergreen Business Capital	421 W Riverside Ave #866 Paulsen Center	Office Upper	762	$ 110.00	$	**110.00**
2	54	ReachBio Research Labs	421 W Riverside Ave #1005 Paulsen Center	Office Upper	688	$ 110.00	$	**110.00**
1	47	Numerica Credit Union	502 W Riverside Ave #100	Office Ground	3028	$ 454.20	$	**454.20**
1	33	Apple Inc	710 W Main Ave #123 RPS	Retail Ground	7059	$ 1,905.93	$	**1,905.93**
1	34	Umpqua Bank	707 W Main Ave #502 Crescent Court	Office Upper	2687	$ 295.57	$	**295.57**
2	38	Northwest Vital Records Center Inc	124 S Wall St	Office Upper	13000	$ 1,300.00	$	**1,300.00**
3	64	Medical Consultants Network	9 S Washington St #315 Hutton Bldg	Office Upper	2800	$ 252.00	$	**252.00**
1	46	Boo Radley's	232 N Howard St	Retail Ground	1673	$ 451.71	$	**451.71**
1	46	Steelhead Bar & Grille	218 N Howard St 220 Bldg	Retail Ground	2800	$ 756.00	$	**756.00**
2	54	Penthouse at the Paulsen	421 W Riverside Ave #1700 Paulsen Center	Office Upper	2320	$ 232.00	$	**232.00**
2	48	Pistole Lifestyle & Skate	523 W Sprague Ave Symons Bldg	Retail Ground	1090	$ 163.50	$	**163.50**
2	17	Chronicle Building Apartments	926 W Sprague Ave	Apartments	40	$ 174.80	$	**174.80**
3	83	Parks Medical Corporation	1325 W 1st Ave #306 Eldridge Bldg	Office Upper	2494	$ 224.46	$	**224.46**
3	22	Mayken	621 W Mallon Ave #507 Flour Mill	Office Upper	1366	$ 122.94	$	**122.94**
1	46	Salon Nouveau	224 N Howard St	Retail Ground	2200	$ 594.00	$	**594.00**
3	83	Masonry Industry Promotion Group	1325 W 1st Ave #310 Eldridge Bldg	Office Upper	631	$ 110.00	$	**110.00**
3	83	Women Helping Women Fund	1325 W 1st Ave #318 Eldridge Bldg	Exempt	330	$ -	$	-
3	24	Red Lion Hotels Corporation	201 W North River Dr #130 RLH Bldg	Office Ground	2876	$ 316.36	$	**316.36**
3	24	180 Chiropractic Wellness LLC	201 W North River Dr #170 RLH Bldg	Retail Ground	949	$ 113.88	$	**113.88**
2	17	Dr Scott Mabee	905 W Riverside Ave #610 Great Western Bldg	Office Upper	1353	$ 135.30	$	**135.30**
3	12	Gregory S Morrison Attorney	921 W Broadway Ave #302 Broadway Bldg	Office Upper	350	$ 110.00	$	**110.00**
3	12	Thomas R McGarry	921 W Broadway Ave #205B Broadway Bldg	Office Upper	350	$ 110.00	$	**110.00**
3	12	Law Offices of Christian J Phelps	921 W Broadway Ave #201 Broadway Bldg	Office Upper	498	$ 110.00	$	**110.00**
3	62	Gamers Arcade Bar	321 W Sprague Ave	Office Ground	1094	$ 120.34	$	**120.34**
3	12	Mark R Iverson PS	921 W Broadway Ave #305 Broadway Bldg	Office Upper	1150	$ 110.00	$	**110.00**
3	24	USA - Army Recruiting Office	111 W North River Dr #202 River's Edge Bldg	Exempt	1748	$ -	$	-
1	41	Brian Gosline	601 W Main Ave #813 Chase	Office Upper	804	$ 110.00	$	**110.00**
1	41	RiskLens	601 W Main Ave #917 Chase	Office Upper	3494	$ 384.34	$	**384.34**

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2	43	Accountemps and Officeteam	601 W Riverside Ave #960 Bank Of America FC	Office Upper	2336	$ 233.60	$ 233.60
2	36	Career Path Services	10 N Post St #200 Peyton Bldg	Exempt	6301	$ -	$ -
2	36	Fusion Business Finance, Inc	10 N Post St #214 Peyton Bldg	Office Upper	750	$ 110.00	$ 110.00
2	36	Joseph L. Schmitz	422 W Riverside Ave #422 USBank Bldg	Office Upper	178	$ 110.00	$ 110.00
2	36	Coffman Engineers	10 N Post St #500 Peyton Bldg	Office Upper	14296	$ 1,429.60	$ 1,429.60
2	36	Congresswoman Cathy McMorris	10 N Post St #625 Peyton Bldg	Exempt	2200	$ -	$ -
2	36	National Alliance on Mental Illness (NAMI Spokane)	10 N Post St #638 Peyton Bldg	Exempt	337	$ -	$ -
2	36	R E J Designs	10 N Post St #646 Peyton Bldg	Office Upper	180	$ 110.00	$ 110.00
3	64	STCU Hutton Branch	9 S Washington St #101 Hutton Bldg	Retail Ground	2300	$ 276.00	$ 276.00
1	26	Mobius Children's Museum	808 W Main Ave #LL RPS	Exempt	16400	$ -	$ -
1	47	Davis' Watch-Clock-Jewelry Repair	511 W Main Ave #203 Parkade Plaza	Retail Skywalk	545	$ 147.15	$ 147.15
2	9	Hallett's Chocolates	1025 W 1st Ave	Retail Ground	710	$ 110.00	$ 110.00
3	61	David J. Groesbeck P.S.	313 W Riverside Ave Morgan	Office Ground	1700	$ 187.00	$ 187.00
2	51	Sushi.com	430 W Main Ave	Retail Ground	4700	$ 705.00	$ 705.00
1	34	Travelers Property Casualty	707 W Main Ave #300 Crescent Court	Office Upper	40000	$ 4,400.00	$ 4,400.00
3	24	Red Lion Hotels Corporation	201 W North River Dr #100 RLH Bldg	Office Ground	9308	$ 1,023.88	$ 1,023.88
3	81	Bonded Adjustment Co.	1229 W 1st Ave	Retail Ground	4306	$ 516.72	$ 516.72
2	54	Markam Group Inc PS	421 W Riverside Ave #1060 Paulsen Center	Office Upper	2791	$ 279.10	$ 279.10
2	37	Morgan Stanley Smith Barney	717 W Sprague Ave #500 WTFC	Office Upper	11048	$ 1,104.80	$ 1,104.80
3	25	Doubletree by Hilton Hotel	322 N Spokane Falls Ct	Hotels & Motels	367	$ 9,175.00	$ 9,175.00
2	56	Thai On First	411 W 1st Ave	Retail Ground	2250	$ 337.50	$ 337.50
2	53	Hutton Settlement	422 W Riverside Ave. #931 USBank Bldg	Exempt	877	$ -	$ -
2	53	Yoder, Medina, Campbell	422 W Riverside Ave #500 USBank Bldg	Office Upper	1270	$ 127.00	$ 127.00
1	41	Digatron LLC	120 N Wall St #300 The One Twenty	Office Upper	3400	$ 374.00	$ 374.00
3	12	On Broadway Salon & Spa	915 W Broadway Ave WA 99201	Retail Ground	3000	$ 360.00	$ 360.00
3	13	Alexander York - The Salon & Barbershop	628 N Monroe St Holmes Bldg	Retail Ground	1000	$ 120.00	$ 120.00
2	19	Litho Art Printers, Inc.	118 S Lincoln St	Manufacturing	7000	$ 700.00	$ 700.00
2	52	Visionary Communications Inc	118 N Stevens St 118 Building	Office Ground	647	$ 90.58	
2	52	Visionary Communications Inc	118 N Stevens St 118 Building	Office Upper	4027	$ 402.70	
2	52	Visionary Communications Inc	118 N Stevens St 118 Building	Office Basement	2007	$ 200.70	$ 693.98
2	54	Bliss Hair Salon	421 W Riverside Ave #106 Paulsen Center	Retail Ground	1139	$ 170.85	$ 170.85
2	36	Landau Associates Inc	10 N Post St #218 Peyton Bldg	Office Upper	1519	$ 151.90	$ 151.90
1	34	Ridler Piano Bar	718 W Riverside Ave 718 Bldg	Retail Ground	3152	$ 851.04	$ 851.04
1	34	Bruchi's	707 W Main Ave #A1 Crescent Court	Retail Ground	1803	$ 486.81	$ 486.81
2	54	Tony Roslund Photography + Motion	421 W Riverside Ave #105 Paulsen Center	Retail Ground	1600	$ 240.00	$ 240.00
1	34	Starbuck's Coffee	721 W Main Ave Crescent Court	Retail Ground	1680	$ 453.60	$ 453.60
1	32	Runner's Soul	221 N Wall St #127 Old City Hall	Retail Ground	2704	$ 730.08	$ 730.08
2	36	Washington Trust Bank	10 N Post St #325 Peyton Bldg	Office Upper	3882	$ 388.20	$ 388.20
3	12	North by Northwest Productions	903 W Broadway Ave	Office Ground	3000	$ 330.00	$ 330.00
3	22	Spokane Federal Credit Union	601 W Mallon Ave	Office Ground	12828	$ 1,411.08	$ 1,411.08
2	53	Wiley's Downtown Bistro	115 N Washington St #1st Fl Jockey Club Bldg	Retail Ground	1933	$ 289.95	$ 289.95
1	26	Chico's	808 W Main Ave #101 RPS	Retail Ground	3729	$ 1,006.83	$ 1,006.83
1	26	Ben Bridge Jeweler	808 W Main Ave #103 RPS	Retail Ground	1475	$ 398.25	$ 398.25
1	26	Tomato Street	808 W Main Ave #106 RPS	Retail Ground	7088	$ 1,913.76	$ 1,913.76
1	26	Tortilla Union	822 W Main Ave #109 RPS	Retail Ground	4091	$ 1,104.57	$ 1,104.57
1	26	Williams-Sonoma	818 W Main Ave #110 RPS	Retail Ground	4699	$ 1,268.73	$ 1,268.73
1	26	Rocky Mountain Chocolate Factory	808 W Main Ave #147 RPS	Retail Skywalk	345	$ 110.00	$ 110.00
1	26	Bath & Body Works	808 W Main Ave #203 RPS	Retail Skywalk	2400	$ 648.00	$ 648.00

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1	26	GAP/Gap Kids	808 W Main Ave #231 RPS	Retail Skywalk	8790	$ 2,373.30	$	**2,373.30**
1	26	AMC Theatres Riverpark Square 20	808 W Main Ave #334 RPS	Theaters	1586	$ 4,948.32	$	**4,948.32**
1	26	Anderson & Co.	814 W Main Ave #111 RPS	Retail Ground	3835	$ 1,035.45	$	**1,035.45**
2	17	Inland Mortgage	910 W Sprague Ave	Office Ground	4000	$ 560.00	$	**560.00**
2	17	Griffiths, Dreher & Evans PS CPAs	906 W Sprague Ave	Office Ground	4000	$ 560.00	$	**560.00**
2	7	Chronicle Production Facility	1 N Monroe St	Manufacturing	176905	$ 17,690.50	$	**17,690.50**
1	34	Red Robin Gourmet Burgers and Brews	725 W Main Ave Crescent Court	Retail Ground	8632	$ 2,330.64	$	**2,330.64**
1	34	Umpqua Bank	707 W Main Ave #500 Crescent Court	Office Upper	12738	$ 1,401.18	$	**1,401.18**
1	34	Umpqua Bank	707 W Main Ave #600 Crescent Court	Office Upper	24140	$ 2,655.40	$	**2,655.40**
2	54	Steve Cote & Scot Pyle	421 W Riverside Ave #904 Paulsen Center	Office Upper	704	$ 110.00	$	**110.00**
2	53	Zayo Bandwidth NW	422 W Riverside Ave #317 USBank Bldg	Office Upper	396	$ 110.00	$	**110.00**
2	53	Cutting Edge Communications	422 W Riverside Ave #516 USBank Bldg	Office Upper	1380	$ 138.00	$	**138.00**
1	41	John K. Weigand P.S.	601 W Main Ave #812 Chase	Office Upper	1120	$ 123.20	$	**123.20**
1	41	James J. Workland	601 W Main Ave #814 Chase	Office Upper	1059	$ 116.49	$	**116.49**
1	28	Lincoln Parking Garage	818 W Riverside Ave #300 Lincoln Plaza	Commercial Parking	260	$ 975.00	$	**975.00**
2	9	Brooklyn Deli & Lounge	1001 W 1st Ave Montvale Block	Retail Ground	3900	$ 585.00	$	**585.00**
1	26	Sephora	808 W Main Ave #233 RPS	Retail Skywalk	3788	$ 1,022.76	$	**1,022.76**
1	26	Sushi Maru	808 W Main Ave #105 RPS	Retail Ground	5600	$ 1,512.00	$	**1,512.00**
1	26	Go Wireless	808 W Main Ave #212 RPS	Retail Skywalk	1891	$ 510.57	$	**510.57**
1	33	Banana Republic	722 W Main Ave #115 RPS	Retail Ground	6519	$ 1,760.13	$	**1,760.13**
1	26	Twigs Bistro & Martini Bar	808 W Main Ave #322 RPS	Retail Skywalk	6563	$ 1,772.01	$	**1,772.01**
1	33	Pottery Barn	718 W Main Ave #119 RPS	Retail Ground	9625	$ 2,598.75	$	**2,598.75**
1	33	The North Face	714 W Main Ave #121 RPS	Retail Ground	7381	$ 1,992.87	$	**1,992.87**
3	58	Central Parking	220 W Main Ave	Commercial Parking	52	$ 130.00	$	**130.00**
3	68	Luigi's Restaurant	225 W Main Ave	Commercial Parking	70	$ 175.00	$	**175.00**
3	68	Diamond Parking	247 W Main Main & Bernard	Commercial Parking	48	$ 120.00	$	**120.00**
2	51	Ampco Parking	400 W Main Ave	Commercial Parking	60	$ 187.20	$	**187.20**
2	55	Diamond Parking	Sprague & Washington	Commercial Parking	121	$ 377.52	$	**377.52**
3	64	STCU Parking	333 W Sprague Ave	Commercial Parking	100	$ 250.00	$	**250.00**
2	17	Berserk Bar	125 S Stevens Street	Retail Ground	2400	$ 360.00	$	**360.00**
2	19	Barnett Properties	923 W 1st Ave	Commercial Parking	50	$ 156.00	$	**156.00**
3	66	Chili's Bar & Grill	207 W Spokane Falls Blvd	Retail Ground	5417	$ 650.04		
3	66	Chili's Bar & Grill	207 W Spokane Falls Blvd	Commercial Parking	50	$ 125.00	$	**775.04**
2	48	HartCrowser	505 W Riverside Ave #205 Fernwell Bldg	Office Upper	1449	$ 144.90	$	**144.90**
3	85	Rogue Salon	108 S Cedar St Grand Coulee Bldg	Retail Ground	523	$ 110.00	$	**110.00**
2	51	Community Health Association of Spokane (CHAS)	203 N Washington St #202 Liberty Bldg	Exempt	1320	$ -	$	-
3	68	Luigi's Italian Restaurant and Deli	245 W Main Ave	Retail Ground	5700	$ 684.00	$	**684.00**
2	43	Konica Minolta Business Solutions USA	601 W Riverside Ave #431 Bank Of America FC	Office Upper	1938	$ 193.80	$	**193.80**
2	53	Century Link	422 W Riverside Ave #1510 USBank Bldg	Office Upper	215	$ 110.00	$	**110.00**
2	53	Zayo Bandwidth NW	422 W Riverside Ave #325 USBank Bldg	Office Upper	1565	$ 156.50	$	**156.50**
2	53	Zayo Bandwidth NW	422 W Riverside Ave #326 USBank Bldg	Office Upper	781	$ 110.00	$	**110.00**
2	53	MCI Worldcom	422 W Riverside Ave #1415 USBank Bldg	Office Upper	1334	$ 133.40	$	**133.40**
3	66	FedEx Office Print & Ship Center	259 W Spokane Falls Blvd Fruci	Retail Ground	4953	$ 594.36	$	**594.36**
2	17	Greg Thomas Consulting	905 W Riverside Ave #407 Great Western Bldg	Office Upper	434	$ 110.00	$	**110.00**
2	36	Craft3	10 N Post St #220 Peyton Bldg	Office Upper	1500	$ 150.00	$	**150.00**
2	36	Michael J Delay PS	10 N Post St #301 Peyton Bldg	Office Upper	811	$ 110.00	$	**110.00**
2	36	Standard Insurance Co	10 N Post St #309 Peyton Bldg	Office Upper	1590	$ 159.00	$	**159.00**
2	36	State of Washington	10 N Post St #446 Peyton Bldg	Exempt	185	$ -	$	-

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1	47	Indaba Coffee Roasters	518 W Riverside Ave	Office Ground	11300	$ 1,695.00	$ 1,695.00
2	29	Mystery Lofts	820 W Sprague Ave Mystery Bldg	Apartments	4	$ 110.00	$ 110.00
1	41	Jigsaw	601 W Main Ave #103 Chase	Retail Ground	2401	$ 648.27	$ 648.27
3	69	The Riff	215 W Main Ave	Retail Ground	300	$ 110.00	$ 110.00
1	34	Travelers Property Casualty	707 W Main Ave #700 Crescent Court	Office Upper	20424	$ 2,246.64	$ 2,246.64
1	26	Fan Suite	808 W Main Ave #301 RPS	Retail Upper	1060	$ 116.60	$ 116.60
1	26	Panda Express	808 W Main Ave #FC-4 RPS	Retail Upper	798	$ 110.00	$ 110.00
1	26	Aveda Environmental Lifestyle Store	808 W Main Ave #211 RPS	Retail Skywalk	1000	$ 270.00	$ 270.00
1	26	Red Foxx Sports	808 W Main Ave #108 RPS	Retail Ground	2470	$ 666.90	$ 666.90
2	9	Whistle Punk	122 S Monroe St #A Railside Center	Retail Ground	2278	$ 341.70	$ 341.70
3	81	J. Mikalson Antiques & Decorative Arts	1219 W 1st Ave	Office Ground	1000	$ 110.00	$ 110.00
2	43	Clearwater Paper Corp	601 W Riverside Ave #1100 Bank Of America FC	Office Upper	15856	$ 1,585.60	$ 1,585.60
1	28	Moloney & O'Neill	818 W Riverside Ave #800 Lincoln Plaza	Office Upper	11064	$ 1,217.04	$ 1,217.04
1	26	White House Black Market	808 W Main Ave #104 RPS	Retail Ground	3200	$ 864.00	$ 864.00
1	41	Thomas Hammer Coffee	601 W Main Ave #101 Chase	Retail Ground	1333	$ 359.91	$ 359.91
2	29	Helix Tasting Room	824 W Sprague Ave Michael Bldg	Retail Ground	800	$ 120.00	$ 120.00
3	69	Roloff Digital Forensics LLC	225 W Main Ave #100 Edwards Bldg	Office Ground	3000	$ 330.00	$ 330.00
3	69	Hawkins Edwards	225 W Main Ave #200 Edwards Bldg	Office Upper	6000	$ 540.00	$ 540.00
3	69	McNeice Wheeler, Attorneys	221 W Main Ave #100	Retail Ground	3000	$ 360.00	$ 360.00
3	69	Financial Management Inc	221 W Main Ave #200 Edwards Bldg	Office Upper	3000	$ 270.00	$ 270.00
2	49	Downtown Groceries	525 W Sprague Ave Symons Bldg	Retail Ground	3130	$ 469.50	$ 469.50
3	80	KHQ Inc	1201 W Sprague Ave	Office Ground	34245	$ 3,766.95	
3	80	KHQ Inc	1201 W Sprague Ave	Office Upper	21329	$ 1,919.61	
3	80	KHQ Inc	1201 W Sprague Ave	Commercial Parking	78	$ 195.00	$ 5,881.56
3	76	Cowles Publishing Parking Garage	1102 W Sprague Ave	Commercial Parking	210	$ 525.00	$ 525.00
3	24	Oxford Suites Downtown	115 W North River Dr	Hotels & Motels	125	$ 3,125.00	$ 3,125.00
3	67	Seven2 and 14Four	244 W Main Ave	Office Ground	9000	$ 990.00	
3	67	Seven2 and 14Four	244 W Main Ave	Office Upper	9000	$ 810.00	$ 1,800.00
2	55	Galactic Dungeon Studios LLC	7 S Stevens St	Retail Ground	1645	$ 246.75	$ 246.75
2	30	The Jewel Box Salon	827 W 1st Ave #101 Courtyard Office Center	Retail Ground	1200	$ 180.00	$ 180.00
2	31	Davenport Historic Hotel	10 S Post St Davenport Hotel	Hotels & Motels	284	$ 7,100.00	$ 7,100.00
2	55	Gemelli's	418 W 1st Ave	Retail Ground	1401	$ 210.15	
2	55	Gemelli's	418 W 1st Ave	Office Upper	1401	$ 140.10	$ 350.25
2	9	Gilded Unicorn	110 S Monroe St Montvale Block	Retail Ground	2100	$ 315.00	$ 315.00
2	31	LPL Financial	111 S Post St #2295 Davenport Tower	Office Upper	560	$ 110.00	$ 110.00
1	26	Leland's	808 W Main Ave #243 RPS	Retail Upper	680	$ 110.00	$ 110.00
3	24	Red Lion Hotels Corporation	201 W North River Dr #332 RLH Bldg	Office Upper	520	$ 110.00	$ 110.00
3	83	Fringe & Fray	1325 W 1st Ave #102 Eldridge Bldg	Retail Ground	1800	$ 216.00	$ 216.00
2	30	Memories By Design	827 W 1st Ave #301 Courtyard Office Center	Office Upper	1950	$ 195.00	$ 195.00
2	30	Worldwide Express	827 W 1st Ave #308 Courtyard Office Center	Office Upper	783	$ 110.00	$ 110.00
2	30	Big Show Mobile	827 W 1st Ave #309 Courtyard Office Center	Office Upper	250	$ 110.00	$ 110.00
2	30	Pacific NW Health	827 W 1st Ave #317 Courtyard Office Center	Office Upper	250	$ 110.00	$ 110.00
1	26	Connect Wireless	808 W Main Ave #307 RPS	Retail Upper	1827	$ 200.97	$ 200.97
2	54	Law Office of Robert Crick LLC	421 W Riverside Ave #1560 Paulsen Center	Office Upper	466	$ 110.00	$ 110.00
2	17	Svennungsen Law Office	905 W Riverside Ave #504 Great Western Bldg	Office Upper	445	$ 110.00	$ 110.00
2	17	ACE Wholesale	905 W Riverside Ave #203 Great Western Bldg	Office Upper	195	$ 110.00	$ 110.00
3	24	Stearns Lending	111 W North River Dr #205 River's Edge Bldg	Office Upper	2272	$ 204.48	$ 204.48
2	36	Shop Around the Corner	10 N Post St #102 Peyton Bldg	Retail Ground	1353	$ 202.95	$ 202.95

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2	31	Davenport Spa-Salon	10 S Post St Davenport Hotel	Exempt	5000	$ -	$	-
1	35	Pizza Rita	701 W Riverside Ave #B4 STA Plaza	Retail Skywalk	907	$ 244.89	$	244.89
2	54	Specialty Training	421 W Riverside Ave #252 Paulsen Center	Office Upper	4578	$ 457.80	$	457.80
2	54	Fairway Independent Mortgage	421 W Riverside Ave #319 Paulsen Center	Office Upper	2300	$ 230.00	$	230.00
2	54	The Decal Factory	421 W Riverside Ave #400 Paulsen Center	Office Upper	1861	$ 186.10	$	186.10
2	36	Cougar Crest Estate Winery	8 N Post St #6 Peyton Bldg	Retail Ground	1260	$ 189.00	$	189.00
1	34	TD Ameritrade	707 W Main Ave #A3 Crescent Court	Office Ground	1654	$ 248.10	$	248.10
3	22	Cashmere	621 W Mallon Ave #303 Flour Mill	Retail Upper	816	$ 110.00	$	110.00
3	22	Chateau Rive	621 W Mallon Ave #100 Flour Mill	Retail Ground	5215	$ 625.80	$	625.80
2	54	Owen Vanderbrug	421 W Riverside Ave #416B Paulsen Center	Office Upper	351	$ 110.00	$	110.00
2	54	Bohrnsen SSL&A PLLC	421 W Riverside Ave #503 Paulsen Center	Office Upper	872	$ 110.00	$	110.00
2	54	Law Office of Jacqueline Porter	421 W Riverside Ave #709 Paulsen Center	Office Upper	398	$ 110.00	$	110.00
1	26	Taco Del Mar	808 W Main Ave #FC-8 RPS	Retail Upper	802	$ 110.00	$	110.00
3	3	T's Lounge	703 N Monroe St #A Dresden Bldg	Office Ground	1000	$ 110.00	$	110.00
1	28	Banner Bank	802 W Riverside Ave #100 Banner Bank Bldg	Office Ground	12724	$ 1,908.60	$	1,908.60
1	26	Subway	808 W Main Ave #FC-2 RPS	Retail Upper	636	$ 110.00	$	110.00
1	26	J Jill	808 W Main Ave #107 RPS	Retail Ground	3000	$ 810.00	$	810.00
1	47	Advanced Aesthetics	522 W Riverside Ave #202 Fidelity Bldg	Retail Upper	2045	$ 224.95	$	224.95
1	41	Lincoln Barber Shop	601 W Main Ave #209 Chase	Retail Skywalk	663	$ 179.01	$	179.01
2	53	PUD Dist #1 of Pend Oreille County	422 W Riverside Ave #1511 USBank Bldg	Office Upper	150	$ 110.00	$	110.00
2	30	New American Mortgage	827 W 1st Ave #225 Courtyard Office Center	Office Upper	1563	$ 156.30	$	156.30
2	30	Every Woman Can	827 W 1st Ave #320 Courtyard Office Center	Exempt	500	$ -	$	-
2	30	The BIG TABLE	827 W 1st Ave #425 Courtyard Office Center	Exempt	1640	$ -	$	-
3	83	Belsby Engineering LLC	1325 W 1st Ave #204 Eldridge Bldg	Office Upper	2783	$ 250.47	$	250.47
3	83	DMC Properties	1325 W 1st Ave #210 Eldridge Bldg	Office Upper	894	$ 110.00	$	110.00
2	31	Va Piano Winery	10 S Post St Davenport Hotel	Retail Ground	250	$ 110.00	$	110.00
3	24	Sayre & Sayre	201 W North River Dr #460 RLH Bldg	Office Upper	2989	$ 269.01	$	269.01
3	24	Farmers Insurance Exchange	201 W North River Dr #450 RLH Bldg	Office Upper	3286	$ 295.74	$	295.74
1	26	Oil & Vinegar	808 W Main Ave #201 RPS	Retail Upper	1193	$ 131.23	$	131.23
2	9	Satori Dance	122 S Monroe St #103 Railside Center	Retail Ground	1400	$ 210.00	$	210.00
1	29	Wholesale Floors, LLC	722 W Riverside Ave Global Credit Union	Office Ground	3000	$ 450.00	$	450.00
1	29	Bistango Martini Lounge	108 N Post St	Retail Ground	1000	$ 270.00	$	270.00
3	72	Imortel Spa and Agility Massage	227 W Riverside Ave #A Havermale Park	Retail Ground	1200	$ 144.00	$	144.00
2	9	Montvale Hotel	1005 W 1st Ave Montvale Block	Hotels & Motels	36	$ 900.00	$	900.00
1	26	Ben & Jerry's Scoop Shop	808 W Main Ave #FC-10 RPS	Retail Upper	326	$ 110.00	$	110.00
3	79	Trackside Studio Ceramic Art Gallery	115 S Adams St Adams Street Lofts	Retail Ground	800	$ 110.00	$	110.00
3	79	Julie Elaine	115 S Adams St #4 Adams Street Lofts	Retail Ground	750	$ 110.00	$	110.00
3	64	Sweet Frostings	9 S Washington St #111/115 Hutton Bldg	Retail Ground	3674	$ 440.88	$	440.88
3	61	Paige Numata PhD	108 N Washington St #421 - 422 Legion Bldg	Office Upper	537	$ 110.00	$	110.00
1	32	STCU Downtown Branch	207 N Wall St #101 Saad Bldg	Office Upper	1650	$ 181.50		
1	32	STCU Downtown Branch	207 N Wall St #101 Saad Bldg	Retail Skywalk	750	$ 202.50	$	384.00
3	71	Garageland	230 W Riverside Ave	Retail Ground	3234	$ 388.08	$	388.08
3	72	The House of Pop	227 W Riverside Ave #C Havermale Park	Retail Ground	800	$ 110.00	$	110.00
2	18	The District Bar	916 W 1st Ave Western Center	Retail Ground	5775	$ 866.25	$	866.25
3	60	Sherwood Apartments	123 N Bernard St	Apartments	33	$ 123.75	$	123.75
1	26	Pendleton	808 W Main Ave #218	Retail Skywalk	3150	$ 850.50	$	850.50
3	21	Anthony's Homeport at Spokane Falls	510 N Lincoln St	Retail Ground	8632	$ 1,035.84		
3	21	Anthony's Homeport at Spokane Falls	510 N Lincoln St	Retail Upper	2038	$ 183.42	$	1,219.26

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2	53	Coffee Cup Café	422 W Riverside Ave #102 USBank Bldg	Retail Skywalk	294	$ 110.00	$	**110.00**
2	30	Amy Hauer LMP	827 W 1st Ave #414 Courtyard Office Center	Retail Upper	252	$ 110.00	$	**110.00**
1	26	Polka Dot Pottery	808 W Main Ave #225 RPS	Retail Skywalk	1768	$ 477.36	$	**477.36**
1	26	Classic Burger	808 W Main Ave #FC-5 RPS	Retail Upper	784	$ 110.00	$	**110.00**
1	26	Auntie Anne's Pretzels	808 W Main Ave #222 RPS	Retail Skywalk	344	$ 110.00	$	**110.00**
3	72	Lutheran Community Services Northwest	210 W Sprague Ave Havermale Park	Exempt	22393	$ -	$	-
1	26	Miso Fresh Asian	808 W Main Ave #FC-6 RPS	Retail Upper	571	$ 110.00	$	**110.00**
3	24	Assured Home Health	111 W North River Dr #204 River's Edge Bldg	Office Upper	2218	$ 199.62	$	**199.62**
2	53	Noel Communications Inc	422 W Riverside Ave #1504 USBank Bldg	Office Upper	1088	$ 110.00	$	**110.00**
2	53	Zayo Bandwidth NW	422 W Riverside Ave #616 USBank Bldg	Office Upper	506	$ 110.00	$	**110.00**
3	61	Airpol LLC / KOA Ventures LLC	108 N Washington St #305 Legion Bldg	Office Upper	2550	$ 229.50	$	**229.50**
3	61	VickerMan & Driscoll Financial Advisors	108 N Washington St #300 Legion Bldg	Office Upper	1756	$ 158.04	$	**158.04**
2	30	Global Distribution	827 W 1st Ave #416 Courtyard Office Center	Retail Upper	1250	$ 125.00	$	**125.00**
2	30	NDM Technologies	827 W 1st Ave #121 Courtyard Office Center	Retail Ground	2485	$ 372.75	$	**372.75**
2	30	Mike Volz, House Republican	827 W 1st Ave #423 Courtyard Office Center	Exempt	250	$ -	$	-
3	83	7 Storms Advertising	1325 W 1st Ave #206 Eldridge Bldg	Office Upper	607	$ 110.00	$	**110.00**
3	83	Chris Bradley	1325 W 1st Ave #216 Eldridge Bldg	Office Upper	270	$ 110.00	$	**110.00**
3	83	Erika Klossner Counseling	1325 W 1st Ave #218 Eldridge Bldg	Office Upper	245	$ 110.00	$	**110.00**
3	83	Associates for Health and Wellness	1325 W 1st Ave #226 Eldridge Bldg	Office Upper	1375	$ 123.75	$	**123.75**
3	63	Upper Glen	309 W Riverside Ave Glen Dow Bldg	Retail Ground	751	$ 110.00	$	**110.00**
1	34	Lululemon	707 W Main Ave Crescent Court #A6 Crescent Court	Retail Ground	3812	$ 1,029.24	$	**1,029.24**
3	24	Imperial PFS	201 W North River Dr #301 RLH Bldg	Office Upper	2396	$ 215.64	$	**215.64**
3	24	Trans Canada	201 W North River Dr #505 RLH Bldg	Office Upper	6822	$ 613.98	$	**613.98**
2	54	Parke Gordon LLC	421 W Riverside Ave #256 Paulsen Center	Office Upper	800	$ 110.00	$	**110.00**
2	54	Stone Creek Insurance Agency Inc	421 W Riverside Ave #258 Paulsen Center	Office Skywalk	1000	$ 140.00	$	**140.00**
3	64	Assisted Life Solutions LLC	308 W 1st Ave #202 Lorraine Bldg	Office Upper	150	$ 110.00	$	**110.00**
3	64	Aurora Natural Resources Group Inc	308 W 1st Ave #203 Lorraine Bldg	Office Upper	100	$ 110.00	$	**110.00**
3	64	Channel Dev LLC	308 W 1st Ave #311 Lorraine Bldg	Office Upper	200	$ 110.00	$	**110.00**
2	17	Philip Murphy - PLM Investment Advisors	421 W Riverside Ave #1046 Paulsen Center	Office Upper	299	$ 110.00	$	**110.00**
2	19	Maud Artistry	920 W 1st Ave Western Center	Retail Ground	980	$ 147.00	$	**147.00**
2	17	JT Tech Inc.	905 W Riverside Ave #408 Great Western Bldg	Office Upper	505	$ 110.00	$	**110.00**
1	67	Armitage & Thompson PLLC	220 W Main Ave	Office Ground	1531	$ 229.65	$	**229.65**
3	61	The Unforgiven Lounge	108 N Washington St #100-103 Legion Bldg	Retail Upper	1348	$ 121.32		
3	61	The Unforgiven Lounge	108 N Washington St #100-103 Legion Bldg	Retail Ground	2317	$ 278.04	$	**399.36**
3	61	Leftbank Wine Bar	108 N Washington St #105 Legion Bldg	Retail Ground	1113	$ 133.56	$	**133.56**
3	13	Christy Branson, Artist	626 N Monroe	Retail Ground	1225	$ 147.00	$	**147.00**
3	61	SDS Realty	108 N Washington St #500 Legion Bldg	Office Upper	3048	$ 274.32	$	**274.32**
3	61	Eowen S Rosentrater Law Office	108 N Washington St #302 Legion Bldg	Office Upper	1776	$ 159.84	$	**159.84**
3	12	John Rovtar Design Studio	921 W Broadway Ave #203 Broadway Bldg	Office Upper	750	$ 110.00	$	**110.00**
3	12	Cindy Jordan	921 W Broadway Ave #205A Broadway Bldg	Office Upper	500	$ 110.00	$	**110.00**
3	12	Law Offices of Peter March	921 W Broadway Ave #201 Broadway Bldg	Office Upper	498	$ 110.00	$	**110.00**
1	26	Francesca's Collections, Inc	808 W Main Ave #245 RPS	Retail Skywalk	1208	$ 326.16	$	**326.16**
3	61	MSI Engineers Inc	108 N Washington St #505 Legion Bldg	Office Upper	3240	$ 291.60	$	**291.60**
3	61	Amanda Kern	108 N Washington St #407 - 408 Legion Bldg	Office Upper	434	$ 110.00	$	**110.00**
2	18	The Knitting Factory	919 W Sprague Ave Western Center	Retail Ground	6573	$ 985.95	$	**985.95**
2	18	Metropolitan Apartments	908 W 1st Ave Western Center	Apartments	18	$ 110.00	$	**110.00**
2	18	Western United Life Assurance Company	926 W 1st Ave Western Center	Commercial Parking	60	$ 187.20	$	**187.20**
2	29	Office of Chapter 13 Trustee	801 W Riverside Ave #515 SRBC Bldg	Office Upper	6291	$ 629.10	$	**629.10**

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DOWNTOWN SPOKANE

2	54	Wood Insurance Network Group	421 W Riverside Ave #668 Paulsen Center	Office Upper	338	$ 110.00	$ **110.00**
2	54	ZBA Architecture P.S.	421 W Riverside Ave #860 Paulsen Center	Office Upper	2611	$ 261.10	$ **261.10**
2	49	Law Offices of Maris Baltins	7 S Howard St #220 S200B Symons Bldg	Office Upper	1382	$ 138.20	
2	49	Law Offices of Maris Baltins	7 S Howard St #220 S200B Symons Bldg	Office Upper	425	$ 42.50	$ **180.70**
2	49	House of Healing PLLC	7 S Howard St #210 Symons Bldg	Retail Upper	2228	$ 222.80	$ **222.80**
2	49	Robert Rowley PS	7 S Howard St #218 Symons Bldg	Office Upper	697	$ 110.00	$ **110.00**
2	49	Spokane Legal Copy	7 S Howard St #224 Symons Bldg	Office Upper	741	$ 110.00	$ **110.00**
2	49	Paul DiNenna Jr	7 S Howard St #425 Symons Bldg	Office Upper	1318	$ 131.80	$ **131.80**
2	49	Full Moon Integrative Therapy	7 S Howard St #428 S200D Symons Bldg	Office Upper	698	$ 110.00	$ **110.00**
2	49	KSBN Radio	7 S Howard St #430 Symons Bldg	Office Upper	484	$ 110.00	$ **110.00**
3	72	Lutheran Community Services Northwest	9 N Browne St Havermale Park	Exempt	2500	$ -	$ -
2	53	Star Touch Broadband Services	422 W Riverside Ave #1521 USBank Bldg	Office Upper	317	$ 110.00	$ **110.00**
2	53	Northwest Access Services	422 W Riverside Ave #1520 USBank Bldg	Office Upper	285	$ 110.00	$ **110.00**
2	30	Gore Electric	827 W 1st Ave #314 Courtyard Office Center	Office Upper	252	$ 110.00	$ **110.00**
2	36	Tempus Cellars	8 N Post St #8 Peyton Bldg	Retail Ground	1344	$ 201.60	$ **201.60**
3	72	Mountain Lakes Brewing Company	201 W Riverside Ave Havermale Park	Retail Ground	1400	$ 168.00	$ **168.00**
3	72	The Bartlett	228 W Sprague Ave Havermale Park	Retail Ground	3000	$ 360.00	$ **360.00**
3	72	nyne Bar & Bistro	232 W Sprague Ave Havermale Park	Retail Ground	4300	$ 516.00	$ **516.00**
1	26	Many's Venezuelan Food	808 W Main Ave #FC-3 RPS	Retail Upper	973	$ 110.00	$ **110.00**
1	34	Umpqua Bank	707 W Main Ave #450 Crescent Court	Office Upper	21227	$ 2,334.97	$ **2,334.97**
2	48	Felice Law Offices PS	505 W Riverside Ave #210 Fernwell Bldg	Office Upper	2031	$ 203.10	$ **203.10**
1	26	Gaslamp	808 W Main Ave #FC-1 RPS	Retail Upper	951	$ 110.00	$ **110.00**
1	27	MUV Fitness	809 W Main Ave #212 W 809 Bldg	Retail Skywalk	20390	$ 5,505.30	$ **5,505.30**
3	78	Weathers & Associates Consulting	105 S Madison St	Office Ground	1976	$ 217.36	$ **217.36**
3	22	Evergreen Elder Law	621 W Mallon Ave #300 Flour Mill	Office Upper	664	$ 110.00	$ **110.00**
3	22	HoHo Teriyaki Chicken	621 W Mallon Ave #305 Flour Mill	Retail Ground	678	$ 110.00	$ **110.00**
3	22	Armstrong and O'Brien Therapy	621 W Mallon Ave #503 Flour Mill	Office Upper	389	$ 110.00	$ **110.00**
3	61	DH Communications	315 W Riverside Ave #200 Morgan	Office Upper	5484	$ 493.56	$ **493.56**
1	27	P.F. Chang's China Bistro	801 W Main Ave W 809 Bldg	Retail Ground	8133	$ 2,195.91	$ **2,195.91**
2	54	Sodemann Documents Services Inc	421 W Riverside Ave #975 Paulsen Center	Office Upper	1178	$ 117.80	$ **117.80**
1	40	Selkirk Investments Inc	222 N Wall St #402 Wheatland FC	Office Upper	1671	$ 183.81	$ **183.81**
3	61	Dermatherapie Skin Spa	108 N Washington St #415 - 419 Legion Bldg	Retail Upper	1185	$ 110.00	$ **110.00**
1	46	Rover	530 W Main Ave #204 Bennett Block	Office Upper	8000	$ 880.00	$ **880.00**
2	43	Delta Dental of Washington	601 W Riverside Ave #1720 Bank Of America FC	Office Upper	1031	$ 110.00	$ **110.00**
2	17	Olin Bittner PsyD	905 W Riverside Ave #506 Great Western Bldg	Office Upper	508	$ 110.00	$ **110.00**
1	41	CenturyLink	601 W Main Ave #200 Chase	Office Upper	2485	$ 273.35	$ **273.35**
1	41	Thomas M Patrick CPA PS	601 W Main Ave #320 Chase	Office Upper	2994	$ 329.34	$ **329.34**
1	42	Reflections Deli	618 W Riverside Ave #225 Bank of Whitman FC	Retail Skywalk	2427	$ 655.29	$ **655.29**
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	5305	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	3800	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	360	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	7972	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	517	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	576	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	1626	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	11278	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	11128	$ -	$ -
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	11753	$ -	$ -

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2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	828	$ -	$	-
2	45	Inland Northwest Health Services	601 W 1st Ave #101 Wells Fargo FC	Exempt	510	$ -	$	-
2	50	Spokane Fusion LLC	107 S Howard St #103 Tomlinson Black Building	Retail Ground	800	$ 120.00	$	120.00
1	47	Piskel Yahne Kovarik PLLC	522 W Riverside Ave #700 Fidelity Bldg	Office Upper	4525	$ 497.75	$	497.75
2	43	ABM Parking	601 W Riverside Ave #420 Bank Of America FC	Office Upper	1267	$ 126.70	$	126.70
2	43	New York Life Insurance	601 W Riverside Ave #801A Bank Of America FC	Office Upper	2236	$ 223.60	$	223.60
2	48	Columbia State Bank	505 W Riverside Ave #100 Fernwell Bldg	Office Ground	6888	$ 964.32		
2	48	Columbia State Bank	505 W Riverside Ave #100 Fernwell Bldg	Office Upper	4144	$ 414.40	$	1,378.72
2	17	Oxalis Group	905 W Riverside Ave #212 Great Western Bldg	Office Upper	646	$ 110.00	$	110.00
2	17	AT&T	905 W Riverside Ave #214B Great Western Bldg	Office Upper	342	$ 110.00	$	110.00
2	17	Samantha Chandler	905 W Riverside Ave #302 Great Western Bldg	Office Upper	488	$ 110.00	$	110.00
2	17	Jonathan Ryan PsyD	905 W Riverside Ave #303 Great Western Bldg	Office Upper	195	$ 110.00	$	110.00
2	17	Michael Love Law Firm PLLC	905 W Riverside Ave #402 Empire State Bldg	Office Upper	450	$ 110.00	$	110.00
2	17	Michael Love Law Firm PLLC	905 W Riverside Ave #404 Great Western Bldg	Office Upper	701	$ 110.00	$	110.00
2	17	Millianna Jewelry	905 W Riverside Ave #608 Great Western Bldg	Office Upper	713	$ 110.00	$	110.00
3	61	cues	108 N Washington St #104 Legion Bldg	Office Ground	880	$ 110.00	$	110.00
3	61	Threshold Fitness	108 N Washington St #B10 GYM Legion Bldg	Office Basement	1300	$ 117.00	$	117.00
1	28	Empirical Wealth Management	818 W Riverside Ave #450 Lincoln Plaza	Office Upper	1604	$ 176.44	$	176.44
1	28	Sushi Sakai	818 W Riverside Ave #A Lincoln Plaza	Retail Ground	4040	$ 1,090.80	$	1,090.80
1	28	Longbow Financial	818 W Riverside Ave #200 Lincoln Plaza	Office Upper	1181	$ 129.91	$	129.91
1	32	KSB Litigations PS	221 N Wall St #210 Old City Hall	Office Upper	3631	$ 399.41	$	399.41
3	72	The House of Pop	227 W Riverside Ave #B Havermale Park	Retail Ground	1200	$ 144.00	$	144.00
2	30	Clearwater Seed LLC	827 W 1st Ave #325 Courtyard Office Center	Office Upper	1859	$ 185.90	$	185.90
2	9	Rain Lounge	1007 W 1st Ave Montvale Block	Retail Ground	2280	$ 342.00	$	342.00
2	9	Hanson Carlen Construction	112 S Monroe St Montvale Block	Office Ground	636	$ 110.00	$	110.00
1	47	Healing Solutions	522 W Riverside Ave #201 Fidelity Bldg	Retail Upper	452	$ 110.00	$	110.00
1	47	Paukert and Troppmann	522 W Riverside Ave #560 Fidelity Bldg	Office Upper	4524	$ 497.64	$	497.64
1	42	Etter, McMahon, Lamberson, Van Wert & Oreskovich P	618 W Riverside Ave #210 Bank of Whitman FC	Office Upper	6740	$ 741.40	$	741.40
1	42	Foster Pepper PLLC	618 W Riverside Ave #300 Bank of Whitman FC	Office Upper	15370	$ 1,690.70	$	1,690.70
1	34	Mod Pizza	707 W Main Ave #A12 Crescent Court	Retail Ground	2376	$ 641.52	$	641.52
2	18	Western United Life Assurance Company	929 W Sprague Ave Western Center	Office Ground	8824	$ 1,235.36		
2	18	Western United Life Assurance Company	929 W Sprague Ave Western Center	Office Basement	4950	$ 495.00		
2	18	Western United Life Assurance Company	929 W Sprague Ave Western Center	Office Upper	10878	$ 1,087.80	$	2,818.16
2	54	Law Offices of Kenneth Coleman PS	421 W Riverside Ave #618 Paulsen Center	Office Upper	1050	$ 110.00	$	110.00
2	45	Potlatch Corporation	601 W 1st Ave #901 1500 1600 Wells Fargo FC	Office Upper	11365	$ 1,136.50	$	1,136.50
1	34	The Melting Pot	707 W Main Ave #C1 Crescent Court	Retail Skywalk	5610	$ 1,514.70	$	1,514.70
2	36	Senator Patty Murray Office	10 N Post St #600 Peyton Bldg	Exempt	820	$ -	$	-
2	37	Lakeside Capital Group	717 W Sprague Ave #800 WTFC	Office Upper	7062	$ 706.20	$	706.20
1	42	Opes Advisors	618 W Riverside Ave #302 Bank of Whitman FC	Office Upper	4294	$ 472.34	$	472.34
3	72	Shasta Hankins Makeup Artist	201 W Riverside Ave #301 National Bldg	Retail Upper	1053	$ 110.00	$	110.00
3	64	Benton Rock Real Estate	308 W 1st Ave #308 Lorraine Bldg	Office Upper	120	$ 110.00	$	110.00
3	64	Blitz Beauty	308 W 1st Ave #211 Lorraine Bldg	Office Upper	200	$ 110.00	$	110.00
2	31	Merriman Wealth Management	111 S Post St #2250 Davenport Tower	Office Upper	1326	$ 132.60	$	132.60
2	31	Brock Law Firm	111 S Post St #2275 & 2280 Davenport Tower	Office Upper	543	$ 54.30		
2	31	Brock Law Firm	111 S Post St #2275 & 2280 Davenport Tower	Office Upper	1340	$ 134.00	$	188.30
2	31	Forster Financial	111 S Post St #2285 Davenport Tower	Office Upper	1066	$ 110.00	$	110.00
2	31	Altmeyer Financial Group	111 S Post St #2240 Davenport Tower	Office Upper	1240	$ 124.00	$	124.00
2	31	The Safari Room Fresh Grill & Bar	111 S Post St Davenport Tower	Exempt	2000	$ -	$	-

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2	43	Davidson, Backman, Medeiros PLLC & Resolvency LLC	601 W Riverside Ave #1550 Bank Of America FC	Office Upper	2569	$ 256.90	$	**256.90**
3	6	Kavadias CPA	1124 W Riverside Ave #215 North Coast Plaza Bldg	Office Upper	1050	$ 110.00	$	**110.00**
3	22	Merry Armstrong	621 W Mallon Ave #501 Flour Mill	Office Upper	381	$ 110.00	$	**110.00**
3	22	Aspen Personnel	621 W Mallon Ave #601 Flour Mill	Office Upper	1546	$ 139.14	$	**139.14**
3	24	ProPartners Financial	201 W North River Dr #502 RLH Bldg	Office Upper	1031	$ 110.00	$	**110.00**
3	24	Psychiatric Clinic of Spokane PS	201 W North River Dr #520 RLH Bldg	Office Upper	3518	$ 316.62	$	**316.62**
2	43	Unico Properties	601 W Riverside Ave #260 Bank Of America FC	Office Upper	2364	$ 236.40	$	**236.40**
2	43	Reidt Pharmacy Corporation	601 W Riverside Ave #140 Bank Of America FC	Retail Ground	2245	$ 336.75	$	**336.75**
2	43	Elite Fitness & Wellness	601 W Riverside Ave #20 Bank Of America FC	Retail Basement	4109	$ 410.90	$	**410.90**
1	28	SRM Development LLC	111 N Post St #200 Banner Bank Bldg	Office Upper	7839	$ 862.29	$	**862.29**
2	53	David J. Crouse & Associates	422 W Riverside Ave #820 USBank Bldg	Office Upper	3082	$ 308.20	$	**308.20**
2	43	International Raw Materials Ltd	601 W Riverside Ave #258 Bank Of America FC	Office Upper	4078	$ 407.80	$	**407.80**
3	66	Make-Up Studio	216 N Bernard St Fruci	Retail Ground	1789	$ 214.68	$	**214.68**
3	66	Edward Jones	218 N Bernard St #100 Fruci	Office Ground	1554	$ 170.94	$	**170.94**
3	66	Securitas	218 N Bernard St #400 Fruci	Office Upper	4670	$ 420.30	$	**420.30**
3	6	John T McCarthy LLC	1124 W Riverside Ave #305 North Coast Plaza Bldg	Office Upper	520	$ 110.00	$	**110.00**
1	47	BHW1	522 W Riverside Ave #300 Fidelity Bldg	Office Upper	4524	$ 497.64	$	**497.64**
2	31	Perof, Elzey & Starry	111 S Post St #2270 Davenport Tower	Office Upper	1172	$ 117.20	$	**117.20**
2	53	J-U-B Engineers Inc.	422 W Riverside Ave #304 USBank Bldg	Office Upper	3997	$ 399.70	$	**399.70**
3	78	Lucky Leaf Co	1111 W 1st Ave Commercial Building	Retail Ground	1844	$ 221.28	$	**221.28**
2	31	Viren and Associates Inc	111 S Post St #2260 Davenport Tower	Office Upper	1974	$ 197.40	$	**197.40**
1	41	The House of Soul	120 N Wall St #100 The One Twenty	Office Ground	3400	$ 510.00	$	**510.00**
1	29	Method Juice Café	718 W Riverside Ave #A 718 Bldg	Retail Ground	796	$ 214.92	$	**214.92**
1	47	HMA CPA, PS	510 W Riverside Ave #400 Sherwood Bldg	Office Upper	4536	$ 498.96	$	**498.96**
2	30	Architecture All Forms	827 W 1st Ave #415 Courtyard Office Center	Office Upper	250	$ 110.00	$	**110.00**
1	41	Umpqua Bank	111 N Wall St	Office Skywalk	12281	$ 1,842.15	$	**1,842.15**
1	28	Chapter & Verse	111 N Post St #400 Banner Bank Bldg	Office Upper	2530	$ 278.30	$	**278.30**
3	68	Egnyte Inc	245 W Main Ave	Office Upper	13000	$ 1,170.00	$	**1,170.00**
2	0	Mobius	827 W 1st Ave #318/319 Courtyard Office Center	Exempt	500	$ -	$	-
1	33	ZAGG	808 W Main Ave #2F RPS	Retail Skywalk	50	$ 110.00	$	**110.00**
1	41	Mercer Health & Benefits	601 W Main Ave #810 Chase	Office Upper	3519	$ 387.09	$	**387.09**
3	66	Julianne's Prom Closet	218 N Bernard St #LL1 Fruci	Exempt	1200	$ -	$	-
3	66	Julianne's Prom Closet	218 N Bernard St #LL1 Fruci	Exempt	400	$ -	$	-
3	6	Lee Law Office, PS	1124 W Riverside Ave #300 North Coast Plaza Bldg	Office Upper	1181	$ 110.00	$	**110.00**
3	64	Josefine's Salon Concepts LLC	312 W 1st Ave	Retail Ground	1100	$ 132.00	$	**132.00**
2	45	Shell Energy North America - Oil Company	601 W 1st Ave #1700 Wells Fargo	Office Upper	10374	$ 1,037.40	$	**1,037.40**
3	61	SmartRecruiters	108 N Washington St #203 Legion Bldg	Office Upper	3256	$ 293.04	$	**293.04**
3	83	MultiMedical Systems	1325 W 1st Ave #314 Eldridge Bldg	Office Upper	295	$ 110.00	$	**110.00**
3	83	Roberts Freebourn PLLC	1325 W 1st Ave #303 Eldridge Bldg	Office Upper	1094	$ 110.00	$	**110.00**
3	83	Heather Henriksen Therapy	1325 W 1st Ave #201A Eldridge Bldg	Office Upper	250	$ 110.00	$	**110.00**
2	36	Law Office of Brandon West	10 N Post St #647 Peyton Bldg	Office Upper	182	$ 110.00	$	**110.00**
2	29	Charles Schwab	818 W Riverside Ave #150 Lincoln Plaza	Office Upper	3718	$ 371.80	$	**371.80**
1	281	Spokane Symphony Administrative Offices	818 W Riverside Ave #MEZ Lincoln Plaza	Exempt	2632	$ -	$	-
2	43	The Advisors Insurance Agency	601 W Riverside Ave #230 Bank Of America FC	Office Upper	856	$ 110.00	$	**110.00**
1	47	Wild Dawgs	102 N Howard St	Retail Ground	550	$ 148.50	$	**148.50**
2	37	Douglas, Eden, Phillips, DeRuyter & Stanyer PS	717 W Sprague Ave #1500 WTFC	Office Upper	11130	$ 1,113.00	$	**1,113.00**
3	3	Ace's Bail Bonds	703 N Monroe St #B	Office Ground	450	$ 110.00	$	**110.00**
2	54	Anchored Art	421 W Riverside Ave #108B Paulsen Center	Retail Ground	911	$ 136.65	$	**136.65**

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2	53	Northwest Open Access Network	422 W Riverside Ave #503 USBank Bldg	Office Upper	720	$ 110.00	$	**110.00**
3	83	Michelle Phay	1325 W 1st Ave #202 Eldridge Bldg	Office Upper	535	$ 110.00	$	**110.00**
2	54	Labar Architecture	421 W Riverside Ave #312 Paulsen Center	Office Upper	624	$ 110.00	$	**110.00**
2	56	Commodities Plus Inc	427 W 1st Ave Minnesota Bldg	Office Ground	2951	$ 413.14	$	**413.14**
1	41	Ten Capital Investment Advisors	601 W Main Ave #210 Chase	Office Upper	5663	$ 622.93	$	**622.93**
3	72	Zuri Skin Spa	201 W Riverside Ave #202 National Bldg	Retail Upper	1200	$ 110.00	$	**110.00**
1	41	ICM Asset Management	601 W Main Ave #900 Chase	Office Upper	4046	$ 445.06	$	**445.06**
1	41	Graham, Lundberg, Peschel	601 W Main Ave #305 Chase	Office Upper	3474	$ 382.14	$	**382.14**
1	41	Witherspoon, Brajcich & McPhee	601 W Main Ave #712 Chase	Office Upper	931	$ 110.00	$	**110.00**
1	41	Karel Capital Inc	601 W Main Ave #818 Chase	Office Upper	1358	$ 149.38	$	**149.38**
1	41	Capital Insurance Group	601 W Main Ave #501 Chase	Office Upper	6247	$ 687.17	$	**687.17**
2	18	Mr. Tux	904 W 1st Ave Western Center	Retail Ground	700	$ 105.00		
2	18	Mr. Tux	904 W 1st Ave Western Center	Retail Ground	2868	$ 430.20	$	**535.20**
3	24	Farmers Insurance Exchange	201 W North River Dr #605 RLH Bldg	Office Upper	2613	$ 235.17	$	**235.17**
2	31	Davenport Tower	110 S Post St Davenport Tower	Hotels & Motels	328	$ 8,200.00	$	**8,200.00**
3	64	Dan Murphy Advisors	9 S Washington St #211 Hutton Bldg	Office Upper	700	$ 110.00	$	**110.00**
3	64	GLR Engineers PLLC	9 S Washington St #213 Hutton Bldg	Office Upper	1926	$ 173.34	$	**173.34**
3	64	STCU - Commercial Lending	9 S Washington St #700 Hutton Bldg	Office Upper	8600	$ 774.00	$	**774.00**
3	83	Roche Accounting	1325 W 1st Ave #201C	Office Upper	214	$ 110.00	$	**110.00**
2	43	Clearwater Paper Corp	601 W Riverside Ave #1210 Bank Of America FC	Office Upper	6175	$ 617.50	$	**617.50**
2	51	Community Health Association of Spokane (CHAS)	203 N Washington St #202 Liberty Bldg	Exempt	1666	$ -	$	-
2	51	Liberty Business Center	203 N Washington St #200 Liberty Bldg	Office Upper	3222	$ 322.20	$	**322.20**
3	61	Jakava LLC	108 N Washington St #403 Legion Bldg	Retail Ground	500	$ 110.00	$	**110.00**
2	36	Shop Around the Other Corner	721 W Riverside Ave #16 Peyton Bldg	Retail Ground	1824	$ 273.60	$	**273.60**
2	37	Thomas Hammer	717 W Sprague Ave	Retail Ground	270	$ 110.00	$	**110.00**
1	26	Athleta	808 W Main Ave #235 RPS	Retail Skywalk	3744	$ 1,010.88	$	**1,010.88**
3	72	Albert Building Apartments	237 W Riverside Ave	Apartments	4	$ 110.00	$	**110.00**
2	56	Atabelo's Tile & Stone	423 W 1st Ave #220 Minnesota Bldg	Retail Upper	1300	$ 130.00	$	**130.00**
2	54	Night Fox Digital	421 W Riverside Ave #820 Paulsen Center	Office Upper	1360	$ 136.00	$	**136.00**
2	54	Arnold Financial Group	421 W Riverside Ave #970 Paulsen Center	Office Upper	892	$ 110.00	$	**110.00**
3	24	Epic Land Solutions	111 W North River Dr #201 River's Edge Bldg	Office Ground	1544	$ 169.84	$	**169.84**
2	51	The Fix	404 W Main Ave Mezzanine Liberty Bldg	Retail Upper	380	$ 110.00	$	**110.00**
2	7	MMEC	1 N Monroe St #200	Office Ground	3639	$ 509.46	$	**509.46**
1	47	Chris Wright	522 W Riverside Ave #611 Fidelity Bldg	Office Upper	115	$ 110.00	$	**110.00**
3	6	Riverside Place	1110 W Riverside Ave	Retail Ground	21200	$ 2,544.00		
3	6	Riverside Place	1110 W Riverside Ave	Retail Upper	21200	$ 1,908.00		
3	6	Riverside Place	1110 W Riverside Ave	Retail Upper	21200	$ 1,908.00	$	**6,360.00**
2	52	Jaazz Salon	421 W Main Ave #102	Retail Ground	2629	$ 394.35	$	**394.35**
2	52	Wollnick's	421 W Main Ave #103 & 104	Retail Ground	2276	$ 341.40	$	**341.40**
1	26	Whiz Kids	808 W Main Ave #320 RPS	Retail Upper	4375	$ 481.25	$	**481.25**
2	36	Coffman Engineers	10 N Post St #422 Peyton Bldg	Office Upper	3554	$ 355.40	$	**355.40**
1	42	WSU Athletics	618 W Riverside Ave #102	Retail Ground	5635	$ 1,521.45	$	**1,521.45**
2	45	Regus	601 W 1st Ave #1400 Wells Fargo FC	Office Upper	11753	$ 1,175.30	$	**1,175.30**
1	46	Indaba Coffee	210 N Howard St Bennett Block	Retail Ground	900	$ 243.00	$	**243.00**
3	57	Davenport Grand Hotel	333 W Spokane Falls Blvd	Hotels & Motels	716	$ 17,900.00	$	**17,900.00**
2	51	Barrister Winery Tasting Room	203 N Washington St #100 Liberty Bldg	Retail Ground	480	$ 110.00	$	**110.00**
2	9	Lavish Salon	1021 W 1st Ave New Madison	Retail Ground	1857	$ 278.55	$	**278.55**
2	38	Pyrotek Inc	705 W 1st Ave	Office Ground	13402	$ 1,876.28		

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2	38	Pyrotek Inc	705 W 1st Ave	Office Upper	40206	$ 4,020.60	$ 5,896.88
3	57	Davenport Grand Hotel Parking Lot	333 W Spokane Falls Blvd	Commercial Parking	900	$ 2,250.00	$ 2,250.00
2	36	The Volstead Act	12 N Post St Peyton Bldg	Retail Ground	1215	$ 182.25	$ 182.25
2	37	The Wolff Company	717 W Sprague Ave #802 WTFC	Office Upper	3861	$ 386.10	$ 386.10
3	83	Roberts Freebourn PLLC	1325 W 1st Ave #303 Eldridge Bldg	Office Upper	2490	$ 224.10	$ 224.10
2	19	Incrediburger and Eggs	909 W 1st Ave #A	Retail Ground	3000	$ 450.00	$ 450.00
3	72	Spaceman Coffee	228 W Sprague Ave Havermale Park #A	Retail Ground	500	$ 110.00	$ 110.00
1	15	Spokane Public Library	906 W Main Ave	Exempt	48000	$ -	$ -
2	17	Eide Bailly LLP	999 W Riverside Ave #200	Office Upper	16726	$ 1,672.60	$ 1,672.60
2	17	Cowles Publishing Company	999 W Riverside Ave	Office Upper	58204	$ 5,820.40	$ 5,820.40
2	39	Montvale Event Center	1017 W 1st Ave Railside Center	Retail Upper	5878	$ 587.80	
2	39	Montvale Event Center	1017 W 1st Ave Railside Center	Retail Upper	3378	$ 337.80	
2	39	Montvale Event Center	1017 W 1st Ave Railside Center	Retail Ground	5241	$ 786.15	$ 1,711.75
3	64	Pinot's Palette	319 W Sprague Ave	Retail Ground	3750	$ 450.00	$ 450.00
2	50	Fisher Construction Group	107 S Howard St #420 Tomlinson Black Bldg	Office Upper	1826	$ 182.60	$ 182.60
3	12	Workpointe	921 W Broadway Ave #101 Broadway Bldg	Office Upper	2500	$ 225.00	$ 225.00
3	12	Farrell Law Office	921 W Broadway Ave #303 Broadway Bldg	Office Upper	850	$ 110.00	$ 110.00
2	31	Personal Wealth Attorneys PLLC	111 S Post St #2282 Davenport Tower	Office Upper	1066	$ 110.00	$ 110.00
2	7	Northwest Planning Inc	1 N Monroe St #202	Office Upper	1467	$ 146.70	$ 146.70
2	17	Cowles Company - Corporate	999 W Riverside Ave #600	Office Upper	9538	$ 953.80	$ 953.80
2	17	BK-JET Group LLC	999 W Riverside Ave #510	Office Upper	4500	$ 450.00	$ 450.00
2	17	Northwest Farmers Stockman	999 W Riverside Ave #6th Flr	Office Upper	6444	$ 644.40	$ 644.40
2	17	Centennial Real Estate Investments	999 W Riverside Ave #6th Floor	Office Upper	7394	$ 739.40	$ 739.40
2	54	Commerce Architects	421 W Riverside Ave #519 Paulsen Center	Office Upper	3127	$ 312.70	$ 312.70
1	42	GESA Credit Union	618 W Riverside Ave #101	Retail Ground	7592	$ 2,049.84	$ 2,049.84
1	27	Free People	865 W Main Ave W 809 Bldg	Retail Ground	4504	$ 1,216.08	$ 1,216.08
3	78	One Tree Hard Cider	111 S Madison St	Retail Ground	2250	$ 270.00	$ 270.00
2	52	Durkin's Liquor Bar	415 W Main Ave #102	Retail Ground	3818	$ 572.70	$ 572.70
2	54	Encore Events LLC	421 W Riverside Ave #511 Paulsen Center	Office Upper	376	$ 110.00	$ 110.00
2	54	STUDIO H creative	421 W Riverside Ave #511	Office Upper	376	$ 110.00	$ 110.00
3	78	EVR	1119 W 1st Ave Commercial Building	Retail Ground	1000	$ 120.00	$ 120.00
3	83	Spokane Ballet Studio	112 S Adams St	Retail Ground	3000	$ 360.00	$ 360.00
3	6	Summerfield Management	1124 W Riverside Ave #325 North Coast Plaza Bldg	Office Upper	1000	$ 110.00	$ 110.00
2	52	West Coast Entertainment	421 W Main Ave #200	Office Upper	3262	$ 326.20	$ 326.20
3	72	The Bickett	225 W Riverside Ave Hale Bldg	Apartments	8	$ 110.00	$ 110.00
3	72	Eyvind	225 W Riverside Ave #A Hale Bldg	Retail Ground	1800	$ 216.00	$ 216.00
3	72	The Space	201 W Riverside Ave #302 National Bldg	Retail Upper	900	$ 110.00	$ 110.00
2	17	Eide Bailly LLP	999 W Riverside Ave #101 Spokesman Bldg	Office Ground	7510	$ 1,051.40	$ 1,051.40
3	72	Ecru Massage	201 W Riverside Ave #202	Retail Upper	1200	$ 110.00	$ 110.00
3	24	Spokane Sports and Physical Therapy	111 W North River Dr #203	Office Ground	2512	$ 276.32	$ 276.32
3	22	Triad Wealth Management Inc	621 W Mallon Ave #601-A Flour Mill	Office Upper	900	$ 110.00	$ 110.00
2	52	Mark Whittaker CPA	120 N Stevens St #300	Office Upper	2250	$ 225.00	$ 225.00
2	52	On Top Realty	120 N Stevens St #300	Office Upper	675	$ 110.00	$ 110.00
2	54	Purpose Financial Advisors	421 W Riverside Ave #1450 Paulsen Center	Office Upper	800	$ 110.00	$ 110.00
2	30	AHBL Engineers	827 W 1st Ave #220 Courtyard Office Center	Office Upper	2882	$ 288.20	$ 288.20
2	30	Ciseaux Salon	827 W 1st Ave #207 Courtyard Office Center	Retail Upper	250	$ 110.00	$ 110.00
2	30	Grace Media Films	827 W 1st Ave #212 Courtyard Office Center	Office Upper	250	$ 110.00	$ 110.00
2	52	Austin's Live Fire Barbecue	421 W Main Ave	Retail Ground	2276	$ 341.40	$ 341.40

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2	52	Sweet Peaks Ice Cream	415 W Main Ave	Retail Ground	942	$ 141.30	$	**141.30**
3	83	Steady Flow Growler House	121 S Cedar St Eldridge Bldg	Retail Ground	900	$ 110.00	$	**110.00**
2	52	Maplewood Software	421 W Main Ave, #201	Office Upper	5485	$ 548.50	$	**548.50**
1	33	Urban Outfitters	702 W Main Ave 100	Retail Upper	4011	$ 441.21	$	**441.21**
1	27	River Park Square Management	809 W Main Ave 100	Office Ground	5448	$ 817.20	$	**817.20**
1	27	&Kloth	875 W Main Ave	Retail Ground	1912	$ 516.24	$	**516.24**
2	43	TIAA Financial Services	601 W Riverside Ave #940	Office Upper	4001	$ 400.10	$	**400.10**
2	43	AON Service Corporation	601 W Riverside Ave #1620	Office Upper	2683	$ 268.30	$	**268.30**
2	43	Begona Coffee	601 W Riverside Ave #A	Retail Skywalk	300	$ 110.00	$	**110.00**
1	28	Powers Stromberg Pension Consulting	111 N Post St #201	Office Upper	1745	$ 191.95	$	**191.95**
1	28	Signia Capital	111 N Post St #202	Office Upper	1367	$ 150.37	$	**150.37**
2	29	Black Realty Management / Black Commercial	801 W Riverside Ave #300	Office Upper	8200	$ 820.00	$	**820.00**
3	12	Adoption Services of Spokane	921 W Broadway Ave #304	Office Upper	850	$ 110.00	$	**110.00**
1	41	RiskLens	601 W Main Ave #917 Chase	Office Upper	1435	$ 157.85	$	**157.85**
2	43	Winston & Cashatt PS	601 W Riverside Ave #2000 Bank Of America FC	Office Upper	6631	$ 663.10	$	**663.10**
2	43	Lee & Hayes PLLC	601 W Riverside Ave #1300 Bank Of America FC	Office Upper	11275	$ 1,127.50	$	**1,127.50**
2	43	Moss Adams LLP	601 W Riverside Ave #1770 Bank Of America FC	Office Upper	7600	$ 760.00	$	**760.00**
1	28	Chapter & Verse	111 N Post St #301 Banner Bank Bldg	Office Upper	2094	$ 230.34	$	**230.34**
1	28	Chapter & Verse	111 N Post St #302 Banner Bank Bldg	Office Upper	2226	$ 244.86	$	**244.86**
1	41	CO-Lab Technologies/initial.aec	601 W Main Ave #315	Office Upper	1851	$ 203.61	$	**203.61**
1	41	Spokane Youth for Christ	601 W Main Ave #1017	Exempt	1459	$ -	$	-
2	30	Roscoe Holiday LLC	827 W 1st Ave #109	Retail Ground	722	$ 110.00	$	**110.00**
2	30	Fresh Restaurants	827 W 1st Ave #118	Retail Ground	250	$ 110.00	$	**110.00**
2	30	Intentional Hypnosis LLC	827 W 1st Ave Ste 203	Retail Upper	250	$ 110.00	$	**110.00**
2	30	Putnam Accessory Group	827 W 1st Ave #310	Retail Upper	625	$ 110.00	$	**110.00**
2	30	Murphy JIBES Properties	827 W 1st Ave #315	Office Upper	620	$ 110.00	$	**110.00**
2	30	Voya - Karla Greer	827 W 1st Ave #322	Office Upper	250	$ 110.00	$	**110.00**
2	30	AIA Spokane	827 W 1st Ave #323	Office Upper	290	$ 110.00	$	**110.00**
2	30	Counter Column Accounting	827 W 1st Ave #420	Office Upper	600	$ 110.00	$	**110.00**
2	30	Reed Jensen	827 W 1st Ave #422	Office Upper	250	$ 110.00	$	**110.00**
1	47	QBSI	510 W Riverside Ave #100	Retail Ground	3451	$ 931.77	$	**931.77**
1	47	312 Productions	510 W Riverside Ave #500 Cutter Tower	Office Upper	4536	$ 498.96	$	**498.96**
3	83	Occam Video Solutions LLC	107 S Cedar St Eldridge Bldg	Retail Ground	2100	$ 252.00	$	**252.00**
3	83	River City Brewing	121 S Cedar St	Retail Ground	900	$ 110.00	$	**110.00**
2	9	Lush Salon	122 S Monroe St #202	Retail Upper	1470	$ 147.00	$	**147.00**
2	9	Heritage Bar & Kitchen	122 S Monroe Street	Retail Ground	1775	$ 266.25	$	**266.25**
2	17	Community Frameworks	905 W Riverside Ave #103	Office Upper	2715	$ 271.50	$	**271.50**
2	17	Frank & Jennifer Wynn	905 W Riverside Ave #214A	Office Upper	265	$ 110.00	$	**110.00**
2	17	Spokane Consolidated Railways	905 W Riverside Ave #304	Office Upper	445	$ 110.00	$	**110.00**
2	17	Anthony Stalker	905 W Riverside Ave #305	Office Upper	240	$ 110.00	$	**110.00**
2	17	Transcend Executive Group	905 W Riverside Ave #311	Office Upper	2187	$ 218.70	$	**218.70**
2	17	Morning Star Foundation	905 W Riverside Ave #316	Office Upper	400	$ 110.00	$	**110.00**
2	17	OAC Services	905 W Riverside Ave #510 Great Western Bldg	Office Upper	1045	$ 110.00	$	**110.00**
2	17	Marken Law Group	905 W Riverside Ave #603	Office Upper	265	$ 110.00	$	**110.00**
2	17	Primum Healthcare Solutions LLC	905 W Riverside Ave #607	Office Upper	1100	$ 110.00	$	**110.00**
1	34	Umpqua Bank	707 W Main Ave #550 Crescent Court	Office Upper	12395	$ 1,363.45	$	**1,363.45**
1	34	Travelers Property Casualty	707 W Main Ave #400 Crescent Court	Office Upper	17160	$ 1,887.60	$	**1,887.60**
2	51	Community Health Association of Spokane (CHAS)	203 N Washington St #202 Liberty Bldg	Exempt	3009	$ -	$	-

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2	51	Community Health Association of Spokane (CHAS)	203 N Washington St #202 Liberty Bldg	Exempt	1033	$ -	$	-
2	29	Associated Press	818 W Riverside Ave #500	Office Upper	6627	$ 662.70	$	662.70
3	6	Better Directions Counseling	1124 W Riverside Ave #LL2	Office Upper	1475	$ 132.75	$	132.75
1	32	Carla Rose-Keefe	221 N Wall St #226B	Office Upper	261	$ 110.00	$	110.00
1	32	KSB Litigations PS	221 N Wall St #210 Old City Hall	Office Upper	1299	$ 142.89	$	142.89
1	32	Great American Insurance Company	221 N Wall St #320A	Office Upper	235	$ 110.00	$	110.00
1	32	Integrated Business Network	221 N Wall St #320C	Office Upper	300	$ 110.00	$	110.00
1	32	Nicholas Knapton PS	221 N Wall St #621	Office Upper	1550	$ 170.50	$	170.50
1	32	Burke Law Group PLLC	221 N Wall St #624	Office Upper	5241	$ 576.51	$	576.51
2	50	NAI Global	107 S Howard St #201	Office Upper	290	$ 110.00	$	110.00
3	22	Cashmere	621 W Mallon Ave #304 Flour Mill	Retail Upper	1035	$ 110.00	$	110.00
3	22	Clinkerdagger	621 W Mallon Ave #201 Flour Mill	Retail Ground	407	$ 110.00	$	110.00
3	22	Axtell & Briggs PLLC	621 W Mallon Ave #608	Office Upper	960	$ 110.00	$	110.00
3	22	The Well Nest Migraine Relief & Massage Therapy	621 W Mallon Ave #609	Retail Upper	838	$ 110.00	$	110.00
3	64	Washington Policy Center	9 S Washington St #212	Office Upper	800	$ 110.00	$	110.00
3	64	House Representative Jeff Holy	9 S Washington St #302	Exempt	500	$ -	$	-
3	64	Allison Morgan Counseling	9 S Washington St #310	Office Upper	1277	$ 114.93	$	114.93
3	64	Mass Mutual	9 S Washington St #415	Office Upper	3200	$ 288.00	$	288.00
2	54	Sodemann Documents Services Inc	421 W Riverside Ave #980 Paulsen Center	Office Upper	306	$ 110.00	$	110.00
3	24	Stifel, Nicolaus & Company Inc	201 W North River Dr #200	Office Upper	7525	$ 677.25	$	677.25
3	24	Edward D. Jones & Co LP	201 W North River Dr #440	Office Upper	991	$ 110.00	$	110.00
3	24	Waddell & Reed	201 W North River Dr #500	Office Upper	2136	$ 192.24	$	192.24
3	24	Vista Title & Escrow	201 W North River Dr #205	Office Upper	7316	$ 658.44	$	658.44
2	54	Cloud Engage	421 W Riverside Ave #1555B	Office Upper	1795	$ 179.50	$	179.50
2	54	Nalco Chemical Company	421 W Riverside Ave #774 Paulsen Center	Office Upper	459	$ 110.00	$	110.00
2	54	Downtown Dental	421 W Riverside Ave #880 Paulsen Center	Office Upper	295	$ 110.00	$	110.00
2	54	Shaw Contract	421 W Riverside Ave #468	Office Upper	708	$ 110.00	$	110.00
2	54	Spokane Regional Transportation Council (SRTC)	421 W Riverside Ave #500 Paulsen Center	Office Upper	4200	$ 420.00	$	420.00
2	54	Patrick Day, AIF	421 W Riverside Ave #717	Office Upper	791	$ 110.00	$	110.00
2	54	Department of Services for the Blind	421 W Riverside Ave #830	Exempt	2840	$ -	$	-
2	54	Feltman Ewing PS	421 W Riverside Ave #1400 875A Paulsen Center	Office Upper	5583	$ 558.30	$	558.30
2	54	Inland Northwest Bank	421 W Riverside Ave #113 772 Paulsen Center	Office Upper	21366	$ 2,136.60	$	2,136.60
2	54	Diamond Parking Services LLC	421 W Riverside Ave #1250	Office Upper	2979	$ 297.90	$	297.90
1	34	Willamette Valley Bank	110 N Post St	Retail Ground	6000	$ 1,620.00	$	1,620.00
2	36	Belle Vie Massage Studio	2 N Post St	Retail Ground	572	$ 110.00	$	110.00
2	36	Coffman Engineers	10 N Post St #500 Peyton Bldg	Office Upper	3929	$ 392.90	$	392.90
2	36	State of Washington	10 N Post St #446 Peyton Bldg	Exempt	1509	$ -	$	-
2	36	Downtown Spokane Partnership	10 N. Post St.	Office Upper	3598	$ 359.80		
2	36	Downtown Spokane Partnership	10 N. Post St.	Office Upper	423	$ 42.30	$	402.10
2	36	Barbara Kraxberger, Acupuncturist	10 N Post St #648	Office Upper	184	$ 110.00	$	110.00
2	36	Van Valkenburg Law	10 N Post St #650	Office Upper	207	$ 110.00	$	110.00
2	36	American Exploration & Mining	10 N Post St #305	Office Upper	2500	$ 250.00	$	250.00
2	36	American Exploration & Mining	10 N Post St #305	Office Upper	172	$ 110.00	$	110.00
2	36	Federal Defenders of Eastern Washington & Idaho	10 N Post St #700	Office Upper	11612	$ 1,161.20	$	1,161.20
1	26	Pendleton	808 W Main Ave #218	Retail Skywalk	4000	$ 1,080.00	$	1,080.00
2	17	Gold Reserve Inc	999 W Riverside Ave #401	Office Upper	5100	$ 510.00	$	510.00
2	29	Black Realty Management / Black Commercial	801 W Riverside Ave #400	Office Upper	5200	$ 520.00	$	520.00
2	29	Greater Spokane Incorporated	801 W Riverside Ave Ste 100	Office Ground	8200	$ 1,148.00	$	1,148.00

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2	29	Greater Spokane Incorporated	801 W Riverside Ave Ste 100	Office Upper	8200	$ 820.00	$	**820.00**
2	29	SCORE Spokane, Chapter 180	801 W Riverside Ave #444	Exempt	3000	$ -	$	-
1	35	HK Telecom Inc	701 W Riverside Ave #A	Retail Ground	1740	$ 469.80	$	**469.80**
1	35	BlueJay Coffee	701 W Riverside Ave #C	Retail Ground	682	$ 184.14	$	**184.14**
2	49	Family Services Spokane	7 S Howard St #300 Symons Bldg	Exempt	1887	$ -	$	-
2	49	Gerl Law Office	7 S Howard St #416	Office Upper	915	$ 110.00	$	**110.00**
2	49	US Volleyball Association - Evergreen Association	7 S Howard St #418	Office Upper	1081	$ 110.00	$	**110.00**
2	49	Barrett Scudder	7 S Howard St #420	Office Upper	380	$ 110.00	$	**110.00**
1	39	M Apartments	612 W Main Ave	Apartments	99	$ 495.00	$	**495.00**
1	39	Nike Factory Store - Spokane	618 W Main Ave	Retail Ground	12186	$ 3,290.22	$	**3,290.22**
1	39	Stay Alfred	612 W Main Ave #300	Hotels & Motels	15	$ 375.00	$	**375.00**
2	53	Zayo Bandwidth NW	422 W Riverside Ave #1501 USBank Bldg	Office Upper	975	$ 110.00	$	**110.00**
2	53	Cutting Edge Communications	422 W Riverside Ave #1508 USBank Bldg	Office Upper	266	$ 110.00	$	**110.00**
2	53	Cutting Edge Communications	422 W Riverside Ave #1509 USBank Bldg	Office Upper	221	$ 110.00	$	**110.00**
2	53	Yoder, Medina, Campbell	422 W Riverside Ave #501 USBank Bldg	Office Upper	4654	$ 465.40	$	**465.40**
2	53	Hutton Settlement	422 W Riverside Ave. #618 USBank Bldg	Exempt	136	$ -	$	-
2	53	Schoedel & Schoedel CPA's PLLC	422 W Riverside Ave #1524 USBank Bldg	Office Upper	1012	$ 110.00	$	**110.00**
2	53	Richter Wimberley PS	422 W Riverside Ave #308 USBank Bldg	Office Upper	382	$ 110.00	$	**110.00**
2	53	Witherspoon Kelley	422 W Riverside Ave #900 USBank Bldg	Office Upper	3053	$ 305.30	$	**305.30**
2	53	Witherspoon Kelley	422 W Riverside Ave #1000 USBank Bldg	Office Upper	10967	$ 1,096.70	$	**1,096.70**
2	53	Witherspoon Kelley	422 W Riverside Ave #1532 USBank Bldg	Office Upper	296	$ 110.00	$	**110.00**
2	53	Witherspoon Kelley	422 W Riverside Ave #1534 USBank Bldg	Office Upper	519	$ 110.00	$	**110.00**
2	53	US Bank of Washington	422 W Riverside Ave #101B USBank Bldg	Office Ground	6294	$ 881.16	$	**881.16**
2	53	US Bank of Washington	422 W Riverside Ave #1500 USBank Bldg	Office Upper	14940	$ 1,494.00	$	**1,494.00**
2	53	US Bank of Washington	422 W Riverside Ave #1200 USBank Bldg	Office Upper	11973	$ 1,197.30	$	**1,197.30**
2	53	Richards, Merrill & Peterson Inc	422 W Riverside Ave #1314 USBank Bldg	Office Upper	906	$ 110.00	$	**110.00**
2	53	Joseph L. Schmitz	422 W Riverside Ave #422 USBank Bldg	Office Upper	2343	$ 234.30	$	**234.30**
2	53	Joseph L. Schmitz	422 W Riverside Ave #422 USBank Bldg	Office Upper	270	$ 110.00	$	**110.00**
2	53	Aviat Inc	422 W Riverside Ave #1414	Office Upper	400	$ 110.00	$	**110.00**
1	40	Wheatland Bank	222 N Wall St #308 Wheatland FC	Retail Ground	3852	$ 1,040.04	$	**1,040.04**
1	40	MW Consulting Engineers	222 N Wall St #416 Wheatland FC	Office Upper	1020	$ 112.20	$	**112.20**
2	37	Paine Hamblen LLP	717 W Sprague Ave #1400 WTFC	Office Upper	11130	$ 1,113.00	$	**1,113.00**
2	56	Lee Frame Shop & Custom Framing Gallery	421 W 1st Ave	Retail Ground	1300	$ 195.00	$	**195.00**
2	37	Washington Trust Bank	717 W Sprague Ave #200 WTFC	Office Upper	323	$ 110.00	$	**110.00**
2	37	Washington Trust Bank	717 W Sprague Ave #400 WTFC	Office Upper	2289	$ 228.90	$	**228.90**
2	37	Washington Trust Bank	717 W Sprague Ave #600 WTFC	Office Upper	11255	$ 1,125.50	$	**1,125.50**
2	37	Washington Trust Bank	717 W Sprague Ave #700 WTFC	Office Upper	11130	$ 1,113.00	$	**1,113.00**
2	37	Washington Trust Bank	717 W Sprague Ave #900 WTFC	Office Upper	10308	$ 1,030.80	$	**1,030.80**
2	37	Washington Trust Bank	717 W Sprague Ave #1000 WTFC	Office Upper	10202	$ 1,020.20	$	**1,020.20**
2	37	Washington Trust Bank	717 W Sprague Ave #1100 WTFC	Office Upper	7412	$ 741.20	$	**741.20**
2	37	Washington Trust Bank	717 W Sprague Ave #1166 WTFC	Office Upper	3701	$ 370.10	$	**370.10**
2	37	Bennett, Bigelow & Leedom PS	717 W Sprague Ave #1202	Office Upper	4088	$ 408.80	$	**408.80**
2	45	Potlatch Corporation	601 W 1st Ave #901 1500 1600 Wells Fargo FC	Office Upper	11365	$ 1,136.50	$	**1,136.50**
2	45	Wells Fargo Corporate Properties	601 W 1st Ave #700 Wells Fargo FC	Office Upper	10971	$ 1,097.10	$	**1,097.10**
2	45	Wells Fargo Corporate Properties	601 W 1st Ave #800 Wells Fargo FC	Office Upper	10971	$ 1,097.10	$	**1,097.10**
2	45	Visit Spokane	717 W Sprague Ave #1000	Office Upper	11753	$ 1,175.30	$	**1,175.30**
2	18	Bing Crosby Theater	901 W. Sprague Ave	Theaters	756	$ 1,791.72	$	**1,791.72**
1	26	Hope Outfitters	808 W Main Ave #216	Retail Upper	1783	$ 196.13	$	**196.13**

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2	48	Hughes & Nelson	505 W Riverside Ave #600	Office Upper	822	$ 110.00	$	**110.00**
2	31	Davenport Hotel Parking Garage	813 W 1st Ave	Commercial Parking	700	$ 2,184.00	$	**2,184.00**
3	61	Revive Esthetics	108 N Washington St #202 Legion Bldg	Retail Upper	1000	$ 110.00	$	**110.00**
2	43	Bank of America Parking Garage	601 W Riverside Ave	Commercial Parking	392	$ 1,223.04	$	**1,223.04**
1	46	Hieber Properties	530 W Main Ave #3 Bennett Block	Office Upper	5000	$ 550.00	$	**550.00**
3	60	The Arthur Scott Group	303 W Main Ave	Office Ground	940	$ 131.60	$	**131.60**
						$ 570,340.50	**$**	**570,340.50**

Agenda Sheet for City Council Meeting of: 12/17/2018		**Date Rec'd**	12/3/2018
		Clerk's File #	ORD C35724
		Renews #	
Submitting Dept	PLANNING	**Cross Ref #**	
Contact Name/Phone	CHRISTOPHER 625-6194	**Project #**	
Contact E-Mail	CGREEN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Final Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 - ORDINANCE APPROVING & CONFIRMING 2019 ASSESSMENTS FOR E		

Agenda Wording

An Ordinance approving and confirming the 2019 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

Summary (Background)

The City Council approved Resolution No. 2018-0086 which gave notice that the City Council would hold a public hearing on the 2019 Assessment Roll for the East Sprague Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	
Division Director	KINDER, DAWN	**Other**	City Council Mtg
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	PICCOLO, MIKE	cgreen@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		dkinder@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	mpiccolo@spokanecity.org	
		jhensley@spokanecity.org	
		laverne@accessunified.net	

ORDINANCE NO. C35724

AN ORDINANCE APPROVING AND CONFIRMING THE 2019 ASSESSMENTS AND ASSESSMENT ROLL FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-35377 AS CODIFIED AND AMENDED IN CHAPTER 4.31C SMC.

WHEREAS, the Spokane City Council on October 22, 2018 passed Resolution 2018 - 0086, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2018 - 0086, a public hearing was held on December 17, 2018 to take public testimony regarding the assessments and assessment roll for the East Sprague Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the East Sprague Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2019 assessments and the assessment roll of the East Sprague Parking and Business Improvement Area, established under Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-35377, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

Section 3. Pursuant to SMC 4.31C.100, the projects, programs, activities and budget for the 2019 East Sprague Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31st day of January, 2019, and the second half of the assessment due and payable on the 31st day of July, 2019. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars ($100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Mayor

Date

Effective Date

APPENDIX A – 2019

EAST SPRAGUE
BUSINESS IMPROVEMENT DISTRICT
Special Assessment Matrix

Estimated Annual Revenue	% Assessment based on Land Square Footage (LSF)		% Assessment based on Taxable Assessed Value (TAV)	Total Parcels
$62,185.37	75%		25%	233
Benefit Area by Zone	Minimums	Maximums	Rate per LSF	Rate per $1,000 TAV
Center and Corridor (Commercial)	$200	$1,000	2.6 cents	60 cents
General Commercial	$100	$500	1.4 cents	30 cents
Industrial	$50	$250	0.6 cents	15 cents

2019 represents the fourth assessment year and the first year in the second three year assessment cycle for the East Sprague BID. As per section 4.31C.040.C.2.c. of the Spokane Municipal Code, for the fourth assessment year (2019), the assessment rate on lot square foot (LSF) will be increased by an Inflationary Factor equal to the percentage change in CPI for All Urban Consumers (CPI-U) West Region since the first assessment year. The taxable assessed value rate remains the same.

The CPI for All Urban Consumers (CPI-U): West Region between June 2016 and June 2018 was 6.24 percent. Therefore, previous assessment rates per LSF were increased by 6.24 percent for 2018 assessment year.

			Owner			Lot Square Feet (LSF)			Total Assessed Value (TAV)			
PID_Num	Zone	Owner Name	Address	City	State	ZIP	LSF	LSF AM	Assessment	TAV	TAV AM	TAV Assessment	Net Assessment
35163.2901	3	BREESNEE JR, JAMES M & KARLA L	130 N NAPA ST	SPOKANE	WA	99202-	6745	$ 0.0063	$ 42.49	18,160	$ 0.15	$ 2.72	**$ 50.00**
35163.2902	3	BREESNEE JR, JAMES M & KARLA L	130 N NAPA ST	SPOKANE	WA	99202-	6390	$ 0.0063	$ 40.26	175,180	$ 0.15	$ 26.28	**$ 66.53**
35163.2903	3	CK VENTURES, LLC	10020 NE 72ND AVE #104	VANCOUVER	WA	98686-6041	6390	$ 0.0063	$ 40.26	15,980	$ 0.15	$ 2.40	**$ 50.00**
35163.2904	3	CK VENTURES, LLC	10020 NE 72ND AVE #104	VANCOUVER	WA	98686-6041	6390	$ 0.0063	$ 40.26	170,480	$ 0.15	$ 25.57	**$ 65.83**
35163.2907	3	BECK, MARK J	4109 E EMERALD AVE	MEAD	WA	99021-9534	6390	$ 0.0063	$ 40.26	50,580	$ 0.15	$ 7.59	**$ 50.00**
35163.2908	3	BECK, MARK J	4109 E EMERALD AVE	MEAD	WA	99021-9534	6390	$ 0.0063	$ 40.26	15,980	$ 0.15	$ 2.40	**$ 50.00**
35163.2912	3	HARGREAVES, DAVID T	2036 S Parkwood Cir	SPOKANE	WA	99223-5037	6390	$ 0.0063	$ 40.26	106,480	$ 0.15	$ 15.97	**$ 56.23**
35163.2913	3	FAUSETT, HARLEY	115 N CRESTLINE ST	SPOKANE	WA	99202	6390	$ 0.0063	$ 40.26	85,880	$ 0.15	$ 12.88	**$ 53.14**
35163.2914	3	PALMER, J / MANCINI-PALMER, E / PALMER K	5512 S OAKRIDGE DR	SPOKANE	WA	99224	6390	$ 0.0063	$ 40.26	105,580	$ 0.15	$ 15.84	**$ 56.09**
35163.2915	3	QUIGLEY INVESTMENT CO/QUIGLEY, JOHN P	601 W MAIN STE 400	SPOKANE	WA	99201	6390	$ 0.0063	$ 40.26	239,180	$ 0.15	$ 35.88	**$ 76.13**
35163.2916	3	QUIGLEY INVESTMENT CO/QUIGLEY, JOHN P	601 W MAIN STE 400	SPOKANE	WA	99201	13,135	$ 0.0063	$ 82.75	45,350	$ 0.15	$ 6.80	**$ 89.55**
35163.2917	3	GARBER, DEL R	PO BOX 18039	SPOKANE	WA	99228	12,780	$ 0.0063	$ 80.51	246,850	$ 0.15	$ 37.03	**$ 117.54**
35163.2919	3	CYCLONE SALES & SERVICE LTD	120 N BESSIE RD	SPOKANE	WA	99212-2849	12,780	$ 0.0063	$ 80.51	152,460	$ 0.15	$ 22.87	**$ 103.38**
35163.3001	3	SCHOOL YARD BILLY, LLC	1157 FEDERAL AVE E	SEATTLE	WA	98102-4314	108,750	$ 0.0063	$ 685.13	847,690	$ 0.15	$ 127.15	**$ 250.00**
35163.3101	3	TEMPLIN-THOMPSON INVESTMENTS LLC	115 N MAGNOLIA	SPOKANE	WA	99202	6,745	$ 0.0063	$ 42.49	15,180	$ 0.15	$ 2.28	**$ 50.00**
35163.3106	3	TORMINOS PROPERTIES, LLC	2706 E MT VERNON CT	SPOKANE	WA	99223-	6,390	$ 0.0063	$ 40.26	114,780	$ 0.15	$ 17.22	**$ 57.47**
35163.3107	3	QUIGLEY INVEST	601 W MAIN AVE STE 400	SPOKANE	WA	99201-0674	6,390	$ 0.0063	$ 40.26	14,380	$ 0.15	$ 2.16	**$ 50.00**
35163.3120	3	TEMPLIN-THOMPSON INVESTMENTS LLC	23 E ROSCOE CT	SPOKANE	WA	99224	45,085	$ 0.0063	$ 284.04	805,440	$ 0.15	$ 120.82	**$ 250.00**
35163.3121	3	STANDAL INVESTMENTS, LLC	3337 W HORIZON AVE	SPOKANE	WA	99208-8812	19,166	$ 0.0063	$ 120.75	390,920	$ 0.15	$ 58.64	**$ 179.38**
35163.3201	3	HACKNEY,D & S/MORSE,D/SOLIDAY	134 N MADELIA	SPOKANE	WA	99202-	6,745	$ 0.0063	$ 42.49	171,780	$ 0.15	$ 25.77	**$ 68.26**
35163.3202	3	HACKNEY,D & S/MORSE,D/SOLIDAY	PO BOX 2762	SPOKANE	WA	99220	6,390	$ 0.0063	$ 40.26	206,380	$ 0.15	$ 30.96	**$ 71.21**
35163.3203	3	GARY L MCLAUGHLIN MARITAL TRUST/MCLAUGHLIN, MARY	7718 N PANORAMA DR	SPOKANE	WA	99208	6,390	$ 0.0063	$ 40.26	14,380	$ 0.15	$ 2.16	**$ 50.00**
35163.3204	3	GARY L MCLAUGHLIN MARITAL TRUST/MCLAUGHLIN, MARY	7718 N PANORAMA DR	SPOKANE	WA	99208	6,390	$ 0.0063	$ 40.26	112,680	$ 0.15	$ 16.90	**$ 57.16**
35163.3205	3	GARY L MCLAUGHLIN MARITAL TRUST/MCLAUGHLIN, MARY	7718 N PANORAMA DR	SPOKANE	WA	99208	5,680	$ 0.0063	$ 35.78	12,780	$ 0.15	$ 1.92	**$ 50.00**
35163.3206	3	RIGG, RICKY A & QIN Z	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	7,100	$ 0.0063	$ 44.73	15,980	$ 0.15	$ 2.40	**$ 50.00**
35163.3207	3	RIGG, RICKY A & QIN Z	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	6,390	$ 0.0063	$ 40.26	14,380	$ 0.15	$ 2.16	**$ 50.00**
35163.3208	3	MEDELIA PROPERTIES, LLC	15919 S SHERMAN RD	CHENEY	WA	99004	6,390	$ 0.0063	$ 40.26	127,480	$ 0.15	$ 19.12	**$ 59.38**
35163.3210	3	RIGG, RICKY A & QIN Z	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	5,850	$ 0.0063	$ 36.86	168,360	$ 0.15	$ 25.25	**$ 62.11**
35163.3211	3	RIGG, RICKY A & QIN Z	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	3,234	$ 0.0063	$ 20.37	51,080	$ 0.15	$ 7.66	**$ 50.00**
35163.3212	3	RIGG, RICKY A & QIN Z	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	6,390	$ 0.0063	$ 40.26	15,780	$ 0.15	$ 2.37	**$ 50.00**
35163.3213	3	RIGG, RICKY A & QIN Z	1723 E RIVERSIDE AVE	SPOKANE	WA	99202	6,390	$ 0.0063	$ 40.26	16,080	$ 0.15	$ 2.41	**$ 50.00**
35163.3214	3	MCLAUGHLIN, GARY L	122 N HELENA ST	SPOKANE	WA	99202-0000	6,390	$ 0.0063	$ 40.26	14,380	$ 0.15	$ 2.16	**$ 50.00**
35163.3215	3	MCLAUGHLIN,J D/J E/G L/M L	122 N HELENA ST	SPOKANE	WA	99202-3056	6,390	$ 0.0063	$ 40.26	15,680	$ 0.15	$ 2.35	**$ 50.00**
35163.3218	3	MCCALL, JAMES C & MARILYN B	1905 S MARCUS CT	VERADALE	WA	99037	13,135	$ 0.0063	$ 82.75	382,650	$ 0.15	$ 57.40	**$ 140.15**
35163.3301	3	MCLAUGHLIN, J D	122 N HELENA ST	SPOKANE	WA	99202	57,005	$ 0.0063	$ 359.13	699,310	$ 0.15	$ 104.90	**$ 250.00**
35163.3302	3	MCLAUGHLIN, J D	122 N HELENA ST	SPOKANE	WA	99202-3056	5,680	$ 0.0063	$ 35.78	18,280	$ 0.15	$ 2.74	**$ 50.00**
35163.3303	3	TORMINO SASH INC	102 N HELENA ST	SPOKANE	WA	99202-3056	6,390	$ 0.0063	$ 40.26	14,380	$ 0.15	$ 2.16	**$ 50.00**
35163.3304	3	TORMINO SASH INC	102 N HELENA ST	SPOKANE	WA	99202-3056	6,390	$ 0.0063	$ 40.26	91,480	$ 0.15	$ 13.72	**$ 53.98**
35163.3305	3	TORMINO SASH INC	102 N HELENA ST	SPOKANE	WA	99202-3056	6,390	$ 0.0063	$ 40.26	287,980	$ 0.15	$ 43.20	**$ 83.45**
35163.3306	3	MCLAUGHLIN, J D	122 N HELENA ST	SPOKANE	WA	99202-3056	8,865	$ 0.0063	$ 55.85	79,130	$ 0.15	$ 11.87	**$ 67.72**
35163.3602	1	BFS RETAIL & COMMERCIAL OPERATIONS, LLC	333 E LAKE ST	BLOOMINGDALE	IL	60108	9,900	$ 0.0265	$ 262.35	53,700	$ 0.60	$ 32.22	**$ 294.57**
35163.3603	1	ROBERYT ATWOOD INVESTMENTS LLC	9401 N BRUCE RD	SPOKANE	WA	99217	8,934	$ 0.0265	$ 236.75	295,870	$ 0.60	$ 177.52	**$ 414.27**
35163.3604	1	BFS RETAIL & COMMERCIAL OPERATIONS, LLC	333 E LAKE ST	BLOOMINGDALE	IL	60108	8,934	$ 0.0265	$ 236.75	227,000	$ 0.60	$ 136.20	**$ 372.95**
35163.3605	1	BFS RETAIL & COMMERCIAL OPERATIONS, LLC	333 E LAKE ST	BLOOMINGDALE	IL	60108	28,500	$ 0.0265	$ 755.25	577,500	$ 0.60	$ 346.50	**$ 1,000.00**
35163.3701	1	PROPERTY, THOMAS	PO BOX 3792	SPOKANE	WA	99220	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	**$ 200.00**
35163.3702	1	LASAC INVESTMENTS, LLC	PO BOX 4095	SPOKANE	WA	99220	6,000	$ 0.0265	$ 159.00	17,700	$ 0.60	$ 10.62	**$ 200.00**
35163.3703	1	1514, LLC	507 W SOUND AVE	SPOKANE	WA	99204-3730	6,000	$ 0.0265	$ 159.00	157,700	$ 0.60	$ 94.62	**$ 253.62**

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35163.3704	1	REGENERATED START, LLC	PO BOX 736	BAYVIEW	ID	83803	6,000	$	0.0265	$	159.00	13,500	$	0.60	$	8.10	$	**200.00**
35163.3705	1	REGENERATED START, LLC	PO BOX 736	BAYVIEW	ID	83803	6,000	$	0.0265	$	159.00	39,700	$	0.60	$	23.82	$	**200.00**
35163.3706	1	TORMINO, JOHN JK	2706 E MOUNT VERNON CT	SPOKANE	WA	99223-5026	6,000	$	0.0265	$	159.00	13,500	$	0.60	$	8.10	$	**200.00**
35163.3707	1	ORCUTT, JAMES & JODIE A	107 S Howard Street #500	SPOKANE	WA	99201	12,000	$	0.0265	$	318.00	155,800	$	0.60	$	93.48	$	**411.48**
35163.3708	1	REGENERATED START, LLC	PO BOX 736	BAYVIEW	ID	83803	6,000	$	0.0265	$	159.00	184,200	$	0.60	$	110.52	$	**269.52**
35163.3709	1	FAKE FROWNS LLC	PO BOX 52865	BELLEVUE	WA	98015	6,000	$	0.0265	$	159.00	246,100	$	0.60	$	147.66	$	**306.66**
35163.3710	1	LASAC INVESTMENTS, LLC	42 N HOGAN ST	SPOKANE	WA	99202	12,000	$	0.0265	$	318.00	661,800	$	0.60	$	397.08	$	**715.08**
35163.3804	1	TORMINO SASH CO	102 N HELENA ST	SPOKANE	WA	99202-3056	6,000	$	0.0265	$	159.00	41,600	$	0.60	$	24.96	$	**200.00**
35163.3811	1	ROSS PRINTING CO	1611 E SPRAGUE AVE	SPOKANE	WA	99202-3114	52,776	$	0.0265	$	1,398.56	1,607,870	$	0.60	$	964.72	$	**1,000.00**
35163.3901	1	ACME TV HOME & OFFICE	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	6,400	$	0.0265	$	169.60	140,900	$	0.60	$	84.54	$	**254.14**
35163.3902	1	ACME ELECTRONICS SERVICES INC	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	6,400	$	0.0265	$	169.60	18,000	$	0.60	$	10.80	$	**200.00**
35163.3904	1	RIVERSIDE DEVELOPMENT LLC	PO BOX 3611	SPOKANE	WA	99220-3611	12,800	$	0.0265	$	339.20	91,500	$	0.60	$	54.90	$	**394.10**
35163.3906	1	HANLEY, JAMES L & SUSAN	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	6,400	$	0.0265	$	169.60	155,500	$	0.60	$	93.30	$	**262.90**
35163.3907	1	ACME ELECT SER	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	6,400	$	0.0265	$	169.60	257,400	$	0.60	$	154.44	$	**324.04**
35163.3908	1	HANLEY, JAMES L & SUSAN	1727 E SPRAGUE AVE	SPOKANE	WA	99202-3116	6,400	$	0.0265	$	169.60	380,500	$	0.60	$	228.30	$	**397.90**
35163.3909	1	HANLEY, JAMES L & SUSAN M	PO BOX 3611	SPOKANE	WA	99220-3611	6,400	$	0.0265	$	169.60	35,200	$	0.60	$	21.12	$	**200.00**
35163.3910	1	WILLARD, CAROL E	2025 W 9TH AVE	SPOKANE	WA	99204-4348	6,400	$	0.0265	$	169.60	52,600	$	0.60	$	31.56	$	**201.16**
35163.3913	1	RIVERSIDE DEVELOPMENT LLC	PO BOX 3611	SPOKANE	WA	99220-3611	12,800	$	0.0265	$	339.20	150,800	$	0.60	$	90.48	$	**429.68**
35163.4001	1	ROGERS REVOCABLE TRUST	PO BOX 3801	SPOKANE	WA	99220	3,750	$	0.0265	$	99.38	76,240	$	0.60	$	45.74	$	**200.00**
35163.4002	1	ROGERS REVOCABLE TRUST	PO BOX 3801	SPOKANE	WA	99220	2,250	$	0.0265	$	59.63	29,860	$	0.60	$	17.92	$	**200.00**
35163.4003	1	ROGERS REVOCABLE TRUST	PO BOX 3801	SPOKANE	WA	99220	6,000	$	0.0265	$	159.00	13,900	$	0.60	$	8.34	$	**200.00**
35163.4004	1	ROGERS REVOCABLE TRUST	PO BOX 3801	SPOKANE	WA	99220	6,000	$	0.0265	$	159.00	59,200	$	0.60	$	35.52	$	**200.00**
35163.4005	1	ROGERS REVOCABLE TRUST	PO BOX 3801	SPOKANE	WA	99220	6,000	$	0.0265	$	159.00	14,300	$	0.60	$	8.58	$	**200.00**
35163.4008	1	D & R SCHWARTZ HOLDINGS, LLC	11018 S LATAH LN	Spokane	WA	99223-9678	2,325	$	0.0265	$	61.61	5,230	$	0.60	$	3.14	$	**200.00**
35163.4009	1	D & R SCHWARTZ HOLDINGS, LLC	11018 S LATAH LN	Spokane	WA	99223-9678	12,000	$	0.0265	$	318.00	234,000	$	0.60	$	140.40	$	**458.40**
35163.4010	1	PANSIE TRUST, MARGARET F	1748 N NELSON	SPOKANE	WA	99207	6,000	$	0.0265	$	159.00	141,900	$	0.60	$	85.14	$	**244.14**
35163.4011	1	MCLENDON, WILLIAM / RICHARD	1811 E SPRAGUE AVE	SPOKANE	WA	99202	6,000	$	0.0265	$	159.00	180,700	$	0.60	$	108.42	$	**267.42**
35163.4014	1	TYSON, GERALD R & PORNSUVAN	3919 E TRENT AVE	SPOKANE	WA	99202	12,000	$	0.0265	$	318.00	246,800	$	0.60	$	148.08	$	**466.08**
35163.4102	1	RANTZOW, CARL O & ROSALIE	1910 E RIVERSIDE	SPOKANE	WA	99202	6,000	$	0.0265	$	159.00	118,800	$	0.60	$	71.28	$	**230.28**
35163.4103	1	RANTZOW, CARL O & ROSALIE	1910 E RIVERSIDE	SPOKANE	WA	99202	6,000	$	0.0265	$	159.00	13,500	$	0.60	$	8.10	$	**200.00**
35163.4104	1	RANTZOW, CARL & ROSELIE	1910 E RIVERSIDE	SPOKANE	WA	99202	6,000	$	0.0265	$	159.00	48,200	$	0.60	$	28.92	$	**200.00**
35163.4105	1	RANTZOW JR, CARL O & ROSELIE S	1910 E RIVERSIDE	SPOKANE	WA	99202	6,000	$	0.0265	$	159.00	13,500	$	0.60	$	8.10	$	**200.00**
35163.4106	1	ANDERSON, MARK T & STEFFANIE	23 N NAPA ST	SPOKANE	WA	99202-	3,500	$	0.0265	$	92.75	173,650	$	0.60	$	104.19	$	**200.00**
35163.4107	1	ANDERSON, MARK T & STEFFANIE	23 N NAPA ST	SPOKANE	WA	99202-	2,500	$	0.0265	$	66.25	7,250	$	0.60	$	4.35	$	**200.00**
35163.4108	1	SDS 9TEEN SPRAGUE DEVELOPMENT LLC	108 N WASHINGTON ST STE 50	SPOKANE	WA	99201	6,000	$	0.0265	$	159.00	34,300	$	0.60	$	20.58	$	**200.00**
35163.4109	1	SDS 9TEEN SPRAGUE DEVELOPMENT LLC	108 N WASHINGTON ST STE 50	SPOKANE	WA	99201	6,000	$	0.0265	$	159.00	336,400	$	0.60	$	201.84	$	**360.84**
35163.4110	1	MAGERS, EDWIN P & NICOLE L	1919 S SHAMROCK DR	SPOKANE VALLEY	WA	99016	12,000	$	0.0265	$	318.00	190,600	$	0.60	$	114.36	$	**432.36**
35163.4111	1	CCRC, LLC	1325 W 1ST AVE #210	SPOKANE	WA	99201	12,000	$	0.0265	$	318.00	259,800	$	0.60	$	155.88	$	**473.88**
35163.4207	1	VAN BELLE, JERRY L	2609 N PINES RD #10	SPOKANE VALLEY	WA	99206	6,000	$	0.0265	$	159.00	103,700	$	0.60	$	62.22	$	**221.22**
35163.4208	1	VAN BELLE, JERRY L	2609 N PINES RD #10	SPOKANE VALLEY	WA	99206	6,000	$	0.0265	$	159.00	35,100	$	0.60	$	21.06	$	**200.00**
35163.4209	1	FROELICH JR, WALTER & AUTUMN G	8024 E WOODVIEW DR	SPOKANE	WA	99212	12,000	$	0.0265	$	318.00	67,200	$	0.60	$	40.32	$	**358.32**
35163.4210	1	FROELICH JR, WALTER A & AUTUMN G	3824 E 24TH AVE	SPOKANE	WA	99223-5548	12,000	$	0.0265	$	318.00	131,500	$	0.60	$	78.90	$	**396.90**
35163.4213	1	FROELICH JR, WALTER A & AUTUMN G	3824 E 24TH AVE	SPOKANE	WA	99223-5548	7,333	$	0.0265	$	194.32	216,100	$	0.60	$	129.66	$	**323.98**
35163.4214	1	INLAND NORTHWEST INVESTMENTS, LLC	2018 E RIVERSIDE AVE STE 4	SPOKANE	WA	99202-5068	6,286	$	0.0265	$	166.58	14,140	$	0.60	$	8.48	$	**200.00**
35163.4215	1	INLAND NORTHWEST INVESTMENTS, LLC	2018 E RIVERSIDE AVE STE 4	SPOKANE	WA	99202-5068	25,654	$	0.0265	$	679.83	619,120	$	0.60	$	371.47	$	**1,000.00**
35164.2501	1	CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201	6,000	$	0.0265	$	159.00	13,500	$	0.60	$	8.10	$	**200.00**
35164.2503	1	THAYER, PATRICIA A	385 KLUTH ST	PRIEST LAKE	ID	83856	6,000	$	0.0265	$	159.00	112,200	$	0.60	$	67.32	$	**226.32**
35164.2504	1	STRATEGY WORKS, LLC	909 3RD ST S	NAMPA	ID	83651	6,000	$	0.0265	$	159.00	126,900	$	0.60	$	76.14	$	**235.14**
35164.2507	1	SCHULER, GORDAN	2913 E 18TH AVE	SPOKANE	WA	99223-5001	6,000	$	0.0265	$	159.00	39,500	$	0.60	$	23.70	$	**200.00**

35164.2508	1	JACOBS, CYNTHIA	2523 E SPRAGUE AVE	SPOKANE	WA	99202-3936	6,000	$ 0.0265	$ 159.00	128,700	$ 0.60	$ 77.22	$	**236.22**
35164.2509	1	SPRAGUE E 2515, LLC	PO BOX 9328	SPOKANE	WA	99209	12,000	$ 0.0265	$ 318.00	146,100	$ 0.60	$ 87.66	$	**405.66**
35164.2510	1	INLAND NORTHWEST INVESTMENTS, LLC	2018 E RIVERSIDE AVE STE 4	SPOKANE	WA	99202-5068	12,000	$ 0.0265	$ 318.00	147,900	$ 0.60	$ 88.74	$	**406.74**
35164.2601	1	WANG LIVING TRUST	4909 E 17TH CRT	SPOKANE	WA	99223	6,000	$ 0.0265	$ 159.00	15,300	$ 0.60	$ 9.18	$	**200.00**
35164.2602	1	CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	$	**200.00**
35164.2603	1	CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	$	**200.00**
35164.2604	1	CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201	6,000	$ 0.0265	$ 159.00	36,100	$ 0.60	$ 21.66	$	**200.00**
35164.2607	1	MARNEY FAMILY VENTURES LLC	3717 E 12TH AVE	SPOKANE	WA	99202	6,000	$ 0.0265	$ 159.00	145,300	$ 0.60	$ 87.18	$	**246.18**
35164.2608	1	WAITING, GREGORY C & CINDY A	2423 E SPRAGUE AVE	SPOKANE	WA	99202	6,000	$ 0.0265	$ 159.00	92,100	$ 0.60	$ 55.26	$	**214.26**
35164.2609	1	CHIU, VAN	3605 E 15TH AVE	SPOKANE	WA	99223-3608	6,000	$ 0.0265	$ 159.00	30,000	$ 0.60	$ 18.00	$	**200.00**
35164.2610	1	CHIU, VAN	3605 E 15TH AVE	SPOKANE	WA	99223-3608	6,000	$ 0.0265	$ 159.00	43,000	$ 0.60	$ 25.80	$	**200.00**
35164.2611	1	WANG LIVING TRUST	4909 E 17TH CRT	SPOKANE	WA	99223	6,000	$ 0.0265	$ 159.00	31,100	$ 0.60	$ 18.66	$	**200.00**
35164.2612	1	WANG LIVING TRUST	4909 E 17TH CRT	SPOKANE	WA	99223	5,976	$ 0.0265	$ 158.36	308,080	$ 0.60	$ 184.85	$	**343.21**
35164.2710	1	PARK, WALAYA P / SITHAMMALAT, SIANOUXAY	327 E LACROSSE AVE	SPOKANE	WA	99207-1754	6,000	$ 0.0265	$ 159.00	64,800	$ 0.60	$ 38.88	$	**200.00**
35164.2712	1	CAST-A, LLC	111 W ELCLIFF AVE	SPOKANE	WA	99218	18,000	$ 0.0265	$ 477.00	99,000	$ 0.60	$ 59.40	$	**536.40**
35164.2713	1	CAST-A, LLC	111 W ELCLIFF AVE	SPOKANE	WA	99218	18,000	$ 0.0265	$ 477.00	259,100	$ 0.60	$ 155.46	$	**632.46**
35164.2801	1	BERGLUND, GORDIA O	17210 W MEDICAL LAKE 4 LAKE	MEDICAL LAKE	WA	99022	12,000	$ 0.0265	$ 318.00	119,500	$ 0.60	$ 71.70	$	**389.70**
35164.2802	1	RIVERSIDE PARTNERS GROUP LLC	PO BOX 3612	SEATTLE	WA	98124	6,000	$ 0.0265	$ 159.00	216,800	$ 0.60	$ 130.08	$	**289.08**
35164.2803	1	RIVERSIDE PARTNERS GROUP LLC	PO BOX 3612	SEATTLE	WA	98124	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	$	**200.00**
35164.2804	1	ROBERT & GEORGIA I TOMBARI LLC	2215 E ILLINOIS AVE	SPOKANE	WA	99207	6,000	$ 0.0265	$ 159.00	101,000	$ 0.60	$ 60.60	$	**219.60**
35164.2805	1	ROBERT & GEORGIA I TOMBARI LLC	2215 E ILLINOIS AVE	SPOKANE	WA	99207	6,000	$ 0.0265	$ 159.00	119,000	$ 0.60	$ 71.40	$	**230.40**
35164.2809	1	GREEN TURTLE INVESTMENTS, LLC	2211 E SPRAGUE AVE	SPOKANE	WA	99202	6,000	$ 0.0265	$ 159.00	33,000	$ 0.60	$ 19.80	$	**200.00**
35164.2810	1	GREEN TURTLE INVESTMENTS, LLC	6608 S MADELIA LN	Spokane	WA	99223	6,000	$ 0.0265	$ 159.00	35,000	$ 0.60	$ 21.00	$	**200.00**
35164.2811	1	GREEN TURTLE INVESTMENTS, LLC	6608 S MADELIA LN	Spokane	WA	99223	6,000	$ 0.0265	$ 159.00	244,100	$ 0.60	$ 146.46	$	**305.46**
35164.2812	1	NHUT, HAI HO & DIEM, CHAU BUI	2201 E SPRAGUE AVE	SPOKANE	WA	99202-	6,000	$ 0.0265	$ 159.00	165,700	$ 0.60	$ 99.42	$	**258.42**
35164.2813	1	KSA LLC	5201 W ARDEA LN	SPOKANE	WA	99208-9206	12,000	$ 0.0265	$ 318.00	529,400	$ 0.60	$ 317.64	$	**635.64**
35164.2901	1	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	$	**200.00**
35164.2902	1	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD	SPOK2NE	WA	99256-0001	4,000	$ 0.0265	$ 106.00	9,000	$ 0.60	$ 5.40	$	**200.00**
35164.2903	1	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD	SPOK2NE	WA	99256-0001	4,000	$ 0.0265	$ 106.00	9,000	$ 0.60	$ 5.40	$	**200.00**
35164.2904	1	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD	SPOK2NE	WA	99256-0001	4,000	$ 0.0265	$ 106.00	9,000	$ 0.60	$ 5.40	$	**200.00**
35164.2905	1	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD	SPOK2NE	WA	99256-0001	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	$	**200.00**
35164.2906	1	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD	SPOK2NE	WA	99256-0001	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	$	**200.00**
35164.2907	1	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD	SPOK2NE	WA	99256-0001	6,000	$ 0.0265	$ 159.00	13,500	$ 0.60	$ 8.10	$	**200.00**
35164.2908	1	MINOR, W E & N G	PO BOX 369	Post Falls	ID	83877-0369	18,000	$ 0.0265	$ 477.00	323,600	$ 0.60	$ 194.16	$	**671.16**
35164.2909	1	HALL, DANA H	9901 E 24TH AVE	SPOKANE	WA	99206-3347	18,000	$ 0.0265	$ 477.00	180,900	$ 0.60	$ 108.54	$	**585.54**
35174.0546	3	ADM MILLING CO	PO BOX 1470	DECATUR	IL	62525-1820	138,956	$ 0.0063	$ 875.42	1,582,380	$ 0.15	$ 237.36	$	**250.00**
35174.0549	2	SPOKANE TOMORROW, LLC	PO BOX 31495	SPOKANE	WA	99223	2,500	$ 0.0138	$ 34.50	15,900	$ 0.30	$ 4.77	$	**100.00**
35174.0551	2	SPOKANE TOMORROW, LLC	PO BOX 31495	SPOKANE	WA	99223	15,000	$ 0.0138	$ 207.00	124,200	$ 0.30	$ 37.26	$	**244.26**
35174.0552	2	BEL AIR MOTEL, LLC	1303 E SPRAGUE AVE	SPOKANE	WA	99202	7,700	$ 0.0138	$ 106.26	236,300	$ 0.30	$ 70.89	$	**177.15**
35174.0553	2	BEL AIR MOTEL, LLC	1303 E SPRAGUE AVE	SPOKANE	WA	99202	4,300	$ 0.0138	$ 59.34	104,400	$ 0.30	$ 31.32	$	**100.00**
35201.3201	2	N M SULLIVAN, LLC	2311 W 16TH AVE #83	SPOKANE	WA	99224	5,375	$ 0.0138	$ 74.18	187,880	$ 0.30	$ 56.36	$	**130.54**
35201.3202	2	N M SULLIVAN, LLC	2311 W 16TH AVE #83	SPOKANE	WA	99224	9,900	$ 0.0138	$ 136.62	51,000	$ 0.30	$ 15.30	$	**151.92**
35201.3203	2	FABEL, RICHARD	1308 E SPRAGUE AVE	SPOKANE	WA	99202-2155	5,375	$ 0.0138	$ 74.18	68,880	$ 0.30	$ 20.66	$	**100.00**
35201.3204	2	UNION GOSPEL MISSION ASSOC OF SPOKANE	1224 E TRENT AVE	SPOKANE	WA	99202	16,125	$ 0.0138	$ 222.53	391,430	$ 0.30	$ 117.43	$	**339.95**
35201.3205	2	P & J PROPERTIES, L.L.C.	1202 E SPRAGUE AVE #202	SPOKANE	WA	99202	5,375	$ 0.0138	$ 74.18	32,680	$ 0.30	$ 9.80	$	**100.00**
35201.3206	2	P & J PROPERTIES, L.L.C.	1202 E SPRAGUE AVE #202	SPOKANE	WA	99202	2,687	$ 0.0138	$ 37.08	13,440	$ 0.30	$ 4.03	$	**100.00**
35201.3207	2	P & J PROPERTIES, L.L.C.	1202 E SPRAGUE AVE #202	SPOKANE	WA	99202	2,687	$ 0.0138	$ 37.08	13,440	$ 0.30	$ 4.03	$	**100.00**
35201.3208	2	P & J PROPERTIES, L.L.C.	1202 E SPRAGUE AVE #202	SPOKANE	WA	99202	5,375	$ 0.0138	$ 74.18	291,480	$ 0.30	$ 87.44	$	**161.62**
35201.3209	2	P & J PROPERTIES, L.L.C.	1202 E SPRAGUE AVE STE 202	SPOKANE	WA	99202-2111	11,466	$ 0.0138	$ 158.23	525,160	$ 0.30	$ 157.55	$	**315.78**

35201.3303	2	CITY OF SPOKANE - C/O Kevan Brooks, ICM (ROW)	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	7,806	$	0.0138	$	107.72	23,420	$	0.30	$	7.03	$	**114.75**
35201.3304	2	SAMCA, LLC	1616 W 2ND AVE	SPOKANE	WA	99201	14,512	$	0.0138	$	200.27	380,860	$	0.30	$	114.26	$	**314.52**
35201.3305	2	SAMCA, LLC	1616 W 2ND AVE	SPOKANE	WA	99201	17,348	$	0.0138	$	239.40	102,690	$	0.30	$	30.81	$	**270.21**
35201.3420	3	RDO ENTERPRISES LLC	6192 W DIAGONAL RD	RATHDRUM	ID	83858	34,420	$	0.0063	$	216.85	806,260	$	0.15	$	120.94	$	**250.00**
35201.3506	3	J.G. FOX, INC.	1723 S RAY ST	SPOKANE	WA	99223-3832	7,100	$	0.0063	$	44.73	23,000	$	0.15	$	3.45	$	**50.00**
35201.3508	3	SWANBY, VICTOR S	PO BOX 2671	SPOKANE	WA	99220-2671	7,100	$	0.0063	$	44.73	23,000	$	0.15	$	3.45	$	**50.00**
35201.3509	3	SWANBY, VICTOR S	PO BOX 2671	SPOKANE	WA	99220-2671	21,300	$	0.0063	$	134.19	208,200	$	0.15	$	31.23	$	**165.42**
35201.3511	3	SWANBY, VICTOR S	PO BOX 2671	SPOKANE	WA	99220-2671	7,100	$	0.0063	$	44.73	35,030	$	0.15	$	5.25	$	**50.00**
35201.3512	3	RHOADS, GARY	2316 E 55TH AVE	SPOKANE	WA	99223-7919	7,100	$	0.0063	$	44.73	160,300	$	0.15	$	24.05	$	**68.78**
35211.0107	1	SPOKANE MENTAL HEALTH ASSOC	107 S DIVISION ST	SPOKANE	WA	99202-1510	21,300	$	0.0265	$	564.45	81,550	$	0.60	$	48.93	$	**613.38**
35211.0108	1	SPOKANE MENTAL HEALTH ASSOC	107 S DIVISION ST	SPOKANE	WA	99202-1510	21,300	$	0.0265	$	564.45	3,253,150	$	0.60	$	1,951.89	$	**1,000.00**
35211.0201	1	LKB PROPERTIES LLC	504 E 10TH AVE	SPOKANE	WA	99202-	7,100	$	0.0265	$	188.15	314,050	$	0.60	$	188.43	$	**376.58**
35211.0208	1	LKB PROPERTIES LLC	504 E 10TH AVE	SPOKANE	WA	99202-	7,100	$	0.0265	$	188.15	17,750	$	0.60	$	10.65	$	**200.00**
35211.0209	1	VANESSA BEHAN CRISIS NURSERY	1004 E 8TH AVE	SPOKANE	WA	99202-2431	71,000	$	0.0265	$	1,881.50	390,500	$	0.60	$	234.30	$	**1,000.00**
35211.0301	1	OLD NAT BANK	5221 E 3RD AVE	SPOKANE	WA	99212	28,400	$	0.0265	$	752.60	888,600	$	0.60	$	533.16	$	**1,000.00**
35211.0302	1	OLD NAT BANK WASH	5221 E 3RD AVE	SPOKANE	WA	99212	14,182	$	0.0265	$	375.82	83,200	$	0.60	$	49.92	$	**425.74**
35211.0309	1	MASSIE, MELISSA	6010 S Donora Dr	SPOKANE	WA	99223	7,100	$	0.0265	$	188.15	22,500	$	0.60	$	13.50	$	**201.65**
35211.0401	1	RLC GROUP, INC	2422 E SPRAGUE AVE	SPOKANE	WA	99202	7,365	$	0.0265	$	195.17	39,330	$	0.60	$	23.60	$	**218.77**
35211.0402	1	RLC GROUP, INC	2422 E SPRAGUE AVE	SPOKANE	WA	99202	5,890	$	0.0265	$	156.09	33,250	$	0.60	$	19.95	$	**200.00**
35211.0407	1	RLC GROUP, LLC	618 E 20TH AVE	SPOKANE	WA	99203	7,100	$	0.0265	$	188.15	21,950	$	0.60	$	13.17	$	**201.32**
35211.0408	1	RLC GROUP, LLC	618 E 20TH AVE	SPOKANE	WA	99203	7,100	$	0.0265	$	188.15	21,950	$	0.60	$	13.17	$	**201.32**
35211.0411	1	NAEGELI ENTERPRISES, LLC	111 SW 5TH AVE STE 2020	PORTLAND	OR	97204	14,200	$	0.0265	$	376.30	425,300	$	0.60	$	255.18	$	**631.48**
35211.0412	1	RLC GROUP, INC	2422 E SPRAGUE AVE	SPOKANE	WA	99202	28,400	$	0.0265	$	752.60	551,400	$	0.60	$	330.84	$	**1,000.00**
35211.0501	1	JAVA ASSOCIATES LLC	2502 E SPRAGUE AVE	SPOKANE	WA	99202	7,100	$	0.0265	$	188.15	280,700	$	0.60	$	168.42	$	**356.57**
35211.0502	1	JAVA ASSOCIATES LLC	2502 E SPRAGUE AVE	SPOKANE	WA	99202	7,100	$	0.0265	$	188.15	35,500	$	0.60	$	21.30	$	**209.45**
35211.0503	1	WOODHEAD REVOCABLE TRUST, JOHN & GLORIA	516 W SUMNER AVE	SPOKANE	WA	99204	7,100	$	0.0265	$	188.15	182,800	$	0.60	$	109.68	$	**297.83**
35211.0504	1	CUSTOM 1031, INC	2516 E SPRAGUE AVE	SPOKANE	WA	99202	7,100	$	0.0265	$	188.15	124,700	$	0.60	$	74.82	$	**262.97**
35211.0505	1	CUSTOM 1031, INC	2516 E SPRAGUE AVE	SPOKANE	WA	99202-	14,200	$	0.0265	$	376.30	92,600	$	0.60	$	55.56	$	**431.86**
35211.0509	1	WOODHEAD REVOCABLE TRUST, JOHN & GLORIA	516 W SUMNER AVE	SPOKANE	WA	99204-	7,100	$	0.0265	$	188.15	22,500	$	0.60	$	13.50	$	**201.65**
35211.0510	1	RLC GROUP, LLC	618 E 20TH AVE	SPOKANE	WA	99203	14,200	$	0.0265	$	376.30	39,400	$	0.60	$	23.64	$	**399.94**
35212.0101	1	DULLANTY ETAL, VIRGINIA	815 E ROSEWOOD AVE	SPOKANE	WA	99208-5507	42,600	$	0.0265	$	1,128.90	796,700	$	0.60	$	478.02	$	**1,000.00**
35212.0105	1	PIERRE, JESSICA	1619 E 1ST AVE	SPOKANE	WA	99202	2,840	$	0.0265	$	75.26	13,500	$	0.60	$	8.10	$	**200.00**
35212.0106	1	PIERRE, JESSICA	1619 E 1ST AVE	SPOKANE	WA	99202	7,100	$	0.0265	$	188.15	34,900	$	0.60	$	20.94	$	**209.09**
35212.0108	1	ROSS PRINTING	PO BOX 3267	SPOKANE	WA	99220-3267	7,100	$	0.0265	$	188.15	19,650	$	0.60	$	11.79	$	**200.00**
35212.0202	1	WILDE, CHRIS	1716 E SPRAGUE AVE	SPOKANE	WA	99202-	3,550	$	0.0265	$	94.08	117,630	$	0.60	$	70.58	$	**200.00**
35212.0203	1	COON, D H & P A	1720 E SPRAGUE AVE	SPOKANE	WA	99202-3117	3,550	$	0.0265	$	94.08	82,330	$	0.60	$	49.40	$	**200.00**
35212.0204	1	JDSC HOLDINGS LLC	PO BOX 4162	SPOKANE	WA	99220	3,550	$	0.0265	$	94.08	174,930	$	0.60	$	104.96	$	**200.00**
35212.0205	1	TORMINO'S SASH & GLASS, INC.	102 N HELENA ST	SPOKANE	WA	99202-3056	14,200	$	0.0265	$	376.30	243,200	$	0.60	$	145.92	$	**522.22**
35212.0206	1	TORMINO'S SASH & GLASS, INC.	102 N HELENA ST	SPOKANE	WA	99202-3056	7,100	$	0.0265	$	188.15	17,750	$	0.60	$	10.65	$	**200.00**
35212.0207	1	TORMINO'S SASH & GLASS, INC.	102 N HELENA ST	SPOKANE	WA	99202-3056	7,100	$	0.0265	$	188.15	17,750	$	0.60	$	10.65	$	**200.00**
35212.0301	1	S & M HOLDINGS-SPRAGUE, LLC	18005 N DIVISION	COLBERT	WA	99005	7,100	$	0.0265	$	188.15	313,650	$	0.60	$	188.19	$	**376.34**
35212.0304	1	GILLES FAMILY TRUST	1814 E SPRAGUE AVE	SPOKANE	WA	99202-3119	7,100	$	0.0265	$	188.15	49,350	$	0.60	$	29.61	$	**217.76**
35212.0305	1	GILLES FAMILY TRUST	1814 E SPRAGUE AVE	SPOKANE	WA	99202-3119	7,100	$	0.0265	$	188.15	136,650	$	0.60	$	81.99	$	**270.14**
35212.0306	1	GILLES FAMILY TRUST	1814 E SPRAGUE AVE	SPOKANE	WA	99202-3119	7,100	$	0.0265	$	188.15	122,350	$	0.60	$	73.41	$	**261.56**
35212.0307	1	AA MAGNOLIA INVESTMENTS LLC	1918 W MANSFIELD AVE	SPOKANE	WA	99205-4152	7,100	$	0.0265	$	188.15	251,750	$	0.60	$	151.05	$	**339.20**
35212.0314	1	S & M HOLDINGS-SPRAGUE, LLC	18005 N DIVISION	COLBERT	WA	99005	2,242	$	0.0265	$	59.41	5,610	$	0.60	$	3.37	$	**200.00**
35212.0315	1	S & M HOLDINGS-SPRAGUE, LLC	18005 N DIVISION	COLBERT	WA	99005	3,031	$	0.0265	$	80.32	7,580	$	0.60	$	4.55	$	**200.00**
35212.0316	1	GILLES FAMILY TRUST	1814 E SPRAGUE AVE	SPOKANE	WA	99202-3119	3,550	$	0.0265	$	94.08	40,430	$	0.60	$	24.26	$	**200.00**
35212.0317	1	GILLES FAMILY TRUST	1814 E SPRAGUE AVE	SPOKANE	WA	99202-3119	3,550	$	0.0265	$	94.08	42,130	$	0.60	$	25.28	$	**200.00**

35212.0403	1	WEST SPANGLE LLC	4423 S MAGNOLIA ST	SPOKANE	WA	99223	3,550	$ 0.0265	$ 94.08	65,930	$ 0.60	$ 39.56	$	**200.00**
35212.0404	1	CMA HOLDINGS LLC	1912 E SPRAGUE AVE	SPOKANE	WA	99202-3121	3,550	$ 0.0265	$ 94.08	88,230	$ 0.60	$ 52.94	$	**200.00**
35212.0405	1	SMITH, DARRELL W & KATHERINE	16224 N CASTLEBROOKE	SPOKANE	WA	99208	7,100	$ 0.0265	$ 188.15	138,550	$ 0.60	$ 83.13	$	**271.28**
35212.0406	1	SMITH, DARRELL W & KATHERINE	16224 N CASTLEBROOK LN	SPOKANE	WA	99208	7,100	$ 0.0265	$ 188.15	54,250	$ 0.60	$ 32.55	$	**220.70**
35212.0407	1	BOYD-WALKER SEWING MACHINE CO	16224 N CASTLEBROOKE	SPOKANE	WA	99208	4,500	$ 0.0265	$ 119.25	183,050	$ 0.60	$ 109.83	$	**229.08**
35212.0408	1	BOYD-WALKER SEWING MACHINE CO	16224 N CASTLEBROOKE	SPOKANE	WA	99208	2,600	$ 0.0265	$ 68.90	13,000	$ 0.60	$ 7.80	$	**200.00**
35212.0409	1	JOHNSON, MARK & SHARON	7232 S HATCH RD	SPOKANE	WA	99224-9214	7,100	$ 0.0265	$ 188.15	130,850	$ 0.60	$ 78.51	$	**266.66**
35212.0412	1	CITY OF SPOKANE C/O Kim Orlob, Fire	808 W SPOKANE FALLS BLVD	SPOKANE	WA	99201-3333	7,100	$ 0.0265	$ 188.15	19,850	$ 0.60	$ 11.91	$	**200.06**
35212.0413	1	CITY OF SPOKANE C/O Kim Orlob, Fire	808 W SPOKANE FALLS BLVD 0(	SPOKANE	WA	99201-3333	14,200	$ 0.0265	$ 376.30	332,800	$ 0.60	$ 199.68	$	**575.98**
35212.0415	1	CHRISTIAN HERALD FELLOWSHIP	6815 E 5TH AVE	SPOKANE	WA	99212	7,100	$ 0.0265	$ 188.15	118,050	$ 0.60	$ 70.83	$	**258.98**
35212.0416	1	TRUTH MINISTRIES OF SPOKANE	22306 N TRAVIS RD	MEAD	WA	99021	7,100	$ 0.0265	$ 188.15	145,050	$ 0.60	$ 87.03	$	**275.18**
35212.0501	1	OVERHAUSER, DAN & BRENDA K	PO BOX 40146	SPOKANE	WA	99202	7,100	$ 0.0265	$ 188.15	113,250	$ 0.60	$ 67.95	$	**256.10**
35212.0502	1	BLALOCK, ALAN R & STEPHANIE K	1815 E 8TH AVE	SPOKANE	WA	99202	7,100	$ 0.0265	$ 188.15	114,450	$ 0.60	$ 68.67	$	**256.82**
35212.0503	1	PILASTRO LLC	108 N WASHINGTON ST #500	SPOKANE	WA	99201	7,100	$ 0.0265	$ 188.15	278,850	$ 0.60	$ 167.31	$	**355.46**
35212.0504	1	SDS TWENTY 16 LLC	108 N WASHINGTON ST STE 50	SPOKANE	WA	99201	7,100	$ 0.0265	$ 188.15	136,750	$ 0.60	$ 82.05	$	**270.20**
35212.0505	1	CHIU, VAN QING/CHIU, PHONG	2022 E SPRAGUE AVE	SPOKANE	WA	99202	14,200	$ 0.0265	$ 376.30	218,300	$ 0.60	$ 130.98	$	**507.28**
35212.0506	1	KEYSTONE UNLIMITED	107 S DIVISION ST	SPOKANE	WA	99202	14,200	$ 0.0265	$ 376.30	466,600	$ 0.60	$ 279.96	$	**656.26**
35212.0509	1	DECKER, WILLIAM E	1412 S GRAND BLVD	SPOKANE	WA	99203	7,100	$ 0.0265	$ 188.15	22,500	$ 0.60	$ 13.50	$	**201.65**
35212.1901	1	CLS COMMERCIAL, LLC	1926 S ROCKY RIDGE LN	SPOKANE	WA	99212	6,781	$ 0.0265	$ 179.70	143,510	$ 0.60	$ 86.11	$	**265.80**
35212.1902	1	CLS COMMERCIAL, LLC	1926 S ROCKY RIDGE LN	SPOKANE	WA	99212	6,250	$ 0.0265	$ 165.63	123,050	$ 0.60	$ 73.83	$	**239.46**
35212.1903	1	CLS COMMERCIAL, LLC	1926 S ROCKY RIDGE LN	SPOKANE	WA	99212	6,250	$ 0.0265	$ 165.63	31,250	$ 0.60	$ 18.75	$	**200.00**
35212.1904	1	CLS COMMERCIAL, LLC	1926 S ROCKY RIDGE LN	SPOKANE	WA	99212	6,250	$ 0.0265	$ 165.63	158,450	$ 0.60	$ 95.07	$	**260.70**
35212.1905	1	CLS COMMERCIAL, LLC	1926 S ROCKY RIDGE LN	SPOKANE	WA	99212	6,250	$ 0.0265	$ 165.63	31,250	$ 0.60	$ 18.75	$	**200.00**
35212.1906	1	ALVAREZ, RAINBOW JADE & SKYE BERGHAN-	PO BOX 31387	Spokane	WA	99223-3023	3,729	$ 0.0265	$ 98.82	77,050	$ 0.60	$ 46.23	$	**200.00**
35212.1907	1	SPRAGUE 1500 LLC	PO BOX 2527	SPOKANE	WA	99220-2500	8,771	$ 0.0265	$ 232.43	198,360	$ 0.60	$ 119.02	$	**351.45**
35212.1914	1	BOWMAN, ROBERT J	1418 E 1ST AVE	SPOKANE	WA	99202-3132	4,167	$ 0.0265	$ 110.43	23,900	$ 0.60	$ 14.34	$	**200.00**
35212.1916	1	CRANDALL, LANE & PAMELA M	3437 W Crandall Ln	SPOKANE	WA	99208-8249	6,250	$ 0.0265	$ 165.63	22,500	$ 0.60	$ 13.50	$	**200.00**
35212.1917	1	CRANDALL, GARY L & PAMELA M	3437 W CRANDALL LN	SPOKANE	WA	99208-8249	6,250	$ 0.0265	$ 165.63	17,830	$ 0.60	$ 10.70	$	**200.00**
35212.1918	1	ALVAREZ, RAINBOW JADE & SKYE BERGHAN-	PO BOX 31387	Spokane	WA	99223-3023	6,250	$ 0.0265	$ 165.63	29,600	$ 0.60	$ 17.76	$	**200.00**
35212.1919	1	ALDARED, JADE	1504 E SPRAGUE AVE	SPOKANE	WA	99202-	6,250	$ 0.0265	$ 165.63	22,500	$ 0.60	$ 13.50	$	**200.00**
35212.1922	1	CLS COMMERCIAL, LLC	1926 S ROCKY RIDGE LN	SPOKANE	WA	99212	6,250	$ 0.0265	$ 165.63	22,500	$ 0.60	$ 13.50	$	**200.00**
35212.4801	1	INLAND EMPIRE RESIDENTIAL RESOURCES	PO BOX 3123	SPOKANE	WA	99220	2,843	$ 0.0265	$ 75.34	283,200	$ 0.60	$ 169.92	$	**245.26**
35212.4802	1	INLAND EMPIRE RESIDENTIAL RESOURCES	PO BOX 3123	SPOKANE	WA	99220	1,764	$ 0.0265	$ 46.75	288,150	$ 0.60	$ 172.89	$	**219.64**
35212.4803	1	INLAND EMPIRE RESIDENTIAL RESOURCES	PO BOX 3123	SPOKANE	WA	99220	7,649	$ 0.0265	$ 202.70	825,200	$ 0.60	$ 495.12	$	**697.82**
35212.4804	1	INLAND EMPIRE RESIDENTIAL RESOURCES	PO BOX 3123	SPOKANE	WA	99220	7,589	$ 0.0265	$ 201.11	821,300	$ 0.60	$ 492.78	$	**693.89**
35212.4805	1	INLAND EMPIRE RESIDENTIAL RESOURCES	PO BOX 3123	SPOKANE	WA	99220	7,158	$ 0.0265	$ 189.69	794,200	$ 0.60	$ 476.52	$	**666.21**
35212.4806	1	INLAND EMPIRE RESIDENTIAL RESOURCES	PO BOX 3123	SPOKANE	WA	99220	31,250	$ 0.0265	$ 828.13	100	$ 0.60	$ 0.06	$	**828.19**
35215.0616	1	SPOKANE MENTAL HEALTH ASSOC	107 S DIVISION ST	SPOKANE	WA	99202-1510	21,248	$ 0.0265	$ 563.07	387,160	$ 0.60	$ 232.30	$	**795.37**