

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, JULY 22, 2019

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

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. Five-year Value Blanket Order with Datec Incorporated (Seattle, WA) using Washington State Contract #05815 for 20 Panasonic Rugged and Semi-Rugged Computers for Spokane Fire Department—\$225,000 annually.
Dusty Patrick | Approve | OPR 2019-0527 |
| 2. Contract with Dixon Resources Unlimited (San Diego, CA) to implement key strategies contained in the 2019 Downtown Parking Study for Parking Services from August 1, 2019, through July 31, 2021—\$239,500.
Jesten Ray | Approve | OPR 2019-0528
RFP 5061-19 |
| 3. Accept grant award from the Office of Homeless Youth and authorization to sub-award funds to Volunteers of America to serve homeless and at-risk youth and young adults —\$381,297. (Relates to Special Budget Ordinance C35799)
Matt Davis | Approve | OPR 2019-0529 |
| 4. Contract Renewal with DEECO Inc. (Raleigh, NC) to provide Air Quality Emission Compliance Testing at the Waste to Energy Facility from September 1, 2019, through August 31, 2020—Not to exceed \$148,475 (incl. tax).
Chris Averyt | Approve | OPR 2017-0659
RFP 4378-17 |

- | | | | |
|-----|---|------------------------------------|------------------------------|
| 5. | Interlocal Agreement/MOU with Spokane County for Tyler Technologies to complete four interfaces between the County-owned Law Enforcement Records Management System (LERMS) and the City's eSuite Legal Case Management System—\$62,800.
Dusty Fredrickson | Approve | OPR 2019-0530 |
| 6. | Contract Renewal with ESO Solutions, Inc. for annual subscription fees for the Spokane Fire Department's incident record management system—\$76,110.22 (incl. tax).
Ken Lamoreaux | Approve | OPR 2017-0356 |
| 7. | Interlocal Agreement with Spokane County Sheriff's Office to implement the sub-recipient portion of WATPA FY2019-2021 award from July 1, 2019, through June 30, 2021—\$242,054 (maximum award).
Eric Olsen | Approve | OPR 2019-0532 |
| 8. | Contract with Toole Design Group for the South University District Trail Study—not to exceed \$90,606, plus an administrative reserve of 10% for a total amount not to exceed \$100,000.
Colin Quinn-Hurst | Approve | OPR 2019-0533
ENG 2019105 |
| 9. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2019-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| | b. Payroll claims of previously approved obligations through_____, 2019: \$_____. | | CPR 2019-0003 |
| 10. | City Council Meeting Minutes: _____, 2019. | Approve
All | CPR 2019-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

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 C35799 amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Human Services and Grants Fund

FROM: Anchor Community Initiative Funds from Dept. of Commerce,
\$381,297;

TO: Various Accounts, same amount.

(This action budgets for Anchor Community Initiative grant funds from the Washington State Department of Commerce to serve homeless and at-risk youth and young adults within the community.) (Relates to Consent Agenda Item No. 3.)

Kelly Keenan

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2019-0049 Expressing the intention of the City Council to designate a residential targeted area, amending SMC 8.15.030 and setting public hearing before City Council for Monday, August 12, 2019.
Teri Stripes
- RES 2019-0050 (To be considered under Hearings Item H1.c.)
- RES 2019-0051 (To be considered under Hearings Item H2.c.)
- RES 2019-0052 (To be considered under Hearings Item H4.a.)
- RES 2019-0053 Seeking to reorient toward community policing in downtown Spokane.
Council Member Kinnear
- ORD C35785 (To be considered under Hearings Item H1.b.)
- ORD C35786 (To be considered under Hearings Item H2.b.)
- ORD C35795 (To be considered under Hearings Item H3.)

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35798** Vacating a portion of “E” Street, and vacating portions of Rockwell Avenue, LaCrosse Avenue, Walton Avenue and Lacey Street, in the City of Spokane. (Amends Ordinance C15326)

Eldon Brown**FURTHER ACTION DEFERRED****NO SPECIAL CONSIDERATIONS****HEARINGS**

- | | | | |
|----------------------|---|--|----------------------|
| H1. | a. Hearing on validated Proposed Initiative No. 2019-1 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment relating to open government and transparency in City government. | Hold
Hrg./Then
Close Hrg. | LGL 2019-0014 |
| | b. Final Reading Ordinance C35785 regarding open government and transparency in City government. | Further
Action
Deferred
to Voters | ORD C35785 |
| | c. Resolution 2019-0050 requesting the Spokane County Auditor to hold a special election on November 5, 2019, in conjunction with the scheduled general election to submit to the voters of the City of Spokane a proposition regarding an amendment to the Spokane City Charter relating to open government and transparency in City government. | Adopt
Upon Roll
Call Vote | RES 2019-0050 |
| Terri Pfister | | | |
| H2. | a. Hearing on validated Proposed Initiative No. 2019-2 petition signatures filed on behalf of Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment prohibiting a City of Spokane income tax. | Hold
Hrg./Then
Close Hrg. | LGL 2019-0015 |
| | b. Final Reading Ordinance C35786 prohibiting a City of Spokane income tax. | Further
Action
Deferred
to Voters | ORD C35786 |

- | | | | |
|------------|---|---|----------------------|
| | <p>c. Resolution 2019-0051 requesting the Spokane County Auditor to hold a special election on November 5, 2019, in conjunction with the scheduled general election to submit to the voters of the City of Spokane a proposition regarding an amendment to the Spokane City Charter prohibiting a City of Spokane income tax.</p> | <p>Adopt on
Upon Roll
Call Vote</p> | <p>RES 2019-0051</p> |
| | <p>Terri Pfister</p> | | |
| <p>H3.</p> | <p>Hearing on Final Reading Ordinance C35795 relating to the adoption of the City of Spokane's Community Empowerment Zone Strategic Plan and the Community Empowerment Zone Boundary and the appointment of the Community Empowerment Zone Manager; adopting a new chapter 8.20 to title 8 of the Spokane Municipal Code.</p> | <p>Pass Upon
Roll Call
Vote</p> | <p>ORD C35795</p> |
| | <p>Teri Stripes</p> | | |
| <p>H4.</p> | <p>a. Resolution 2019-0052 declaring certain utility property surplus to the needs of the City and also authorizing the execution of a Real Property Purchase, Sale, and Exchange Agreement with Spokane School District No. 81.</p> | <p>Adopt
Upon Roll
Call Vote</p> | <p>RES 2019-0052</p> |
| | <p>b. Interlocal Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation identifying the framework for collaborative efforts and communication by and among the various involved entities for projects related to the passage of bond issues by the voters of the City and the School District.</p> | <p>Approve</p> | <p>OPR 2019-0534</p> |
| | <p>c. Two Land Lease and Use Agreements between Spokane Parks and Recreation and Spokane Public Library for property to build an expansion of the Shadle Branch Library and to construct a new Liberty Park Branch Library.</p> | <p>Approve</p> | <p>OPR 2019-0536</p> |
| | <p>Michael Ormsby</p> | | |

Motion to Approve Advance Agenda for July 22, 2019
(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 July 22, 2019, Regular Legislative Session of the City Council is adjourned to July 29, 2019.

NOTES

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

07/22/2019

Submitting Dept FIRE		<u>Date Rec'd</u>	7/2/2019	
		<u>Clerk's File #</u>	OPR 2019-0527	
		<u>Renews #</u>		
<u>Contact Name/Phone</u>		DUSTY PATRICK 625-7071	<u>Cross Ref #</u>	
<u>Contact E-Mail</u>		DPATRICK@SPOKANECITY.ORG	<u>Project #</u>	
			<u>Bid #</u>	WA STATE/NASPO #05815 CONTRACT
<u>Agenda Item Type</u>		Purchase w/o Contract	<u>Requisition #</u>	VB
<u>Agenda Item Name</u>		1970 - FIRE DEPT VALUE BLANKET FOR PANASONIC RUGGED COMPUTERS		
<u>Agenda Wording</u> Approve a five (5) year Value Blanket Order for with Datec Incorporated (Seattle, WA) for Panasonic Rugged and Semi-Rugged Computers - \$225,000 annual expenditure				
<u>Summary (Background)</u> SFD Purchased ruggedized tablets to provide electronic patient care reporting in the field in 2014, the five (5) year live cycle is up and these are up for replacement. The Value Blanket Order will also be used to replace semi-rugged laptops used by Deputy Fire Marshals on inspections.				
<u>Fiscal Impact</u> Grant related? NO <u>Budget Account</u> Public Works? NO				
Expense \$ 225,000.00		# various		
Select \$		#		
Select \$		#		
Select \$		#		
<u>Approvals</u>		<u>Council Notifications</u>		
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>		
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	PS&CH 7/1/19	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>		
<u>Legal</u>	ODLE, MARI	tprince		
<u>For the Mayor</u>	SANDERS, THERESA	dpatrick		
<u>Additional Approvals</u>		fireaccounting@spokanecity.org		
<u>Purchasing</u>	PRINCE, THEA			

Briefing Paper

Public Safety & Community Health

Division & Department:	Spokane Fire Department
Subject:	Value Blanket for Panasonic Rugged Mobile Computers
Date:	6/7/19
Contact (email & phone):	Dusty Patrick, dpatrick@spokanecity.org , x7071
City Council Sponsor:	
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
Strategic Initiative:	Safe and Healthy
Deadline:	9/1/19
Outcome: (deliverables, delivery duties, milestones to meet)	Create a value blanket enabling purchase of Panasonic rugged and semi rugged computers
Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i> SFD purchased ruggedized tablets to provide electronic patient care reporting in the field in 2014, the 5 year life cycle is up and these are up for replacement. The value blanket will also be used to replace semi rugged laptops used by Deputy Fire Marshal's on inspections. Value blanket requested is \$225,000.	
Executive Summary: 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

**Contact:** Bob Stein

364 Upland Drive, Seattle, WA 98188

206/909-5272 cell: 206/575-1470 Office

Fed TAX ID 91-0930538

Email Po To: bstein@datecinc.net

Fax PO To: 206-575-1475

Quote# 19D08901**Date:** 04/08/19**Terms:** Net 30 Days**Validity:** 30 Days***Quote Prepared For:***

Brandon Childs
Spokane Fire Dept
FZ-G1 Replacement

Part Number	Description	Qty	Unit Price	Ext. Price
FZ-G1U1588VM	FZ-G1 Non-Bundled SKU w/ Barcode Reader Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 256GB SSD, 8GB, Intel Wi-Fi, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:none), 4G LTE-Advanced Multi Carrier (EM7455) , Infrared Webcam, 8MP Rear Cam, 2D Barcode Laser (EA21) , Standard Battery, Flat	20	\$3,095.00	\$ 61,900.00
FZ-SVCTPNF5Y	Protection Plus Warranty - Tablet PC (Years 1, 2, 3, 4, & 5)	20	\$675.00	\$ 13,500.00
FZ-G1U1586VM	FZ-G1 Non-Bundled SKU NO Barcode Reader Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer, 256GB SSD, 8GB, Intel Wi-Fi, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:none), 4G LTE-Advanced Multi Carrier (EM7455) , Infrared Webcam, 8MP Rear Cam, Standard Battery, Flat, NO Barcode Reader	0	\$2,595.00	\$ -
FZ-SVCTPNF5Y	Protection Plus Warranty - Tablet PC (Years 1, 2, 3, 4, & 5)	0	\$675.00	\$ -
FZ-BNDLG1LL1ST1CG4	Panasonic Long Life Battery Bundle for the FZ-G1 Mk1, Mk2. Bundles includes 1 long life battery pack (FZ-VZSU88U) , 1 rotating hand strap and 4 tall corner guards.	0	\$249.00	\$ -
FZ-BNDLG1ST1CG4	Panasonic Strap & Corner Guard Bundle for the FZ-G1. Bundles Includes 1 rotating hand strap and 4 tall corner guards	20	\$89.00	\$ 1,780.00
WA State / NASPO Value Point Contract # 05815		Sub Total		\$77,180.00
		8.9% Sales Tax		\$ 6,869.02
		Total		<u>\$84,049.02</u>

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

07/22/2019

<u>Date Rec'd</u>	7/8/2019
<u>Clerk's File #</u>	OPR 2019-0528
<u>Renews #</u>	

Submitting Dept	NEIGHBORHOOD & BUSINESS	Cross Ref #	
Contact Name/Phone	JESTEN RAY X6819	Project #	
Contact E-Mail	JRAY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20702
Agenda Item Name	1460- PARKING SERVICES DOWNTOWN PARKING STUDY CONSULTANT		

Agenda Wording

Contract with the consultant, Dixon Resources Unlimited from San Diego, CA to implement key strategies contained in the 2019 Downtown Parking Study for Parking Services.

Summary (Background)

The 2019 Downtown Parking Study provided a 6 year plan & set of recommendations for the City. RFP #5061-19 went out to ask for consultant services to implement key strategies contained within the Parking Study by defining a parking technology roadmap as well as providing procurement support. Dixon Resources Unlimited was selected as the consultant to work with the City. The City pays a flat monthly fee; \$239,050 maximum over a 2 year period. Contract begins 8/1/19 and ends 7/31/21.

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

Expense	\$ 239,050	# 1460-21200-21710-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	Finance & Admin
<u>Division Director</u>	BECKER, KRIS	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	jray@spokanecity.org; dnorman@spokanecity.org;	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kbecker@spokanecity.org; jwest@spokanecity.org;	
<u>Additional Approvals</u>		jlargent@spokanecity.org; korlob@spokanecity.org;	
<u>Purchasing</u>		tkruger@spokanecity.org;	
		julie@dixonresourcesunlimited.com;	
		cbrazington@spokanecity.org	
		ananda@dixonresourcesunlimited.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane City Charter prohibiting a City of Spokane income tax.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Finance and Administration Committee

Division & Department:	Neighborhood and Business Services, Parking Services
Subject:	Implementation of 2019 Downtown Parking Study Consultant Services Contract
Date:	July 15, 2019
Author (email & phone):	Kris Becker, kbecker@spokanecity.org ; 509-625-6392
City Council Sponsor:	Lori Kinnear or Breean Beggs
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Strategy related to Urban Experience
Deadline:	n/a
Outcome: (deliverables, delivery duties, milestones to meet)	1). Increase customer satisfaction by updating the City's parking management systems and providing better access to parking. 2). Decrease errors and inefficient processes thus increasing accuracy and accountability.
Background/History: The 2019 Downtown Parking Study, completed over a year span provided a six- year plan and set of recommendations for the City. RFP #5061-19 went out after the Study was completed to ask for consultant services to implement key strategies contained within the Parking Study. Dixon Resources Unlimited was selected as the consultant to work with the City and implement some of the key strategies contained in the 2019 Downtown Parking Study by defining a parking technology roadmap as well as providing procurement support. The City pays a flat monthly fee; maximum contract amount \$239,050 over a two year period. Contract begins August 1, 2019 and has an end date of July 31, 2021.	
Executive Summary: Contract with the consultant, Dixon Resources Unlimited from San Diego, CA to implement key strategies contained in the 2019 Downtown Parking Study for Parking Services.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: 1460-21200-21710-54201-99999 Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	

DAVID A. CONDON
MAYOR



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

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: RFP #5061-19

DESCRIPTION: IMPLEMENTATION OF 2019 DOWNTOWN PARKING STUDY

DUE DATE: MAY 20, 2019
No later than 1:00 p.m.

A handwritten signature in cursive script that reads "Uhea Prince".

Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Parking Services Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide IMPLEMENTATION OF 2019 DOWNTOWN PARKING STUDY.

The 2019 Downtown Parking Study was completed by Nelson/Nygaard over a year span. The study includes a parking inventory for both on- and off-street facilities as well as evaluated the City’s current policies, procedures, regulations, hardware, and software systems. The study provided the City with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors. The project plan priorities included:

- **Adopt Downtown Parking Goals.** This strategy proposes six goals which guide the evaluation of strategies in this plan, and should also guide future planning efforts.
- **Maximize Use of Existing Supply.** Management of existing parking can be improved with the implementation of a Performance Based Parking Management Program, as well as adjustments to on-street regulation, and prioritization of shared parking programs.
- **Optimize Management and Policy Programs.** There are many competing users for both on and off street parking spaces – this group of strategies proposes the modernization of existing permit programs and event management policy.
- **Enhance Administration and Operations.** Ensuring curb access requires consistent enforcement of curb regulations – Spokane’s enforcement program needs investment and modernization.
- **Make Parking Simple to Find and Use.** Many have trouble finding the available downtown parking spaces. A formal Downtown parking “brand” and a wayfinding program are proposed, in addition to a more general marketing and communications plan. Downtown payment systems are also recommended for improvement.

The City wishes to determine an efficient and sustainable approach to the implementation of the 2019 Downtown Parking Study. The City of Spokane, (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit proposals from organizations interested in providing the City with consulting services for the implementation of key strategies contained in the 2019 Downtown Parking Study by defining a parking technology roadmap and providing procurement support. The City would like a cohesive and user-friendly system that allows virtual permitting, license plate enabled parking enforcement through the use of mobile license plate recognition (LPR) technology, citation management, mobile payments, and complaint management. The City’s goal with this initiative is to update the City’s parking management systems, increase the efficiency of the City’s citation writing and processing, ensure collection rate is at the highest level possible, and to provide more alternatives for customers to access parking services. The overarching goal is to increase customer satisfaction through the implementation of innovative technology.

The parking system covers 60 square miles which includes the downtown area and surrounding residential areas. In the downtown area, the City has just over 5,000 on-street parking spots; over 3,250 have single space meters, 54 spots are in pay by plate timed areas utilizing kiosks, all of the single space and kiosk spaces can be paid by mobile application. The Parks

Department currently owns and manages 6 surface lots downtown adjacent to Riverfront Park.

The City's current parking management system utilizes a variety of hardware and software solutions. Customers can pay for parking at the meter or kiosk using coin or credit card, or by using a mobile application. Parking Enforcement Officers (13 total) issue citations or warnings using handheld devices. The current system allows Municipal Court to accept payments, escalate to collections, and to perform adjudication. The City uses License Plate Recognition (LPR) technology on a limited basis to identify scofflaw and stolen vehicles, and to monitor time restricted zones.

City of Spokane parking management and citation information:

- The City of Spokane issues the following parking permits;
 - Residential Permits
 - Commercial Loading Zones
 - Temporary (Special) Loading Zones
 - Special Events
 - Special Parking Programs
- The City of Spokane Parks Department offers the following surface lots
 - Lot #1 is located on the North end of the Washington Street Bridge.
 - Lot #3, #4*, and #5 are all located on Cataldo Street, between Howard and Washington. Lot #4 is currently not available for parking.
 - Lot #6 is located off Post Street, north of Spokane Falls Blvd.
 - Lot #7 (Bosch Lot) is located at the corner of Summit Parkway and Lincoln.
- Downtown Parking Guidelines
 - Time Restricted Free Parking – 90 minute, 2 hour, 4 hour
 - Re-Parking Ordinance
 - Snow Events
- Non-Downtown Parking Guidelines
 - 24-hour limitation
 - Snow events/Leaf pick-up
- Annual Citations Issued, Approximately 57,000
- Annual Permits Issued, Approximately 10,000

Current hardware/software systems and vendors:

- Duncan Solutions, Inc.
 - AutoPROCESS
 - Professional Account Management (PAM)
 - Park Simple
- CivicSmart, Inc.
 - AutoISSUE
 - Parking Enterprise Management System (PEMS)
- Passport
 - OpsMan
 - ParkMonitor
 - Passport Application
- Parkeon, Inc.
 - MyParkfolio
- PCS Mobile, Inc.
 - Genetec AutoVu
 - Security Desk
- Accela

- Permit module
- Hardware
 - Duncan Liberty Single Space Smart Meter (750)
 - POM Model 95 Single Housing Electric Meter (2500)
 - Genetec AutoVu License Plate Reader
 - Parkeon Kiosk (10)

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have a minimum of five (5) years' experience in consulting and implementing Parking Enforcement Management solutions.

1.3 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2019 and to end on June 30, 2021.

1.4 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's need at a given price.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

Section 1 – General

1. Review and support the implementation of the City's newly completed Downtown Parking Study. Identify the most suitable equipment, technology, processes, and cost requirements necessary to implement specific strategies from the Downtown Parking Study identified in Section 2 below.
2. Provide a project management oversight approach to include the development of specifications, equipment and vendor selection, contract negotiation support, and overall implementation oversight and system testing verification.
3. Assist in the development of one or more RFPs for software and equipment to support permit issuance, integrated payment, License Plate Recognition based enforcement program, citation issuance and adjudication, immobilization, mobile payments, and parking meters and/or kiosks.
4. Review and outline recommended revisions to City of Spokane Municipal Code.
5. Coordinate a parking technology pilot with selected vendors for an approximately 60 to 90 day trial of proposed technology upgrades. Provide on-going support and oversight of parking technology pilot. Support City's outreach efforts for successful deployment and execution of pilot.

Section 2 – Parking Strategy Implementation

1. **Strategy B.1** – Adopt a formal performance based management program
 - a. Review and recommend amendments to the Spokane Municipal Code to establish a performance-based parking management system including:
 - i. Setting specific occupancy targets for on-street parking at 75-85%.
 - ii. Granting staff authority to change rates/regulations at least annually, but not more than twice per year, to meet adopted occupancy targets.
 - iii. Setting minimum and maximum hourly parking rates for on-street parking.
 - iv. Setting thresholds for action and the amount that rates can be lowered or raised per rate adjustment.
 - b. Recommend revisions to and implementation strategies for the current on-street rate structure to:
 - i. establish "Premium" and "Value" zones;
 - ii. increase the rate differential between low- and high-demand on-street areas; and
 - iii. reduce cost differential between on- and off-street parking.
 - c. In coordination with City staff, communicate the program prior to implementation with effective outreach and messaging.
 - d. Assist in ensuring signage, universal wayfinding, and information technology systems are in place prior to rollout to effectively operate the program and serve the customer.
 - e. Develop a formal monitoring program to assess parking occupancy, modify Premium and Value boundaries, and inform rate adjustments over time. Typical data sources used include manual data collection, modeled occupancy data based on payment data, License Plate Recognition data, and/or parking sensors.

- f. Develop internal and external data sharing protocols, including the development of a template for an annual State of Downtown Parking Report for review by City Council and the public.
- 2. **Strategy B.3** – Assist in development of a pilot partner program and/or a leasing program with private property owners to make all or a portion of their underutilized off-street spaces part of the public supply.
 - a. Assist in the identification of technology solutions and development of specifications for inclusion in an RFP for software/hardware/ services.
 - i. Assist in development of official program signage, wayfinding, and payment systems.
 - ii. Assist in the development of shared parking agreement template, addressing cost sharing, liability, and data sharing.
 - iii. Assist in the creation of an interactive and open-source parking database and platform to facilitate shared parking opportunities, especially for downtown employers.
 - b. Work with private parking facility owners to combine existing validation programs into one program. Leverage partnerships to expand the program and encourage adoption of a more uniform validation program, potentially subsidizing a portion or all of initial technology investment costs for private partners.
 - c. Assist in the development of a pilot Affordable Employee Parking Program aimed at providing lower-cost parking options for downtown workers. Identify underutilized off-street facilities and enter into leasing and/or sharing agreements to provide lower-cost permits at certain times of week/day. Potential employees to target are retail and service workers, especially in evenings and on weekends.
- 3. **Strategy C.1** – Adopt a policy framework that encourages flexible, but consistent freight and passenger loading activity.
 - a. Create a “flex zone” policy which prioritizes various uses of the curb and adjusts allocation accordingly. Specific elements could include:
 - i. Designation of a curb lane as a flex zone.
 - ii. Develop standards for prioritizing curb treatments within flex zones – parking, commercial loading, passenger loading, streetscape amenities, bike lanes, etc – based on land use typology.
 - b. Evaluate creation of shared loading zones – allowing for more flexible sharing of curb space based on time of day and/or day of week.
 - c. Develop a plan to monitor impacts of shared mobility services, delivery, and future autonomous vehicles on curb demands.
- 4. **Strategy C.2** – Implement an virtual permit system
 - a. Transition the Commercial Loading Zone and Special Loading Zone into virtual permit programs
 - b. Develop a system that allows for space-specific meter reservations.
 - c. Develop online interface for permit sales and administration
 - d. Evaluate permit fees to insure that administrative costs are covered.
 - e. Develop an Urban Goods Delivery Strategy to improve commercial deliveries and loading. This should include
 - i. Minimum loading distance thresholds
 - ii. Promotion of shared delivery systems
 - iii. Promotion of alternative delivery systems
 - iv. Incentives/requirements for off-hour deliveries
 - f. Evaluate expansion of and modifications to existing Residential Parking Pass program

- i. Develop initiation and formation process for RPP zones.
 - ii. Evaluate methods to restrict number of permits issued relative to available on-street parking supply.
 - iii. Establish monitoring program for RPP sales and utilization.
- g. Permit programs shall be Integrated with LPR enforcement system
- 5. **Strategy D.1** – Adopt formal enforcement and maintenance goals and metrics.
 - a. Develop policies and procedures that define a proactive and reactive maintenance program and define performance measures such as field response requirements, uptime standards, and repair standards.
 - b. Develop a parking ambassador program that is focused on customer service, compliance, and education.
 - c. Develop parking enforcement performance standards that utilize measures like number of warnings issued, gap management reviews (the time lapses between job duties), and the quantity of voids due to error.
 - d. Develop an ongoing parking enforcement training program that incorporates conflict resolution, de-escalation, and the use of discretion for frontline personnel.
- 6. **Strategy D.3** – Enhance Technology Systems for Enforcement
 - a. Assist in the development of a comprehensive Request for Proposals for an integrated citation and permit management solution that includes all city parking management technologies: parking meters, kiosks, mobile payment, virtual permits, LPR, and the city’s municipal court software.
 - b. Assist in the development of a robust License Plate Recognition based enforcement program. Coordinate the integration with parking enforcement, management and payment systems.
 - c. Recommend updates to City policies to provide Parking Enforcement Officers (PEOs) with the ability to issue citations for all parking related violations.
 - d. Assist in the solicitation, selection and implementation of a modular, flexible and expandable software solution.
- 7. **Strategy D.4** – Enhance revenue collections and reconciliation
 - a. Develop recommendations for a closed-can collection system, these requirements should be included in the RFP
 - b. Develop a staffing model to separate collection duties from enforcement duties.
 - c. Develop a foreign coin policy that includes conversion to US coin.
 - d. Develop security policies and reconciliation procedures for coin counting
 - e. Develop policies and procedures for establishing meter collection routes using available technology to allow for simplified reconciliation and tracking.
- 8. **Strategy E.2** – Support City efforts to develop an enhanced marketing and communications plan
 - a. Assist in the development of parking communications and marketing materials to include:
 - i. Parking goals and objectives
 - ii. Revised website to include more dynamic inventory and occupancy information
 - iii. Leverage technology improvements to provide real-time on- and off-street inventory (and potentially occupancy) data via a mobile phone app
 - iv. Assist in the creation of user friendly parking content, including downtown parking map, brochure, and FAQ

- v. Market multimodal options (i.e. City Ticket shuttle, bike share) as a parking management strategy
 - b. Assist in evaluation and development of specifications for an interactive and open-source parking inventory website/database and process for updating downtown inventory.
9. **Strategy E.3** – Streamline downtown payment systems
- a. Develop specifications and evaluate options for parking meters for on-street parking. Ensure that multiple payment options are provided (including cash, credit card, and mobile). Meters should allow for integration with use of LPR enforcement.
 - b. Develop specifications and evaluate options for multi-space pay stations for on- and off-street parking. Ensure that multiple payment options are provided (including cash, credit card, and mobile). Pay by plate technology and integration with LPR enforcement is required.
 - c. Develop specifications and evaluate options for one or more mobile payment apps
 - d. Develop incentives for the use of consistent payment systems and mobile apps within private, off-street facilities. Methods could include:
 - i. Pilot payment technology systems with key private lots/garages used by a variety of downtown visitors, including cost sharing and maintenance agreements.
 - ii. Integrate coordinated payment technology requirements into shared parking program with private partners.

3. GENERAL INFORMATION

3.1 QUESTIONS/CLARIFICATIONS

Please submit ALL questions through the “Clarifications” tab in the ProcureWare document.

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by the City of Spokane. Communication directed to parties other than through the ProcureWare system may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	May 1, 2019
Question and answer period	May 1 to May 8, 2019
Issue addendum to RFP (if applicable)	May 13, 2019
Last date for questions regarding RFP	May 10, 2019 at 5:00 pm
Proposals due	May 20, 2019
Evaluate Proposals	May 13 to 17, 2019
Conduct oral interviews with finalists, if required	
Announce “Apparent Successful Firm” and send notification via fax or e-mail to unsuccessful Proposers	June 3, 2019
Negotiate contract	June 3 to June 21, 2019
City Council approval of contract	June 24, 2019
Begin contract work	July 1, 2019

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMISSION OF PROPOSALS

Proposals shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procureware.com> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids will not be accepted

B. DUE DATE

It is the responsibility of the Proposer to be sure its Proposals are submitted electronically sufficiently ahead of time to be received no later than 1:00 PM local time on May 20, 2019.

Sealed electronic proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 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 filed with the applicable Council Committee or the City Clerk for City Council action. 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 RFP Coordinator.

3.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on the City's bidding portal and notification will go out to all who have downloaded the RFP.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.7 ACCEPTANCE PERIOD

Proposals shall remain in effect for forty-five (45) days for acceptance by the City from the due date for receipt of Proposals.

3.8 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.9 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.10 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 RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.11 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.12 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.13 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be electronically submitted (uploaded) to the ProcureWare system. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm 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. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

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 Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. 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; and
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

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

1. **PROJECT APPROACH / METHODOLOGY** – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.
2. **WORK PLAN** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
3. **PROJECT SCHEDULE** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project.

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. 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.
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.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas: Consulting and implementing parking studies; Implementation of Parking Management Systems, Stakeholder Engagement, Evaluation and Implementation of Parking Technology (hardware and software), Best Practices, Parking Officer Training Programs, Procurement

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

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.

D. RELATED INFORMATION

1. 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.
2. 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.

4.5 COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

2. COMPUTATION

The score for the cost Proposal will be computed by dividing the lowest cost Proposal received by the Firm's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35%	70 points
---------------------------------	------------------

Project Approach/Methodology	20 Points (Maximum)
Quality of Work Plan	20 Points (Maximum)
Project Schedule	5 Points (Maximum)
Project Deliverables	25 Points (Maximum)

Management Proposal - 30%	60 points
----------------------------------	------------------

Project Team Structure/ Internal Controls	15 Points (Maximum)
Staff Qualifications/Experience	25 Points (Maximum)
Experience of the Firm	20 Points (Maximum)

Cost Proposal – 35%	70 Points (Maximum)	70 points
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GRAND TOTAL FOR WRITTEN PROPOSAL	200 POINTS
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5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The City Council shall make the award of contract or purchase.

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

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

6.2 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.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 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.

6.5 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.6 INSURANCE COVERAGE

During the term of the contract, the Firm 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 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 Firm'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 \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

8. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

2019 Downtown Parking Study
2019 Downtown Parking Study Appendices



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Wood Gutmann & Bogart Insurance Brokers License #0679263 15901 Red Hill Ave., Suite 100 Tustin CA 92780	CONTACT NAME: Karlee Crowe PHONE (A/C. No. Ext): 714-505-7000 E-MAIL ADDRESS: karlee@wgbib.com FAX (A/C. No): 714-573-1770
INSURER(S) AFFORDING COVERAGE	
INSURER A: Sentinel Insurance Company Ltd	
INSURER B: Hiscox, Insurance Company	
INSURER C: Hartford Insurance Company	
INSURER D: California Auto Insurance Co	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 872650877

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBAAN5235	12/17/2018	12/17/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA040000036675	9/15/2018	9/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$2,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		72WECGI4348	12/17/2018	12/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			MPL186655718	12/17/2018	12/17/2019	Limit \$2,000,000 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Implementation of the 2019 Downtown Parking Study

Additional Insured(s)
City of Spokane**CERTIFICATE HOLDER****CANCELLATION**City of Spokane
808 W. Spokane Falls Blvd
Spokane WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** 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 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.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F. – Optional Additional Insured Coverages.**

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but 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:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

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

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but 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:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



Proposal: Implementation Services

**In Support of 2019 Downtown
Parking Study**

City of Spokane, WA

RFP #5061-19

May 20, 2019

Dixon Resources Unlimited

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Attachment

- A. Washington State Disadvantaged Business Enterprise (DBE) Certification Letter

I. Letter of Submittal

May 20, 2019

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

To Whom It May Concern,

Dixon Resources Unlimited (DIXON) is pleased to submit this Proposal to the City of Spokane (City) to provide parking consultant services to implement key strategies contained in the *2019 Downtown Parking Study*. Having collaborated with Nelson\Nygaard to prepare the Downtown Parking Study, our firm is uniquely qualified to support the implementation of recommendations contained within the Report. We intend to bridge our intimate knowledge of the City's parking operation with excellent customer service in order to deliver a cost-effective and sustainable solution for the City.

We take pride in our hands-on approach that goes above and beyond a one-size-fits-all solution. Our firm brings local, Washington-based experience where key members of our project team are and will be based. In addition to our Seattle-based Senior Associate, Emily Kwatinetz, it is our intention to provide a local presence by arranging for Kenzie Coulson, DIXON's designated project lead, to be based in Spokane throughout the initial project launch when we anticipate the most demanding coordination needs. Kenzie has not only lived in Spokane and experienced the growth and development of the City over the last 20 years, but she has deep family ties within the community that will further contribute to our professional and personal understanding of the City's needs.

DIXON's name includes "Unlimited" because there is no limit to the parking services that we provide. We continue to support parking programs throughout the United States to implement customized project plans. By working on projects of similar size and scope, we have helped transform the parking experience in municipalities such as San Leandro, Seal Beach, Park City, and Paso Robles. We are excited for the opportunity to expand our efforts within Spokane. Since providing the Operational Assessment for the *2019 Downtown Parking Study*, we have been eager to continue our support of the City's team. This project would allow DIXON to partner with the City and assume an interactive, hands-on role to update, optimize, and enhance the parking experience throughout the City.

Our firm is technology agnostic, and we provide recommendations based upon the most current operational solutions and technology available, regardless of vendor. We pride ourselves on staying up to date with current and upcoming vendor features. By leveraging existing vendor agreements, when applicable, developing specifications, and running technology pilots and demonstrations, we are able to turn our operational experience into practical solutions.

We are very proud that DIXON has supported several award-winning parking operations including, in March 2019, the Parking Today Award received by the Seal Beach Police Department for Parking Technology Innovation and, in November 2018, the City of San Leandro was recognized as the California Public Parking Program of the Year. Both recognitions were the result of collaborative, hands-on partnerships that involved extensive community outreach and program development in support of sustainable, technology-integrated parking operations.

DIXON is a small, woman-owned California S-Corporation, certified as a Disadvantaged Business Enterprise (DBE) by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). I am the Principal Consultant and will serve as the designated contact for this proposal. DIXON will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed to by the City. DIXON does not employ any current or former City employees.

We are committed to providing you with implementation support services that are responsive to the needs of your community, and we will work tirelessly to achieve the City's overall parking and mobility goals.

Sincerely,



Julie Dixon, President
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San Diego, CA 92110
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julie@dixonresourcesunlimited.com

II. Technical Proposal

A. Project Approach/Methodology

Typically, we begin a project such as yours with an Operational Needs Assessment to dictate the direction and timeline of project deliverables. Instead, we have the opportunity to jumpstart the project since DIXON has already provided this primary effort for the *2019 Downtown Parking Study*. Even with our existing familiarity and understanding of the City's parking operation and the impact parking has within your community, it will be imperative that we refresh our experience, confirm existing conditions, and work with the City team to identify any developments or changes that have occurred. This will allow us to coordinate strategies and further characterize the internal resource requirements that will be needed to support the proposed implementation schedule.

While the priorities outlined within the Scope of Services are extensive, they are attainable objectives that can be sustained and supported by the City. The Parking Services Department will need to provide a concerted level of support to achieve the goals and objectives outlined within this solicitation.

Our team will be with Spokane every step of the way to:

- Develop a customized program that addresses the ongoing and future needs of the City including, but not limited to, implementing the parking strategies outlined within the Scope of Services, such as a performance-based management program, technology innovations and advancements, and ongoing data collection and monitoring;
- Support an open and transparent relationship with internal stakeholders that allows for an ongoing review of commentary, data, and feedback; and,
- Attend and participate in community meetings, Commission, and/or City Council meetings.

An interactive project timeline will provide the target dates that coincide with City priorities, objectives, and overall budget (See Section C, Project Schedule). Some of the strategies identified in the Scope of Services can be addressed concurrently while others introduce dependencies that will be identified and managed by the DIXON team as the project evolves. It is important to understand that the current parking program has evolved over time and 'getting back on track' does not happen overnight. We will establish realistic expectations of the processes required to ensure a long-term, effective, and sustainable solution. We will use a hands-on approach to guarantee that the technologies, services, and policies are adaptive to the current and future needs of Spokane.

As we prepare specifications for technology pilots and parking related service/hardware procurements, DIXON will detail the solicitation requirements to ensure vendor accountability and safeguard the City's operation. Our technical specifications will address industry best practices, operational requirements, and technical integration needs with any existing and/or pending City

systems, including compatibility with current parking technology software and potential future technology. DIXON will also assist the City to develop selection criteria and/or parking performance measures, including credit assessments and/or liquidated damages, to ensure vendor accountability, that can be included in each solicitation. Typically, the City is responsible for issuing and managing the RFP process, but DIXON is also capable of managing the solicitation and documentation process on behalf of the municipality.

We provide direct support throughout the proposal evaluation process, including assistance with questions submitted by prospective vendors, proposal review summaries, contract negotiation support and implementation transition support, oversight and system testing verifications. DIXON will also manage the parking technology pilots in coordination with the City and support the assessment and evaluation processes. We will work closely with both the City and vendor(s) to ensure a successful deployment. Typically, we encourage municipalities such as Spokane to test or thoroughly evaluate potential technology before considering a solicitation or contract. This can be accomplished through field trials or site visits. DIXON provides the value-added expertise that will provide an effective understanding of lessons learned from other municipal experiences and installations.

DIXON will conduct a thorough review of the City of Spokane's Municipal Code. We will recommend revisions that will address the current issues and prepare for potential future curb management demands. The purpose of the review and outline process is to recognize potential issues and identify gaps in the City's Municipal Code. As part of our services:

- DIXON will compile all relevant code sections and provide a list of adjustments to be considered. This will include instances where the City may be able to simplify language to improve program efficiency.
- The ordinance and policy review will include a best practices assessment, which will identify reference language from a number of other municipalities.
- Based upon the determined program adjustments, DIXON will assist the City in drafting the necessary ordinance language.

B. Work Plan

Stage 1. Site Visit & Implementation Planning

Parking is typically your first and last experience visiting a downtown area. In many cases, the overall perception of your City by visitors and residents alike can be defined by their parking experiences. A consistent, effective, and adaptable parking strategy is imperative to aid in the positive representation of Spokane.

Multiple factors must be considered when implementing a parking strategy. DIXON will engage the City's Project Team to customize the details of various parking strategies and ensure that the

solutions are tailored to the City and the overall parking objectives. In simple terms, we will convert the *2019 Downtown Parking Study* into a Parking Strategy Action Plan that incorporates City priorities, immediate demands, and ‘low hanging’ opportunities that may provide an immediate impact on the community.

DIXON will include an in-depth update of the current parking operation and existing technology and, most importantly, a detailed round of stakeholder engagement interviews. This feedback will provide the foundational direction necessary to develop the specifications outlined within the Parking Strategy Implementation. Since we anticipate that Kenzie Coulson will be based in Spokane throughout the initial 60 days, we can accomplish a substantial amount of the ‘heavy lift’ and organizational coordination necessary to build the program foundation.

The primary goal of this phase will be to identify the immediate and long-term equipment, technology, processes, and cost requirements necessary to solicit and achieve the City’s goals. DIXON has included a comprehensive and collaborative project management oversight approach that will include specification development, equipment and vendor solicitation, contract negotiation support, and overall implementation oversight and system testing verification.

This first stage and existing conditions update will allow DIXON to establish a thorough understanding of the City’s current operational needs and define the parking operations and technology roadmap that will ensure a stable, efficient, and manageable parking operation for the City that will allow patrons to efficiently locate and pay for available parking.

Stage 2. Parking Strategy Solicitation & Coordination

DIXON has extensive experience developing technical specifications for municipalities. In recent months, DIXON has developed RFP specifications for Laguna Beach, Denver, Columbus, and Monterey, among many others. We have also conducted curb management technology pilots for a variety of parking guidance/wayfinding signage and application solutions that incorporate vehicle counters and remote signage to promote real-time parking availability, improve access, and mitigate congestion.

Based upon Stage 1 and the guidelines defined within the *2019 Downtown Parking Study*, DIXON will develop RFPs and pilot programs based upon the City’s priorities. The solutions will focus on consistency, flexibility, cost-effectiveness, and integration to maximize the overall parking operation and infrastructure capabilities. These specifications will include a concept of operations to describe how this new system would function and how the City would enforce such a system.

The solicitation process will include the preparation of project plans, specifications, and a system design proposal for a parking management system. DIXON will guide the City’s Project Team to manage the review of vendor proposals and interviews and negotiate contracts in support and coordination with the City.

Our team will provide the project management oversight and testing of the new and integrated parking management system. DIXON has operated in an implementation management role for several municipalities including Dallas, Park City, San Francisco, San Leandro, and Sausalito, with the most notable being the City of Los Angeles, where DIXON (as a subcontractor to SP+) is handling the technology implementation for a parking meter revenue collection and counting contract. DIXON was specifically tasked with overseeing the entire implementation process of the contract and providing a proprietary software technology solution to optimize and enhance the current collection process. The implementation of the contract included procuring quotes for updating the security and equipment infrastructure of the facility along with overseeing the customization of the collection vehicles and equipment.

As part of Communications/Project Coordination:

- DIXON will hold regular meetings with the Project Team. We will provide direction and develop collaborative recommendations with the Parking Services Department to ensure efficiency, accountability, and optimization.
- Our support will include working with the Finance Department to develop a comprehensive system that ensures appropriate collection and reconciliation of parking payments, the tracking of revenues and processing of program expenditures.
- DIXON will provide oversight for the development and adoption of a performance-based management program that includes realistic benchmarks and operational guidelines. DIXON will also support the development of signage and potential installation and/or removal of paid parking technology.

We will collaborate with the City to continue and expand community engagement. We will oversee an outreach campaign directed to Downtown businesses, residents and visitors that includes promoting new parking regulations. This process can include content development for a City webpage to provide the public with all relevant parking information and improvements including technology enhancement and system changes. DIXON can further support the City in the exercise of establishing a brand and corresponding marketing plan.

Our team will develop strategies and guidelines for enhanced parking enforcement, including the implementation of enforcement technology and supporting the training and development of enforcement staff in the use of new systems in order to maximize the effectiveness of the enforcement program. Whether specific training or a quarterly refresher, DIXON will customize a training program to meet the needs of the Parking Services Department. Since we are frequently on site, especially at the onset of a project, we stay actively engaged with frontline staff. It is imperative that City staff directly participate in this implementation process. Whether providing feedback on equipment during a pilot, testing handhelds or commenting on sign mockups, the staff's intimate understanding of the parking experience can provide for a more efficient and effective process.

Ongoing communication is a necessity to ensure the success and implementation of the Parking Strategies. DIXON will ensure that the Project Team and Parking Services Department are supported and engaged consistently throughout the project. In addition, DIXON will provide ongoing project status reports based upon City leadership needs and preferences.

Stage 3. Parking Strategy Implementation

Development of the tasks within this Phase will be outlined during Stage 1. These strategies must be considered when selecting technology and designed into the baseline policies that will later allow for an incremental application of system enhancements when the parking operation is able to support these additions.

Identifying technology that can support a performance management zone-based structure will be essential when developing the specifications in Stage 2. Also, the municipal codes updates will allow the City to implement this approach to manage parking based upon specific occupancy targets. Performance measures and ongoing data collection processes will be established to identify when the City should consider applying these types of changes, and DIXON will recommend signage, outreach, and enforcement technology to support this parking management model.

Throughout the project, we will collaborate with the City to develop a long-term strategy and smart parking technology roadmap that includes a high-level estimate of implementation costs, ongoing maintenance support, and potential revenue impacts.

We will provide recommendations to ensure that you have an efficient and effective parking organization that is adaptable as the City continues to grow, and this might include working with private property owners to optimize shared parking agreements. DIXON has successfully implemented several monetized and non-monetized shared parking agreements. Most recently, a monetized shared parking agreement in the City of San Leandro is generating a substantial paid parking revenue stream that did not exist prior to this installation. This is an exciting opportunity to leverage public/private partnership opportunities to provide available parking assets to the community, which will further improve the customer parking experience.

Stage 4. Ongoing Management of the Downtown Parking Strategy

The opportunity to provide the initial ongoing management of the implemented solution will allow DIXON to collaborate directly with the Project Team to maximize and optimize the performance of the parking operation. We can ensure that the vendor equipment is performing as promised and that the systems are accountable and being maintained and reconciled as required. Our team has a proven, established implementation and support model with municipalities across the region including Seal Beach, San Leandro, and Sausalito, and our track record continues. We are eager to

utilize our expertise to help transition the City of Spokane and address the challenges that we described in the Operational Needs Assessment.

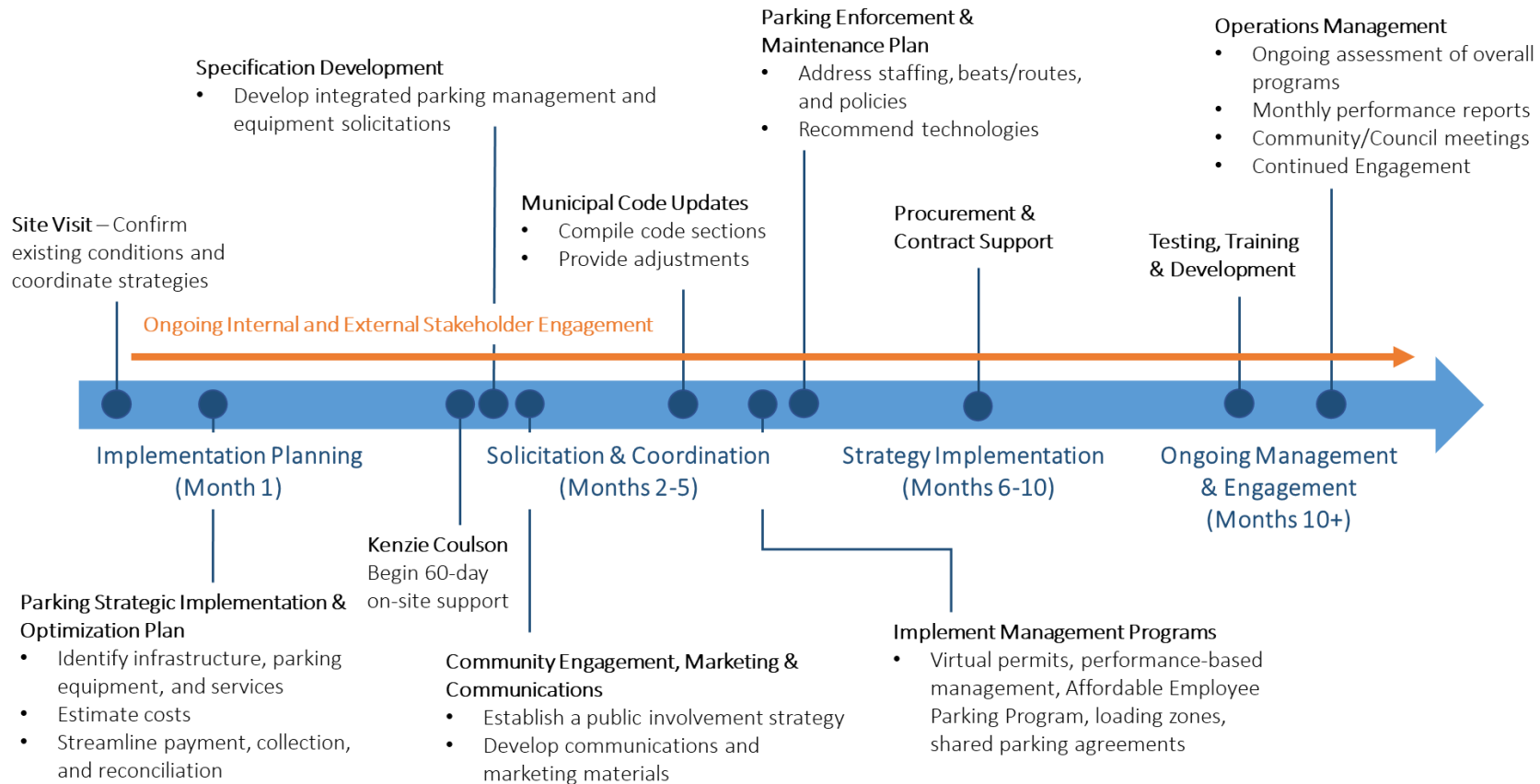
The objective is to simplify the parking operations and make parking more user-friendly and easier to understand. This operational initiative will be a priority throughout the implementation and ongoing operation. DIXON will ensure that all operational initiatives focus on improving customer service and the overall functionality of the parking operation.

Our management support will include the ongoing assessment of the overall parking programs, including enforcement, maintenance, collection, and parking revenue reconciliation. DIXON will ensure that your operation incorporates industry best practices and we will continue to provide recommendations and documented standard operating procedures for program developments and improvements.

We will be responsible for the preparation of a monthly performance summary report that provides trend analysis and data comparisons to allow for the identification of performance gaps, revenue variance, and utilization concerns. DIXON will work with the City and technology vendors to develop the performance reports and dashboard analytics that will provide a quick and simplified reference for the data needed by the Project Team.

DIXON will provide representation at City Council and community meetings on parking-related matters, including preparing presentations and drafting agenda items. In coordination with the City's public information policies and preferences, we can serve as a point of contact for members of the public and the press to address questions about the parking program and respond to complaints including supporting enforcement with administrative request issues.

C. Project Schedule



Note: The project schedule presented above is meant to represent the general staging for each of the project deliverables. Following completion of Stage 1 (Site Visit & Implementation Planning), DIXON will develop a detailed Gantt Chart to guide the schedule and project management. Elements of the Gantt Chart will be customized based upon the City's priorities.

D. Deliverables

The implementation support provided by DIXON will be comprehensive and thorough. The deliverables associated with this project will be extensive because there are several levels to each of the processes that will be supported. Below is a summary of the deliverables associated with the RFP Scope of Services, however, it should be noted that the DIXON team is adaptive and flexible to the City's needs. We will work with the City and, based upon the evolution of the Project, we will adjust our deliverables to ensure ongoing alignment with project goals and overall project plan priorities.

Develop Parking Strategic Implementation & Optimization Plan

- Develop, maintain, and support a Parking Strategic Implementation & Optimization Plan based upon the *2019 Downtown Parking Study*. Identify the recommended infrastructure to support an integrated parking management system. This will include consideration for the types of parking equipment and services, the estimated costs, and the proposed processes and support requirements. Optimize and streamline payment processes, revenue collections, and reconciliation processes including accountability and awareness.

Community Engagement, Marketing & Communications

- Ongoing community engagement, marketing, and outreach will be an essential part of this project. Coordination will be critical for both input into the process and buy-in on the pilot programs, implementation, recommendations and incremental changes that will ensue. DIXON will support an engaged leadership role in establishing a public involvement strategy that will ensure inclusion and transparency and involve a broad range of stakeholders to solicit feedback and improve the recommendations and processes. DIXON will assist in the development of parking communications and marketing materials in support of the Project.

Specification Development

- Specification development for integrated parking management and equipment solicitations, including, at a minimum, parking meters, mobile payment, license plate recognition technology, occupancy monitoring, data collection, citation and permit processing, enforcement, immobilization, revenue/debt collections, wayfinding, and mobility applications.

Procurement & Contract Support

- Support City procurement processes and contract negotiations, including management and coordination of parking technology pilots.

Municipal Code Updates

- DIXON will review and recommend Municipal Code updates that will support the long-term objectives of the City's Parking Strategies. We will compile all relevant code sections and provide a list of adjustments to be considered.

Parking Enforcement & Maintenance Plan

- An effective parking management plan cannot be successful without adequate enforcement and parking technology maintenance. Our process will address the necessary staffing, beats/routes, policies, and technologies that will optimize the Parking Services Department. We will evaluate and recommend technologies that the City should consider in order to ensure efficiency, consistency, upkeep, and compliance.

Curb Management Initiatives

- Spearhead and implement the various curb management initiatives outlined within the Scope of Services including, but not limited to, virtual permits, performance-based management, Affordable Employee Parking Program, shared freight and passenger loading zones, and shared parking agreements.

This project will be a partnership between the City and DIXON. We will serve as your agents, continuously working in coordination and on your behalf to adopt the Downtown Parking Goals. Communications, trust, and transparency will be critical factors to the overall success of this project. There is a lot to be accomplished and the City can successfully achieve the identified objectives with DIXON's support.

III. Management Proposal

A. Project Management

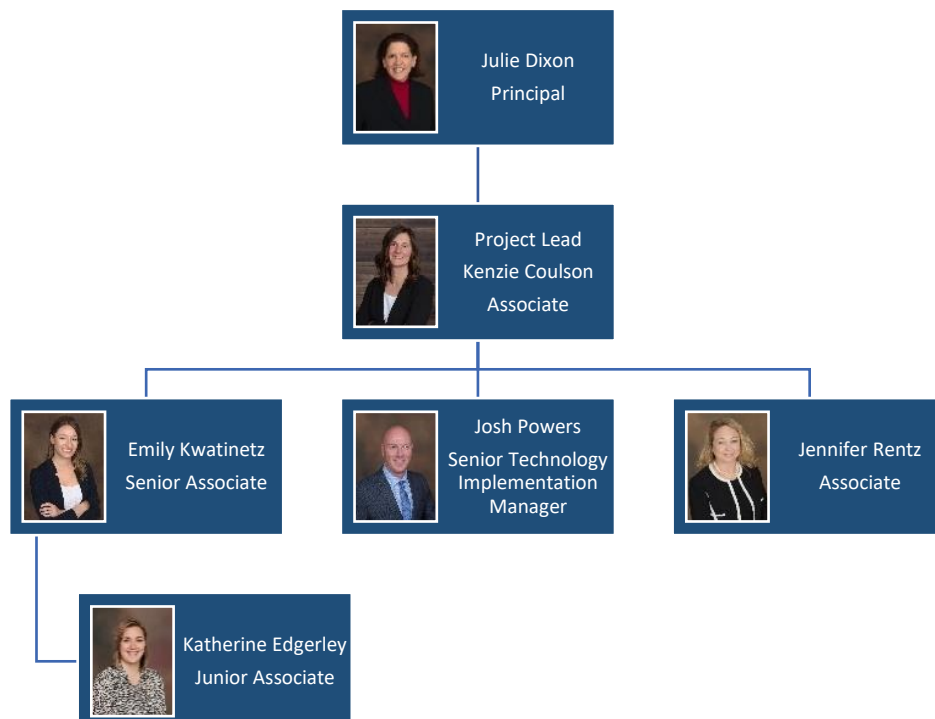
Project Team Structure/Internal Controls

The DIXON approach is a team-based approach. On each project, a project lead is designated as the primary point of contact for day-to-day project details. DIXON's agile size gives the company the ability to respond to evolving project needs and immediately address City concerns. We are excited to offer the array of our industry expertise that incorporates all aspects of parking technology, enforcement optimization, citation and permit management, procurement, and implementation.

Kenzie Coulson will be the project lead and become the designated point of contact with the City and will have prime responsibility for the project. Kenzie will collaborate with various members of the DIXON team based upon the project-specific details and implementation needs. Our Principal, Julie Dixon, will be actively involved throughout the process in direct support of the project team, and she is readily available to the City and will provide final authority for the proposed work.

DIXON will establish a baseline weekly meeting with the designated City Project Team, though the level of interaction may increase based upon the demand and status of the project. We will work

Project Team Structure



closely with the City and escalate needs when necessary. Our DIXON team coordinates internally to track project deliverables and specialized assignment details based upon subject expertise.

We pride ourselves upon direct access and availability and Kenzie will become the information and coordination hub for the overall project. The relationship between the City and DIXON will be seamless, and we pride ourselves as an extension of the City and will work to ensure that we deliver the best possible solution and representation of the Project Team.

Staff Qualifications/Experience

Julie Dixon – Principal



Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned business, focused on providing parking consulting services to municipalities. With over 28 years of experience in parking and transportation management, Julie built her firm to provide ‘best in class’ municipal parking solutions across a broad spectrum of areas including operations management, technology, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement, and integrated solutions.

Julie began her career as the first parking enforcement officer for the Santa Barbara County Sheriff’s Department while completing her bachelor’s degree at UC Santa Barbara. As her career path evolved, Julie directed and managed all aspects of various complex transportation programs, including both the City and County of Los Angeles Automated Enforcement/Red Light Camera Programs, the City and County of San Francisco Parking Meter Counting, Collections and Management System, and the City of Los Angeles Parking Meter Collections Program.

She has been responsible for establishing policies, defining objectives and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement and adjudication processes and has been solicited to present at a variety of parking industry events regarding her project experiences. She has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems.

Julie was directly involved with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally recognized *SFpark* program. *SFpark* was the first parking project in the United States to evaluate both on- and off-street parking technology and policies and their direct impact on congestion mitigation in the City. Using real-time information to determine parking availability, *SFpark* successfully implemented a demand-responsive pricing model that continues to be evaluated and debated throughout the parking industry. She was directly responsible for the development of specifications, solicitations, contract negotiations, and technology

integration/implementation oversight. This extensive experience will bring a direct benefit to the City of Spokane.

Beginning in 2007, Julie supported several of the largest U.S. parking programs, the City of Los Angeles and the City and County of San Francisco, and the customer-service-based parking enforcement program for the City of West Hollywood. Julie has been engaged in all levels of the parking programs, including the collection and reconciliation for more than \$80M in annual parking meter revenue with a reconciliation rate consistently over 99.99%. Accustomed to a mixture of technologies, both old and new, she supported the extensive documentation and procedures necessary to be accountable for and manage over 60,000 parking meters in Los Angeles and San Francisco.

Considering the volume of collections and revenue counted, Julie has faced multiple security issues and revenue anomalies. Each municipality is unique, but she knows what to look for and how to outline a program that recognizes irregularities or variances as a standard practice. Regardless of project size, documentation, procedure, and accountability are the keys to a successful revenue and enforcement program, and the lessons learned from these programs can be adapted for the needs of the City.

One of DIXON's primary business objectives is to define and recommend parking policy for its customers. Since founding DIXON in 2012, Julie has been focused on coaching municipalities like Spokane through operational and technology assessments, community engagement, rate changes and implementation and procurement processes. Julie completed the Spokane Operational Assessment for the *2019 Downtown Parking Study*, and she is responsible for the overall management of each project for the DIXON team and prides herself on being labeled the "Parking Coach." You won't find another consultant that has a more well-rounded and operational understanding of the City's needs.

Kenzie Coulson – Associate (Project Lead)



With deep family ties, Kenzie is excited to support the City of Spokane as the designated DIXON Project Lead. Kenzie recently joined DIXON as an Associate Consultant, however, our relationship has been extensive because she was our client in Park City, Utah. Her understanding of the City's needs combined with direct experience in comprehensive parking projects makes her the ideal partner for Spokane. On the DIXON team, Kenzie works directly with customers to assess, design, build, and operate successful parking programs. By integrating her practical experience with a personal touch and commitment to customer service, she ensures that DIXON's customers are able to seamlessly implement their parking solutions. Since her start date, she has become engaged in DIXON projects with the City of Fort Lauderdale (FL), University of Utah (UT), and City of Temple (TX), in support

of on- and off-street parking solutions, stakeholder engagement, operating plans, and policy development.

With over 20 years in transportation, Kenzie has extensive experience launching complex projects, planning for traffic mitigation, and developing parking strategy. As Parking and Fleet Administrative Supervisor with Park City Municipal Corporation in Park City, Utah, she overhauled the entire parking department, facilitating the launch of nine new technologies, infrastructure upgrades, wayfinding improvements, and policy updates, all within a period of one year.

Kenzie has a wide breadth of project management experience aimed at overcoming logistically strained operations. As a Senior Manager for Sundance Institute, Kenzie managed all elements of transportation for the Sundance Film Festival, including the scoping and development of a logistics management database and various traffic and parking plans. Sundance Institute, founded by Robert Redford, hosts the annual Film Festival, which draws more than 70,000 patrons each year into the narrow streets of Park City. In order to accommodate a large number of guests in a small corridor, Kenzie implemented a parking, transit, and curbside plan with strict budget restrictions.

Kenzie's leadership role in Park City showcased her willingness to customize a community-specific solution. Working alongside the DIXON team, she helped develop the specifications necessary to solicit a comprehensive parking technology system. The Park City solution integrated transportation demand management (TDM) with a progressive incentive program to encourage the use of alternative transportation such as transit and carpooling. Her efforts have allowed the Park City operation to become a model for TDM and parking solutions.

Earlier in her career, Kenzie worked on a Software as a Service (SaaS) booking engine that has grown to offer white-label service for prominent events, cities, and destination markets. Her involvement with the launch of the start-up involved all aspects of managing technical development, contracting partners, sales, operational oversight, and marketing. Her diverse experience allows her to effectively foresee potential roadblocks to success. We are excited for Kenzie to lead our support in Spokane and she will be based locally throughout the initial project launch to optimize the on-site coordination and collaboration with the City team.

Emily Kwatinetz – Senior Associate



Based in Seattle and recently promoted to Senior Associate, Emily Kwatinetz has been with DIXON for three years and has managed projects ranging from parking and mobility studies to detailed implementation plans. Through operational audits, data analysis, stakeholder outreach, and the development of strategic recommendations, she has a track record of comprehensive support for a variety of municipalities. Emily was recognized and inducted into the National Parking Association's 40 Under 40 Class of 2018.

Emily has gained extensive experience with DIXON supporting numerous parking and mobility projects during her tenure. For the City of Palo Alto, Emily made recommendations to prepare the City for future growth, including active monitoring, tiered parking rates, transportation demand management (TDM), walkability, car sharing, and employee mobility strategies. Emily also collected and analyzed LPR data to produce occupancy heat maps.

As the project lead for the Town of Springdale, Emily developed innovative solutions for the Town's unique challenges and limitations. Her recommendations have helped to address shared parking, wayfinding technology, residential parking impacts, and the overall technology solution. With DIXON's support, the Town recently implemented a successful paid parking technology pilot near the entrance to Zion National Park. Emily's recommendations outlined the tools to effectively implement and manage a comprehensive paid parking solution to address the millions of visitors that visit the small Town each year.

In the County of Maui, Emily developed individualized implementation plans for Lahaina City and Wailuku City. She produced financial modeling workbooks to forecast equipment and operating costs as well as projected revenue for the implementation of paid parking in each City. Through a detailed ordinance review, Emily helped the County prepare for the implementation of paid parking, parking benefit districts, and shared parking.

Emily managed an Access and Mobility Study for Council District 4 in the City of Los Angeles. The recently completed Data Analysis Report factors in daily traffic volumes, parking occupancy, and bike and pedestrian data for the neighborhoods surrounding the Hollywood Sign. Pulling from her urban planning background, combined with extensive stakeholder engagement and data analysis, she developed a Comprehensive Strategies Report with short-, mid-, and long-term recommendations to improve safety, access, and mobility in and around Griffith Park and the Hollywood Sign. The strategies consider potential impacts from subjects such as ridesharing, public transit programs, wayfinding, street reconfigurations, and parking restrictions.

Emily supported the City of San Leandro with the implementation of a comprehensive parking program. Leveraging strategic investments and vendor management, she helped improve the City's paid parking, permit program, and enforcement operation. The City's program was awarded the 2018 Public Parking Program of the Year by the California Public Parking Association (CPPA).

Emily is currently managing the near-term implementation steps of a Parking Action Plan for the City of Paso Robles, including an employee virtual permit parking pilot program supported by an ongoing LPR data collection occupancy strategy, an innovative and customized paid parking on street rate plan that includes the first 90 minutes free, signage development, a public outreach and marketing campaign, and an integrated permit and citation management system. These recent and ongoing innovative experiences provide a direct benefit to the City of Spokane and our unique familiarity with customer centric solutions provide the lessons learned and efficiencies gained from actual municipal implementation experience.

Josh Powers – Senior Technology Implementation Manager



Josh is an experienced parking professional with more than 11 years in the parking industry. Josh developed his skills as a technical expert by deploying several high-profile off-street parking projects with his role at SKIDATA, one of the world's largest PARCS vendors. Throughout his career, Josh has forged productive working relationships with property owners, operators, partner vendors, asset managers, and consultants to deploy projects ranging in excess of \$12 million, recently facilitating the implementation of the San Diego Airport Terminal 2 Parking structure.

Josh has participated in the successful implementation of over 100 Parking Access Revenue Control Systems (PARCS) installations and is versed in the hardware, software, and technology necessary for operating system structures. He has worked closely with several partnering technology providers in order to provide his clients with turnkey solutions, including the much acclaimed "Smart Parking" application hosted by Westfield. In addition to playing critical roles in several deployments, Josh has been responsible for overseeing the operations staff in his position as Director of Operations at SKIDATA. This title gave him the responsibility of ensuring compliance and profitability for an entire department.

As a Senior Technology Implementation Manager for DIXON, Josh oversees vendors and manages project schedules to ensure that DIXON's customers are able to seamlessly implement their parking solutions. He works alongside City staff in support of the procurement, installation, and integration of technology, such as single-space meters, multi-space meters, pay by phone, LPR, citation and permit management systems, and Parking Guidance Systems (PGS), along with the infrastructure needed to support these technologies.

In the City of Los Angeles (LADOT), he has participated in the deployment of new handheld technology that automates and tracks revenue collection efforts of the parking meter collection crews, and he is assisting in the rollout of a mobile maintenance application that will be used by LADOT meter maintenance staff. In the City of Seal Beach, he is coordinating the installation of a Wi-Fi network that will allow parking enforcement officers to perform their duties in beach lots where standard cellular services fail to operate, and in the City of Reno, he is overseeing the deployment of new PARCS.

Josh started in the field as an installation technician, quickly moving through the ranks of Project Manager, Technical Services Manager, and Regional Manager, ending his role at SKIDATA as a Sales Executive. This experience has enabled Josh to learn every aspect of the parking business and truly understand what drives a successful parking technology deployment. His technical expertise and implementation knowledge have elevated the capabilities of the entire DIXON team.

Jennifer Rentz – Associate



Jennifer Rentz is an Associate Consultant with expertise in leading large-scale projects, technology initiatives, and operations management. With sixteen years' experience in the parking industry, she brings a wealth of knowledge regarding industry best practice and customer service to assist our municipal clients.

Jennifer's DIXON projects include the development of comprehensive parking citation and permit management RFP for both the City of Palo Alto, CA, and the Village of Oak Park, IL. In addition to RFP development, she managed parking technology pilots for the Village of Oak Park to test pay-by plate with several technology vendors. The engagement with Oak Park also included an evaluation of Village ordinances and parking policy. This process began with input from key Village staff and the Transportation Commission along with community stakeholder meetings that helped define a direction for proposed changes to parking regulations. The goal of this process was to streamline parking restrictions and permit zones to facilitate enforcement and ensure parking availability for residents and visitors.

Jennifer has supported the Seal Beach project to enhance and advance the current parking technology and operations. In addition to managing a variety of vendor technology trials, she reviewed the existing municipal ordinances and provided recommended changes to ensure the ongoing operational needs of the downtown community. Jennifer also provided a signage assessment that is anticipated to introduce an improved wayfinding solution for the City. Her skills and experience are particularly valuable for clients engaging in technology upgrades, vendor assignments, and ongoing operational procedures.

Currently, Jennifer is responsible for developing specifications for the City and County of Denver procurement for on street paid parking technology and an updated citation and permit management system. The detailed development process has been extensive and included in depth assessments and evaluation of current and future program needs. The solicitation process will likely result in over \$50M vendor agreement(s) and will include DIXON-coordinated demonstration pilots and interview processes. This engagement mandates that the DIXON team must be current and aware of industry direction and vendor developments to ensure that the City is selecting the most optimized partnership to support the current, ongoing and future requirements of the community.

Prior to joining DIXON, Jennifer most recently served as Executive Vice President of West Coast Operations for Complus Data Innovations, Inc., a parking citation management firm. In her role with Complus, Jennifer was responsible for oversight of the company's west coast office with responsibility for staff, client relations, revenue generation and administration. She also oversaw research and development of new mobile technology features and integrations. She has worked directly with over 150 cities, towns, villages, universities and private operators to help strategize

parking procedures, maximize revenue, and implement the latest in parking technologies. Jennifer has Project Management Professional (PMP) certification, a bachelor's degree in Marketing Management and graduate coursework in the field of Data Science. She has been named one of National Parking Association's "40 Under 40" in the parking industry and has been an active member of International Parking Institute's Technology Committee and she is currently on the Board of Directors for the Women in Parking Association.

Katherine Edgerley – Junior Associate



Katherine joined the DIXON team last year as a Planning Intern while completing her Master of Public Administration at the University of Washington. She will earn her degree in a few weeks, and we are excited that Katherine has accepted a Junior Associate position. Her DIXON contributions and experience have been extensive, and she has supported data analysis, municipal code updates, and project research.

For the City of Paso Robles, Katherine provided detailed monthly data analysis including occupancy and turnover rates throughout the City's downtown on-street and off-street parking areas. The data analysis has allowed the City to make compelling and data-driven decisions to support the decision to implement paid parking. Katherine's direct support has included updating municipal code ordinances to support parking management strategies, continuing outreach and education efforts with residents, merchants, employees, and visitors, and establishing dedicated employee parking locations.

Katherine developed and outlined the complete restructuring plan for the municipal codes for National City (CA) for both parking and transportation-related policies, including introducing and incorporating micro-mobility policies (i.e. dockless bikes & scooters). With National City's opportunity to start from a blank slate, Katherine provided a logical and comprehensive outline to effectively manage and "future-proof" the City's municipal code.

She will provide a direct support and resource to the City, Kenzie, and the DIXON team for this project.

B. Experience of the Firm

With over 28 years of parking and transportation management experience, Julie Dixon founded Dixon Resources Unlimited with the direct goal of supporting municipal parking programs. We consider ourselves to be “Parking Coaches” because we offer best in class municipal parking solutions across a broad spectrum, including:

Parking Management	Best Practice Comparisons	Parking Studies
Stakeholder Engagement	Financial Reporting	Officer Training Programs
Technology/Automation	Revenue Reconciliations	Procurement/Solicitations
Monetization Modeling	Integrated Solutions	Contract Management

Based upon industry awareness and familiarity with parking technology and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. Our familiarity with parking processes, policy, and overall technology and service solutions will provide a direct benefit to the City of Spokane.

DIXON has directly supported municipalities throughout the United States, developing extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems. We have been responsible for establishing policies, defining objectives and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement, and adjudication processes.

We have direct experience reviewing and assessing the organizational structure, operational services, and staffing levels for municipalities. Our work has garnered an impressive client list delivering results that are tailored to the needs of each customer that relate to the services identified under this RFP, including the following cities:

CA Alameda	CA Pasadena	MI Birmingham
CA Anaheim	CA Paso Robles	NC Hendersonville
CA Beverly Hills	CA Riverside	NJ Atlantic City
CA Chico	CA San Francisco	NJ Princeton
CA Davis	CA San Jose	NM Albuquerque
CA Downey	CA San Leandro	NV Las Vegas
CA Livermore	CA Sausalito	NV Reno
CA Los Angeles (DOT)	CA Seal Beach	OR Portland
CA Los Angeles County	CO Denver	TX Austin
CA Monterey	CT New Haven	TX Dallas
CA Mountain View	CT Stamford	UT Park City
CA Napa	FL Brevard County	UT Salt Lake City
CA National City	FL Seaside	UT Springdale
CA Newport Beach	HI Maui	WA Seattle

CA	Oakland	ID	Boise	WA	Spokane
CA	Oceanside	IL	Oak Park	WA	Vancouver
CA	Palo Alto	MI	Ann Arbor	WI	Milwaukee

We have the specific experience requested including extensive consultation and implementation of parking studies with Park City (UT), Princeton (NJ) and San Leandro (CA). These programs and Seal Beach include examples of projects where we have implemented integrated parking management systems. Internal and external stakeholder engagement is a critical aspect of every project that we support. The City of Paso Robles is a demonstration of the effectiveness and transparency of community involvement throughout the process. The City Council has proceeded with progressive policy decisions that were a direct result of the proactive communications process.

The DIXON team is committed to technology advancement and knowledge. We invest time weekly evaluating and assessing new and existing solutions to ensure our awareness and understanding of the direction of our industry. This has allowed DIXON to provide comprehensive solutions and specifications for evaluation, solicitation, procurement and implementation for products and services for DIXON clients across the country. Recently, the City of Columbus (OH) publicly acknowledged DIXON's behind the scenes support for the City's recent technology innovations for the Short North pilot projects. Our combined work on major procurements for cities such as Denver, San Francisco, and Seattle and technology specific solicitations for LPR, mobile payment, paid parking for projects with Napa (CA), Monterey (CA), and Oceanside (CA), provide DIXON with the expertise needed to support Spokane in the advancement of the City's parking solution.

In addition to the Operational Assessment that we completed for the *2019 Downtown Parking Study*, our team has completed dozens of similar assessments for parking programs throughout the United States. These experiences provide important lessons learned and best practices that will directly and immediately benefit the City of Spokane.

One of our many added values that we bring to Spokane includes our parking operations and enforcement expertise. Not only did our founder Julie Dixon begin her career as a parking enforcement officer, her background in conflict resolution, communications, and customer relations provides municipalities and various parking associations with ongoing training and frontline parking operations staff development opportunities. Julie has provided training classes to several parking teams including the City of Las Vegas and California State University, Long Beach.

The following section includes more detailed and relevant project experience followed by project reference contact details.



California, San Leandro

- Parking Management Services
- August 2017 - Present
- Size: \$220,000

The City of San Leandro hired DIXON to implement the City's Downtown Parking Management Plan, playing a central role in the transformation of the downtown business district. Due to outdated parking technology and inconsistent enforcement, the parking spaces in the downtown core weren't being maximized, resulting in time limit overstay and congestion. Leveraging our expertise, the City has implemented several strategic and cost-effective initiatives designed to improve the management of parking in San Leandro. The City's program was recognized as the 2018 Public Parking Program of the Year by the California Public Parking Association (CPPA).

After meeting with several key stakeholders, DIXON assisted the City with a review and update of the City's municipal code. The code updates defined the parking management plan and provided the City with the flexibility to adapt policies over time including the institution of a "No Reparking" ordinance to support the posted time limits and encourage longer-term parking in the garage.

Employee and residential permit programs were developed and customized for the San Leandro community to manage demand and address spillover concerns. DIXON leveraged the City's existing citation and permit management vendor to implement online and automated permit management services to allow San Leandro to handle permit demand increases. This included automation processes such as equipping parking enforcement officers with fully integrated handheld devices and optimizing a previously installed LPR system. The advanced integrated solution allows a parking enforcement officer to manage updated ordinances and regulations, including the ability to coordinate among parking zones and address time-limit management challenges.

In order to ensure an adaptive, cost-effective, and integrated technology solution, DIXON developed several specifications to support competitive bids for a mobile payment application, pay-by-plate pay stations for the Estudillo Garage, single space smart meters to support a monetized shared parking agreement, and parking enforcement support services. The City also plans to implement wayfinding signage throughout the downtown area. Through on-site assessments, DIXON identified optimal locations for signage and is assisting the City by developing design recommendations, soliciting signage vendors, identifying placement, and coordinating installations.

DIXON is committed to providing San Leandro with the hands-on support and industry knowledge necessary to modernize its parking program and facilitate the ongoing development of program enhancements that will continue to benefit its community.



California, Seal Beach

- Parking Consulting & Project Management
- May 2017 - Present
- Size: \$200,000

The City of Seal Beach retained DIXON in May 2017 to provide ongoing consulting and project management for the City's parking program. Seal Beach staff recognized the need for an overhaul of its parking operation, including community outreach, technology refresh, and parking policy assessment, and lacked the dedicated parking management staff to manage these projects. As a result, the City hired DIXON to act as an Interim Parking Manager, tasked with facilitating the implementation of new technology, including updating paid parking technology, streamlining the permit management process, and implementing new handheld citation writers and LPR technology for enforcement.

To ensure selection of the best solution for the City, DIXON organized a paid parking pilot that included three different vendor technologies. Our team facilitated multiple demonstrations and ride-alongs with LPR vendors and solicited proposals from each company. With the trials and demonstrations completed, in coordination with City staff, we presented the technology recommendations to City Council in February 2018. As part of the demonstration phase, the City evaluated handheld enforcement devices and DIXON negotiated the expansion of the citation management vendor support agreement. As a result, the City has successfully transitioned from manually issued citations to real-time, electronic citations.

Additionally, the City implemented a streamlined permit renewal process in time for the December renewal process. Residential customers are now able to submit proof of residency online or elect for the permit vendor to perform a DMV check that verifies residency. The responses from customers and staff have been overwhelmingly positive due to the time saving and customer conveniences resulting from the automation.

In 2019, Seal Beach's superior technical achievement was honored during the first annual Parking Today Awards announced during the Parking Industry Expo. With DIXON's support, the City has achieved a first-of-its-kind integration of vendors, utilizing Genetec's ALPR software to capture violations and transfer data to remote handheld devices for citation issuance, simultaneously integrating with the California DMV to verify vehicle registration, whitelists to verify scofflaws, and hotlists to verify stolen vehicles, stolen plates, and critical missing persons. Dedicated wheel imaging technology allows parking enforcement officers to digitally chalk vehicles, thereby eliminating the need for manual enforcement, and ALPR data is uploaded to a cloud-based platform where it is accessible in real-time to all outfitted enforcement vehicles, allowing Seal Beach to become one of the first programs in the country to utilize Genetec's patroller-to-patroller communication feature.

As DIXON continues to manage successful implementation of the above technologies, additional efforts are underway to refresh other aspects of the City's parking program. A comprehensive ordinance code review was recently approved by the City Council with recommendations for policy revisions that will facilitate enforcement and support the City's future growth. Based upon concerns raised by residents, DIXON also completed a red-curb and signage inventory that helps the City identify inconsistencies and safety issues.

Community outreach and stakeholder engagement are always important when considering major changes to a parking program. Our team has made efforts to engage City staff, Council Members, and the community to solicit opinions and obtain feedback about proposed changes. The engagement process to date has included multiple Council meetings, equipment demonstrations, City staff meetings and public parking forums, and DIXON will continue these outreach efforts throughout the duration of its engagement.



Utah, Park City

- Parking Technology Consulting
- December 2016 - Present
- Size: \$250,000

Park City retained DIXON in December of 2016, through a formal Request for Proposals process to provide consulting and project management for the solicitation and implementation of integrated parking technology services, including:

- Integrated wayfinding and parking guidance systems (PGS);
- Real-time available space count and pricing displays;
- Parking Access Revenue Control (PARCs) equipment in the City's China Bridge garage;
- Updated pay stations for on-street paid parking spaces;
- Updated mobile payment applications and incentive-based programs; and,
- Citation and permit management software, new enforcement handhelds, and a license plate recognition (LPR) system.

The project included an aggressive implementation schedule to ensure that the new parking solution was operational for the 2017-18 winter season. DIXON worked with the City to develop a proactive stakeholder engagement campaign focused on informing and educating the internal and external communities. DIXON's hands-on approach allowed the City to move forward and focus on its key transportation priorities, including reducing traffic congestion and single occupancy vehicle trips.

The Park City project proved DIXON's agile nature and ability to customize a community-specific solution. DIXON developed the specifications necessary to solicit a comprehensive and integrated parking technology system. The parking technology was integrated with transportation demand management (TDM) and incorporated a progressive incentive program that encouraged the use

of alternative transportation including transit and carpool programs. After initial reluctance, both the public and City Council supported the introduction of off-street paid parking. Concerns about parking were transformed, and stakeholders embraced the implementation process.

During implementation of the technology, DIXON focused on developing a rate model that incorporated demand-based pricing, serving both peak- and non-peak seasons. Additionally, DIXON provided training and development support services with parking enforcement staff that focused on a parking ambassador approach. DIXON also worked with the City to develop a transportation and parking brand that would ensure an easy parking experience with increased information available to guests and residents.

DIXON introduced an incremental implementation schedule that allowed the community to adapt to the technology and policy changes that included rate changes. Our team continues to support the City including presenting to City Council, coordinating public outreach forums, and speaking



The wayfinding program developed by PICTOFORM complements Park City's cultural and historical elements.

on local radio programs. Even though the Park City parking and transportation objectives were ambitious, we were able to implement a comprehensive integrated solution that was fully operational by December 2017. The Park City operation has become a model for TDM and parking solutions.



California, Paso Robles

- Parking Management Services
- March 2018 - Present
- Size: \$100,000

In March 2018, the City of Paso Robles commissioned DIXON to perform a Downtown Parking Existing Conditions and Needs Assessment. Between April and August, DIXON conducted a series of on-site visits and community engagements to ensure a thorough review of existing downtown parking conditions, during which time staff met with City Council Members, a Steering Committee comprised of residents and business owners, and a diverse number of community stakeholders.

Following our assessment, we submitted a Parking Action Plan recommending steps to establish an effective and efficient parking program in the City of Paso Robles. DIXON's recommendations addressed the current, upcoming, and long-term parking challenges and needs of the community. In June 2018, the City adopted the Parking Action Plan, creating the framework for a tailored parking program to address its own parking challenges. In August 2018, City staff began the implementation of near-term solutions to include a comprehensive update to the Paso Robles Municipal Code.

Consistent with Council and community direction, DIXON provides the City with ongoing expert support to implement the Parking Action Plan's designated solutions, including but not limited to: updating municipal code ordinances to support parking management strategies; continuing outreach and education efforts with residents, merchants, employees, and visitors; establishing dedicated employee parking locations; initiating a virtual Employee Parking Permit (EPP) pilot program with the use of LPR for enforcement; implementing a pilot special event paid parking program; implementing a citation and permit management system; and, allocating enforcement resources to manage access, traffic flow, and safety for event parking.

The City acknowledges DIXON's demonstrated expertise and ability to aid the City with implementing the foundational building blocks for a reliable, modular, and flexible downtown parking program capable of growing with the City's evolving needs. DIXON's expedited project timeline represents its capacity and skill to perform crucial services in a timely manner.

We recently presented the analysis and recommendations associated with the pilot program, and the City Council unanimously voted to proceed with implementing a paid parking solution that has been developed and customized for the needs of the community. To accommodate the specific needs identified by the downtown community, we are implementing an innovative on-street parking rate model that allows for the first 90 minutes free. This approach combined with signage developed for this solution along with a proactive public outreach and marketing campaign will be implemented in time for the peak summer season.

C. References

We encourage the City to contact our references (project details included in previous section) directly. We can provide additional references upon request.

Customer	Contact Information
San Leandro, CA	Mariana Garcia, Economic Development Project Specialist 835 East 14 th Street, San Leandro, CA 94577 MGarcia@sanleandro.org (510) 577-3323
Seal Beach, CA	Steve Bowles, Commander, Police Department 211 8 th Street, Seal Beach, CA 90740 sbowles@sealbeachca.gov (562) 799-4100 Ext. 1117
Park City, UT	Robbie Smoot, Mobility Data Analyst 1053 Iron Horse Drive, Park City, UT 84060 robbie.smoot@parkcity.com (435) 602-3677
Paso Robles, CA	Ty Lewis, Chief of Police, Paso Robles Police Department 900 Park Street, Paso Robles, CA 93446 tlewis@prcity.com (805) 227-7438

D. Related Information

DIXON has never been terminated for default.

IV. Section 4. Cost Proposal

Our cost proposal is based upon a program management model that will provide the City with direct support needed to ensure an efficient and optimized parking operation, especially for the long term. This cost model includes all labor and expenses for our project team and is based upon a flat monthly rate. We have supported enough similar projects to understand the labor required to support your initial, ongoing, and developing needs. This approach allows for flexibility, optimization, and convenience regardless of the phase or task. A mutually agreed upon final schedule will be confirmed with the City based upon the Stage 1 Site Visit and Implementation Planning.

Our terms are negotiable and can be customized based upon the City’s priorities. The model we have presented is both inclusive and adaptive. DIXON will commit to an ongoing monthly support rate that can extend beyond the implementation of the project. As a value-add to the City, we can provide the option to sub-contract with Nelson\Nygaard to leverage the firm’s legacy experience with the City. These subcontractor costs can be added, at the City’s preference.

The rates presented below are inclusive for performing the services necessary to accomplish the objectives of the contract, and they incorporate all staff costs and any expenses required to produce the deliverables under the contract.

Time Period	Flat Monthly Fee
Months 1-5	\$12,500
Months 6-10	\$10,250
Months 11-24	\$8,950
Total Budget (July 1, 2019 through June 30, 2021)	\$239,050

Attachment A

Washington State Disadvantaged Business Enterprise (DBE)
Certification Letter



STATE OF WASHINGTON

OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

1110 Capitol Way South, Suite 150 • PO Box 41160 • Olympia, WA 98501

(360) 664-9750 • Toll free 1-866-208-1064 • Fax (360) 586-7079

April 17, 2018

Dixon Resources Unlimited DBA Dixon Resources Unlimited
3639 MIDWAY DRIVE #B345
SAN DIEGO, CA 92110

Dear Julianne Dixon,

Congratulations! Your firm's annual review has been completed and you will remain certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a/an Disadvantaged Business Enterprise (DBE). Information about your business is published in the OMWBE Directory located at <http://bit.ly/2uu4zH2>.

Certification Number: **D2F0024861**

Anniversary Date: February 2, 2019

Please review each of the following:

- Each year before your anniversary date, you must submit an "Affidavit of Continued Eligibility." This form confirms there have been no changes that would affect your firm's ability to remain certified, such as changes in ownership, control, size, management responsibility, scope of work, or personal net worth. OMWBE will send you an email 75 days before your anniversary date.
- You must inform the OMWBE in writing within 30 days of the any of the changes listed above by logging into our system at <http://omwbe.wa.gov/certification>. Failure to notify our office of these changes may affect your firm's eligibility for the program.
- This certification shall remain valid unless and until it has been removed in accordance with the procedures set forth in 49 CFR § 26.87.

We are pleased to certify your firm and wish you much success. If you have any questions or need assistance, please contact us at (360) 664-9750.

Sincerely,

Michael Preston
Certification Analyst

Your firm is certified in the following areas:

Business Description:

Administrative management and general management consulting services. Focusing on municipal parking solutions including management, technology, citation processing. Customer service, field maintenance, financial reporting and integration solutions.

North American Industry Classification System (NAICS) Codes:

NAICS 541611: ADMINISTRATIVE MANAGEMENT CONSULTING SERVICES

You are encouraged to become an active participant on federally assisted projects. This certification permits your company to compete in federal-aid contract work as a DBE-owned and operated company. However, it does not guarantee that you will receive work.

Sign up in the Washington's Electronic Business Solutions (WEBS) if you wish to receive solicitation notices from state agencies, local and tribal governments and non-profit organizations throughout Washington State. If you have any questions about WEBS, please contact the Department of Enterprise Services at 360-902-7400 or webcustomerservice@des.wa.gov.

Learn more about doing business with the state: <http://bit.ly/DoBizWithWA>.



City of Spokane

CONSULTANT AGREEMENT

**Title: IMPLEMENTATION OF
2019 DOWNTOWN PARKING STUDY**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DIXON RESOURCES UNLIMITED**, whose address is 3639 Midway Drive, Suite B345, San Diego, California 92110 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **THE IMPLEMENTATION OF THE 2019 DOWNTOWN PARKING STUDY**; and*

WHEREAS, the Consultant was selected from a Request for Proposal No. #5061-19.

-- 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 August 1, 2019, and ends on July 31, 2021, 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. The City will acknowledge in writing when the Work is complete. 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 City's Request for Proposal and Consultant's Proposal dated May 20, 2019 attached as Exhibit B 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.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED THIRTY NINE THOUSAND FIFTY AND NO/100 DOLLARS (\$239,050.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement.

Payments will be made in accordance with Flat Monthly Fee Schedule, described in Consultant's Proposal dated May 20, 2019 attached as Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Neighborhood and Business Services – Parking Services Department, 808 W. Spokane Falls Blvd., 3rd Floor, Spokane, WA 99201. All invoices should include the Project Name and Department Contract No. "OPR XXXX-XXXX". Payment will not be made without this documentation included on the invoice. **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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. 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.

7. 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 Contractor 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.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE Parking Services Department 808 W. Spokane Falls Blvd., 3rd Floor Spokane, WA 99201	DIXON RESOURCES UNLIMITED 3639 Midway Drive, Suite B345 San Diego, California 92110

9. 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.

10. 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, indemnify, 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.

11. INSURANCE.

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 \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a 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 two (2) 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 forty-five (45) 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 forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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. 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.

14. 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.

15. 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.

16. 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 require 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.**

22. 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.

23. 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.

24. 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.

25. 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.

DIXON RESOURCES UNLIMITED

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B – City's RFP and Consultant's Proposal dated May 20, 2019

19-105a

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

EXHIBIT B

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: July 22, 2019

Submitting Dept: NBS - Neighborhood & Business Services Other: Parking Services

Name of Staff Member Presenting to Council: Theresa Sanders and Kris Becker

Agenda Type: Contract Item

Agenda Item Name: Implementation of 2019 Downtown Parking Study Consultant Agreement Contract

Agenda Wording (250 Character Max): Contract with the consultant, Dixon Resources Unlimited from San Diego, CA to implement key strategies contained in the 2019 Downtown Parking Study for Parking Services.

Summary Background (500 Character Limit): The 2019 Downtown Parking Study, completed over a year span provided a six- year plan and set of recommendations for the City. RFP #5061-19 went out after the Study was completed to ask for consultant services to implement key strategies contained within the 2019 Downtown Parking Study by defining a parking technology roadmap as well as providing procurement support. Dixon Resources Unlimited was selected as the consultant to work with the City. The City pays a flat monthly fee; \$239,050 maximum over a two year period. Contract begins August 1, 2019 and has an end date of July 31, 2021.

Grant Related? Yes ☐ No ☒

Public Works Related? Yes ☐ No ☒

Fiscal Impact: Expense

If Revenue or Expense: \$239,050 Budget Code: 1460-21200-21710-54201-99999

Council Notifications: 7/15/19 - Finance and Administration Committee.

Any Additional Approvals Required: N/A

Distribution List: People who should get a copy

Julie@DixonResourcesUnlimited.com; ananda@DixonResourcesUnlimited.com;
kenzie@DixonResourcesUnlimited.com; kbecker@spokanecity.org;
jwest@spokanecity.org; tkruger@spokanecity.org; jray@spokanecity.org;
cwheeler@spokanecity.org; cbrazington@spokanecity.org; jlargent@spokanecity.org;
korlob@spokanecity.org;

**PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE
SUBMITTED WITH THE AGENDA ITEM**

DETACH BEFORE POSTING



STATE OF
WASHINGTON

Profit Corporation

BUSINESS LICENSE

Issue Date: Jun 28, 2019

Unified Business ID #: 604137169

Business ID #: 001

Location: 0001

Expires: Apr 30, 2020

DIXON RESOURCES UNLIMITED DBA DIXON RESOURCES UNLIMITED
CORPORATION
DIXON RESOURCES UNLIMITED
3639 MIDWAY DRIVE STE B345
SAN DIEGO, CA 92110

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

VANCOUVER GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 6/30/2020) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

Vikki Smith

Director, Department of Revenue

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.

UBI: 604137169 001 0001

DIXON RESOURCES UNLIMITED
DBA DIXON RESOURCES
UNLIMITED CORPORATION
DIXON RESOURCES UNLIMITED
3639 MIDWAY DRIVE STE B345
SAN DIEGO, CA 92110

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
VANCOUVER GENERAL BUSINESS -
ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT (EXPIRES 6/30/2020)
- ACTIVE

STATE OF WASHINGTON

Expires: Apr 30, 2020

Vikki Smith

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

- Post this Business License in a visible location at your place of business.
- If you were issued a Business License previously, **destroy the old one and post this one in its place.**
- All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees that may apply.

If there is no expiration date, the endorsements remain active as long as you continue required reporting (see Endorsements).

- Login to **My DOR** at business.wa.gov/BLS if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 1-800-451-7985

Endorsements

Although tax registration, unemployment, and industrial insurance endorsements appear on your Business License, the registration with the agencies that govern these endorsements is not complete until they have established an account for your business.

Each registering agency requires you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

Corporations, limited liability companies, etc.

You must submit a Business License Application **and** file with the Corporations Division of the Secretary of State before you can legally operate as a corporation, limited liability company, or other business organization type that requires registration. If you have any questions, call (360) 725-0377.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call 1-800-451-7985. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (04/14/16)

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

07/22/2019

Date Rec'd

7/2/2019

Clerk's File #

OPR 2019-0529

Renews #Submitting Dept

HOUSING & HUMAN SERVICES

Cross Ref #Contact Name/Phone

MATT DAVIS 625-6815

Project #Contact E-Mail

MRDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1680 - ANCHOR COMMUNITY INITIATIVE FUNDING AWARD ACCEPTANCE

Agenda Wording

CHHS is requesting permission to accept a \$400,000 award from the Office of Homeless Youth and authorization to subaward funds to Volunteers of America to serve homeless and at-risk youth and young adults. Grant agreement to be released shortly.

Summary (Background)

This award from the Washington State Department of Commerce Office of Homeless Youth will increase the capacity of the local homeless crisis response system to provide housing navigation services for YYA identified as homeless or at-risk in the public school, child welfare, behavioral health treatment, and juvenile justice systems as well as establishing a quality by-name list of all unaccompanied YYA experiencing homeless in Spokane. See briefing paper for more information.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 381,297.00

1540-95585-99999-33442-99999

Expense \$ 375,064.00

1540-95585-65410-54201-99999

Expense \$ 6,233.00

1540-95585-65430-5XXXX-99999

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEENAN, KELLY

Study SessionDivision Director

CORTRIGHT, CARLY

Other

F & A - 7/15/2019

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HUGHES, MICHELLE

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GRANTS &
CONTRACT MGMT

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chhsaccounting@spokanecity.org

Briefing Paper

Finance & Administration Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services (CHHS) Department
Subject:	Anchor Community Initiative Funding Opportunity – Award Acceptance
Date:	July 2, 2019
Author (email & phone):	Matt Davis (mrDavis@spokanecity.org /ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Safe and Healthy/Reduce Homelessness
Deadline:	Award is retroactive to July 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$400,000 award from the Office of Homeless Youth through the Anchor Community Initiative RFP and authorization to subgrant \$366,064 to Volunteers of America to serve homeless and at-risk youth and young adults (YYA).
Background/History: On April 4, 2018, A Way Home Washington (AWHWA) and the Office of Homeless Youth Prevention and Protection (OHY) released a Request for Proposals (RFP) available to the four counties selected to participate in the Anchor Community Initiative (ACI). On July 1, 2019, OHY informed CHHS staff of the City of Spokane's successful bidder status. The ACI funding opportunity was briefed at the Urban Experience Committee held on May 13, 2019.	
Executive Summary: CHHS's successful proposal will increase the capacity of the local homeless crisis response system to provide housing navigation services for YYA identified as homeless or at-risk in the public school, child welfare, behavioral health treatment, and juvenile justice systems as well as establishing a quality by-name list of all unaccompanied YYA experiencing homelessness in Spokane.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Washington State Department of Commerce – Office of Homeless Youth Other budget impacts: None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

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

07/22/2019

Date Rec'd	7/8/2019
Clerk's File #	OPR 2017-0659
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFP 4378-17
Agenda Item Type	Contract Item	Requisition #	CR 20698
Agenda Item Name	4490-CONTRACT FOR AIR QUALITY EMISSION COMPLIANCE TESTING AT THE		

Agenda Wording

Contract with DEECO Inc. of Raleigh, North Carolina to provide Air Quality Emission Compliance Testing at the WTE from September 1, 2019 through August 31, 2020 with a cost not to exceed \$148,475.00 including taxes.

Summary (Background)

Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This is the second of those extensions.

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

Expense	\$ 148,475.00	# 4490-44100-37148-54940
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	F&A 7/15/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	
		deeco@deeco.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane City Charter prohibiting a City of Spokane income tax.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Finance, Administration & Sustainable Resources Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract For Air Quality Emission Compliance Testing At WTE.
Date:	July 15, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Finance, Administration & Sustainable Resources Committee/Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal with DEECO for air emissions compliance testing, without which, the facility will not be in compliance with its Air Operating Permit.
Background/History: Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This is the second of those extensions. This testing will demonstrate compliance with Air Operating Permit emission limits (Chapter 401 WAC & Title V). This year an additional RATA is being added to the costs. The emissions testing needs to be moved out of the first quarter due to seasonally reduced solid waste receipts in the first quarter. While the permit allows the emissions testing to be as long as 15 months after the last test, the RATA must be done at least once every 4 quarters. By doing a RATA in Q3 or Q4 of 2019 under this annual contract extension, both the 2020 emissions testing and 2020 RATA can then be moved into the second quarter of 2020, when solid waste inventories are higher. The other option would be to conduct all future RATAs in a different quarter than the emissions testing, but the mobilization/travel costs for DEECO to get to the WTE are high enough that this option is not cost effective.	
Executive Summary: <ul style="list-style-type: none"> Renewal #2 of 4 for air emissions compliance testing at the WTE Facility. Testing is required under the Facility's Air Operating Permit (Chapter 401, Title V). Contract term from September 1, 2019 through August 31, 2020. Pricing to remain the same as the prior contract year except the cost for the additional RATA test will be added to the overall contract amount. Anticipated annual cost not to exceed \$148,475.00. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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

**CONTRACT EXTENSION 2 OF 4
WITH COST**

**Title: AIR QUALITY EMISSIONS
COMPLIANCE TESTING FOR CITY'S
WASTE TO ENERGY FACILITY (WTE)**

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 **DEECO, INC.**, whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to CONDUCT AIR EMISSIONS COMPLIANCE TESTING AT THE WTE FACILITY; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 1, 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 September 1, 2019.

3. EXTENSION.

The contract documents are hereby extended and shall run through August 31, 2020.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$148,475.00)** for everything furnished and done under this Contract Extension.

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.

DEECO, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Contractor's 2019 2020 Rates

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

07/22/2019

<u>Date Rec'd</u>	7/9/2019
<u>Clerk's File #</u>	OPR 2019-0530
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 20699

Submitting Dept	PMO
Contact Name/Phone	DUSTY X6482
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 LERMS & ESUITE LEGAL CASE MGMT

Agenda Wording

Inter-Local Agreement/MOU with the County of Spokane for Tyler Technologies to complete four interfaces between the County-owned Law Enforcement Records Management System (LERMS) and the City's eSuite Legal Case Management System.

Summary (Background)

LERMS and eSuite Interfaces (\$62,800) Interfaces between the County-owned, Tyler Technologies Legal Case Management System (LERMS) and the City's eSuite solution is essential scope for gaining operational efficiencies for the overall Municipal Criminal Justice system, as well as, for the Municipal Court, Prosecutor and Police Records teams. This budget amount covers the creation of the following four interfaces:

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$ 62,800.00			# 5300-73330-18850-54820	
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		MEIERS, BRANDON		<u>Study Session</u>	
<u>Division Director</u>		SANDERS, THERESA		Sustainable Res 7/15/19	
<u>Finance</u>		HUGHES, MICHELLE		<u>Other</u>	
<u>Legal</u>		ODLE, MARI		Distribution List	
<u>For the Mayor</u>		SANDERS, THERESA		Accounting - ywang@spokanecity.org	
Additional Approvals				Contract Accounting - mdoval@spokanecity.org	
<u>Purchasing</u>		WAHL, CONNIE		Taxes & Licenses	
				IT - smccarrey@spokanecity.org	
				PMO - dfredrickson@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Agreement will end 30 days after the interfaces are implemented as a part of the ESuite Go Live.

Summary (Background)

Citations(LERMS-to-eProsecutor): This near-real-time interface will expedite the Prosecutor office's ability to build and file criminal cases with the Municipal Court for both 1st Appearance and "Cite & Release" dockets. Infractions(LERMS-to-eCourt): This interface will automate the receipt and construction of infraction cases for the Municipal Court office. Warrant Create(eCourt-to-LERMS): Court Clerks will have the ability to create warrants electronically and send them directly to Police Records through this interface, which will eliminate paper warrants and reduce the amount of time it takes to create the process warrants between the two agencies. Warrant Updates(LERMS-to-eCourt): As warrants are served, updates will be electronically sent to eCourt where clerks can make case updates, as well as, cancel the warrant in the State's case mgmt system, JIS.

Fiscal Impact

Select \$

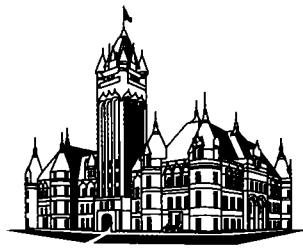
Select \$

Budget Account

#

#

Distribution List



Spokane County

OFFICE OF COUNTY
COMMISSIONERS

Josh Kerns, 1st District | Mary Kuney, 2nd District | Al French, 3rd District

February 14, 2018

Ms. Theresa Sanders, City Administrator
City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Re: *Memorandum of Understanding Regarding Interfacing between Tyler Technologies - New World (LERMS) and the MCT eSuite Systems*

Dear Theresa:

This correspondence will act as a Memorandum of Understanding (“MOU”) between Spokane County (“County”) and the City of Spokane (“City”) (jointly “Parties”) with respect to the above referenced matter.

BACKGROUND

The City is in the process of replacing their JustWare Case Management System from New Dawn / Journal Technologies with new systems called eSuite by Journal Technologies, Inc. (JTI). The eSuite implementation is expected to be completed by late-2018.

The City has brought up a desire to develop an interface between Tyler Technologies - New World Law Enforcement Records Management System (LERMS) and eSuite systems (eProsecutor and eCourt) to transfer information more efficiently. This information will include but is not limited to case reports, tickets and citations, and warrants. This interface would streamline an existing process whereby City employees extract information out of LERMS and manually import into JustWare, and would replace an existing manual process whereby City employees deliver paper copies of warrants to the Spokane Police Department Records Unit.

The New World Core Team (the governing body for operational decisions within the New World software system) is in support of this interface and has authorized their local IT support group, the Regional New World Support Team (RNWST), to assist with the New World side of the interface.

Implementation and sustainment of this new LERMS to eSuite interface will require (1) finalizing and conducting a walkthrough of the interface requirements with all parties, (2) creating a design, development, testing and go-live plan, (3) executing the plan and issuing testing signoff to indicate that the interface is production ready, and (4) go-live with the interface (“Done”) and initiating a long-term interface sustainment mode.

PURPOSE

The purpose of this MOU is to reduce to writing the Parties understandings with regard to the implementation and sustainment of the LERMS to eSuite interface and the above listed four (4) items.

Pursuant to the terms of this MOU, the Parties understand and agree as follows:

- (1) The City will finalize their LERMS to eSuite Interface requirements and will conduct a walkthrough with the Regional New World Support Team (RNWST) and a representative(s) from Tyler Technologies - New World.
- (2) RNWST will work with the City on a mutually agreed upon design, testing and go-live plan ("Plan" or "Interface Requirements Documentation"). Tyler Technologies – New World will develop the LERMS to eSuite Interface based upon the mutually agreed upon design.
- (3) The RNWST will work with the City to execute the Plan addressed in (2) above and the City will be responsible for issuing testing signoff to indicate that the interface is production ready.
- (4) Once testing signoff is issued as addressed in (3) above, the interface will be moved to production which will represent "go-live" ("Done"), at which point the interface will enter long-term sustainment mode.

"Done" is described as having satisfied the terms as described in the Interface Requirements Documentation for how the interface should function.

"Sustainment mode" represents the post go-live phase when the implementation has been completed and the County will work to maintain the existing interface in production. Maintenance efforts during the sustainment mode can include but are not limited to the resolution of post move to production bugs, issue troubleshooting and change requests (e.g. new data elements being added, changes to data transmission methods, changes to file delivery frequency or location, etc.).

- (5) City will be responsible for all actual costs billed by Tyler Technologies – New World to County for the above listed four (4) items. Tyler Technologies-New World will bill at per/hr. rates. It is estimated that Tyler Technologies-New World will bill County for the above listed (4) items in an amount of \$60,800, based on the length of time needed to accomplish the above listed four (4) items multiplied by the Tyler Technologies – New World billable rate of \$164 per/hr.
- (6) City will be responsible for all actual costs billed by Tyler Technologies-New World to County for services provided in Sustainment mode. Tyler Technologies-New World will bill at their current hourly rate. County will notify City of any Tyler Technologies – New World billable hourly rate changes upon receipt of notification.
- (7) City will be responsible for securing API documentation, assistance in testing, and/or software modifications needed for interface implementation from Journal Technologies, Inc. City is responsible for all costs from Journal Technologies, Inc.

- (8) The County will bill the City monthly via email directed to the attention of the City ITSD Admin team (itadmin@spokanecity.org) for all services performed leading up to and through completion of the implementation ("Done") and sustainment mode as provided for in paragraph (5) and paragraph (6) above. County will include in all billings copies of the billings from Tyler Technologies-New World to County. City will pay County for all such billings within fifteen (15) working days of receipt of any billing. In the event of a dispute with any billing, City shall pay the billing pending any resolve. Any dispute between the City and County over a billing shall be resolved by the City IT Administrator and the County IT Director. Any overpayment by the City will be credited to any subsequent billing.
- (9) Consistent with the provisions of chapter 39.34 RCW, the Parties agree and acknowledge as follows:
- A. Duration: The term of the MOU shall commence as of the date of the last signatory and run until terminated by either party upon 30 day's written notice to the other party. In the event of termination by the City, City will reimburse County for all actual costs necessary to deactivate the LERMS to eSuite Interface. Additionally, City will pay for all billing by Tyler Technologies-New World to County for services it provided under the terms of the MOU to the date of termination.
 - B. Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
 - C. Responsibilities of the Parties: See provisions above.
 - D. Agreement to be Filed: See provisions below.
 - E. Financing: Each party shall be solely responsible for financing its obligations under this MOU.
 - F. Property upon Termination: Title to all personal property acquired by any party in performance of the MOU shall remain with the acquiring party upon termination of the MOU.

The Parties shall be responsible for filing this MOU as provided for in RCW 39.34.040.

The County's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein

The City's execution of this MOU shall act as its agreement with all the terms and conditions set forth herein

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

Ms. Theresa Sanders

February 14, 2018

Page 3

The Parties warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of executing this MOU.

Very truly yours,



Gerry Gemmill

County Chief Executive Officer

(Authorized by the Board of County Commissioners on the 14 day of February, 2018)

Reviewed and agreed to this 14 day of FEBRUARY, 2018.

City of Spokane

By: 

Title: CITY ADMINISTRATOR

Approved as to form:

Assistant City Attorney

Briefing Paper

Sustainable Resources Committee

Division & Department:	Project Management Office
Subject:	LERMS Interfaces with the eSuite Solution
Date:	7/9/2019
Author (email & phone):	Dusty Fredrickson (PMO SR Project Manager), dfredrickson@spokanecity.org, 625-6482
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders, City Administrator
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This agenda item directly supports the completion of the eSuite Legal Case Management solution. This work is being performed under an Inter-Local Agreement with the County of Spokane.
Strategic Initiative:	Safe & Healthy
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve funding for Tyler Technologies to complete four interfaces between the County-owned Law Enforcement Records Management System (LERMS) and the City's eSuite Legal Case Management System.

Background/History:

LERMS and eSuite Interfaces (\$62,800)

Interfaces between the County-owned, Tyler Technologies Legal Case Management System (LERMS) and the City's eSuite solution is essential scope for gaining operational efficiencies for the overall Municipal Criminal Justice system, as well as, for the Municipal Court, Prosecutor and Police Records teams. This budget amount covers the creation of the following four interfaces:

Citations (LERMS-to-eProsecutor)

This near-real-time interface will expedite the Prosecutor office's ability to build and file criminal cases with the Municipal Court for both 1st Appearance and "Cite & Release" dockets.

Infractions (LERMS-to-eCourt)

This interface will automate the receipt and construction of infraction cases for the Municipal Court office.

Warrant Create (eCourt-to-LERMS)

Court Clerks will have the ability to create warrants electronically and send them directly to Police Records through this interface, which will eliminate paper warrants and reduce the amount of time it takes to create the process warrants between the two agencies.

Warrant Updates (LERMS-to-eCourt)

As warrants are served, updates will be electronically sent to eCourt where clerks can make case updates, as well as, cancel the warrant in the State's case management system, JIS.

Funding Source: 5300-73330-18850-54820-99999 (CR20699)

Budget Period: 2019

Executive Summary:

Approval for \$62,800 to develop four interfaces between LERMS and eSuite

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:

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

07/22/2019

<u>Date Rec'd</u>	7/10/2019
<u>Clerk's File #</u>	OPR 2017-0356
<u>Renews #</u>	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	KEN X7156	Project #	
Contact E-Mail	KLAMOREAUX@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	ESO SOLUTIONS, INC. ANNUAL SUBSCRIPTION FEES FOR SOFTWARE		

Agenda Wording

Contract renewal with ESO Solutions, Inc. for Annual Subscription fees for the incident record management system. This system was developed in 2017 to replace the old ePCR system. The cost of the annual fees is \$76,110.22 including tax.

Summary (Background)

ESO Solutions, Inc. developed and replaced the incident record management system in 2017 for the fire department. The system is vital for reporting incidents to fire crews and maintaining records. As part of the original agreement (OPR 2017-0356) the City agreed to pay annual subscription fees for maintenance and support of the software.

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

Expense	\$ 76,110.22	# 1970-35142-22100-54820-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 7/1/2019
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	fireaccounting@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	scott.kelly@esosolutions.com	

Additional Approvals

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Agreement will end 30 days after the interfaces are implemented as a part of the ESuite Go Live.

Summary (Background)

Citations(LERMS-to-eProsecutor): This near-real-time interface will expedite the Prosecutor office's ability to build and file criminal cases with the Municipal Court for both 1st Appearance and "Cite & Release" dockets. Infractions(LERMS-to-eCourt): This interface will automate the receipt and construction of infraction cases for the Municipal Court office. Warrant Create(eCourt-to-LERMS): Court Clerks will have the ability to create warrants electronically and send them directly to Police Records through this interface, which will eliminate paper warrants and reduce the amount of time it takes to create the process warrants between the two agencies. Warrant Updates(LERMS-to-eCourt): As warrants are served, updates will be electronically sent to eCourt where clerks can make case updates, as well as, cancel the warrant in the State's case mgmt system, JIS.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List



City of Spokane

CONTRACT RENEWAL

Title: **ANNUAL SUBSCRIPTION FOR
INCIDENT RECORD MANAGEMENT SYSTEM**

THIS Contract Renewal is between the **CITY OF SPOKANE FIRE DEPARTMENT**, a Washington State municipal corporation, as ("City"), and **ESO SOLUTIONS, INC.**, whose address is PO Box 670324, Dallas, Texas 75267-0324, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide subscription services to its Record Management System; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 1, 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 DATE.

This Contract Renewal shall become effective on July 21, 2019 and shall run through July 20, 2020.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SEVENTY SIX THOUSAND ONE HUNDRED TEN AND 22/100 DOLLARS (\$76,110.22)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

ESO SOLUTIONS, INC.

**CITY OF SPOKANE
FIRE DEPARTMENT**

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – ESO Invoice dated June 21, 2019
Exhibit – Certificate Regarding Debarment

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



Invoice

Date 06/21/2019
Invoice # INV00019397

Terms Net 30
Due Date 07/21/2019
PO#
Previous Balance \$ 0.00

Please send payments to:
 ESO Solutions, Inc.
 PO Box 670324
 Dallas, TX 75267-0324

Bill To

Spokane Fire Department
 44 W Riverside Ave.
 Spokane, Washington 99201
 United States
 mlopez@spokanecity.org

Description	From	To	Quantity	Rate	Amount (without Tax)	Tax Rate	Amount (with Tax)
ENDUSER: Spokane Fire Department							
EHR Suite w/ QM & Mobile Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	07/21/2019	07/20/2020	1		\$48,300.00	\$4,298.70	\$52,598.70
Fire Suite Includes mobile application NFIRS widget, Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	07/21/2019	07/20/2020	1		\$23,495.00	\$2,091.06	\$25,586.06
Fire Suite Discount	07/21/2019	07/20/2020	1		-\$4,500.00	-\$ 400.50	-\$4,900.50
Telestaff Integration	07/21/2019	07/20/2020	125000		\$2,595.00	\$ 230.96	\$2,825.96
					\$69,890.00	\$6,220.22	\$76,110.22

Remit Payment to: PO Box 670324, Dallas, TX 75267-0324

Amounts invoiced are per your agreement(s) (which may include annual escalation).

Questions? Contact:
 AccountsReceivable@ESOSolutions.com
 866-766-9471 option 8



Invoice

Date 06/21/2019
Invoice # INV00019397
Terms Net 30
Due Date 07/21/2019
PO#
Previous Balance \$ 0.00

Please send payments to:
ESO Solutions, Inc.
PO Box 670324
Dallas, TX 75267-0324

Bill To

Spokane Fire Department
44 W Riverside Ave.
Spokane, Washington 99201
United States
mlopez@spokanecity.org

Description	From	To	Quantity	Rate	Amount (without Tax)	Tax Rate	Amount (with Tax)
-------------	------	----	----------	------	-------------------------	----------	----------------------

Total (without Tax) : \$69,890.00
Tax: \$6,220.22
Grand Total: \$76,110.22
Amount Paid: \$ 0.00
Total Recurring: \$76,110.22
Total One-Time: \$ 0.00
Current Balance: \$76,110.22

Remit Payment to: PO Box 670324, Dallas, TX 75267-0324

Amounts invoiced are per your agreement(s) (which may include annual escalation).

Questions? Contact:
AccountsReivable@ESOSolutions.com
866-766-9471 option 8

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire/IT
Subject:	OPR2017-0356 Annual Subscriptions with ESO Solutions to maintain the incident record management system for the Fire Department.
Date:	6/11/2019
Contact (email & phone):	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>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.</i>
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> <p>This contract is with ESO Solutions for the annual maintenance and support of the incident record management system. This system and software replaced and updated the old versions of the fire reporting software and EMS electronic patient record system. These systems are vital for reporting incidents to fire crews and maintaining records.</p> <p>Contract period is for July 21, 2019 through July 20, 2020. Annual cost will be approximately \$76,110.22 (including tax). This is the 2nd annual renewal of these subscriptions since the system was procured in 2017. This agreement is paid for by Fire/EMS funds.</p>	
<u>Budget Impact:</u> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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

07/22/2019

<u>Date Rec'd</u>	7/2/2019
<u>Clerk's File #</u>	OPR 2019-0532
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2019-0398
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	OPR 2019-0398
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505	<u>Project #</u>	
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	1620-WATPA FY2019-2021 SUB-RECIPIENT AGREEMENT		

Agenda Wording

Inter-local agreement with Spokane County Sheriff's Office (SCSO, Spokane, WA) to implement the sub-recipient portion of WATPA FY2019-2021 award. Maximum award funding is \$242,054.00. Award term is 07/01/2019-06/30/2021.

Summary (Background)

Funding from Washington Auto Theft Prevention (WATPA), an agency under Washington Association of Sheriffs and Police Chiefs (WASPC) is awarded on a biennial basis. The City of Spokane (fiscal agent) and SCSO (sub-recipient) applied for the grant in April 2019. WATPA funding is used to reduce auto theft and related crimes. Funding from the grant will be used to pay for a Deputy position and to pay for travel and training.

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

Expense	\$ 242,054.00	# 1620-91762-21250-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KING, KEVIN	<u>Study Session</u>	PSCH Meeting
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	spdfinance	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbrown	
<u>Additional Approvals</u>		aduffy	
<u>Purchasing</u>			
<u>GRANTS &</u>	BROWN, SKYLER		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane City Charter prohibiting a City of Spokane income tax.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List



City of Spokane

AGREEMENT

**Title: WASHINGTON AUTO THEFT
PREVENTION AUTHORITY PROGRAM**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the ("City"), and the **SPOKANE COUNTY SHERIFF'S OFFICE**, having offices at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the ("SCSO"). Together hereinafter referenced as the "Parties."

WHEREAS, in the Summer 2019, the City received a 2019 - 2021 Washington Auto Theft Prevention Authority (WATPA) Grant funds for distribution according to the terms and conditions of a Washington Association of Sheriffs and Police Chiefs (WASPC) award; and

WHEREAS, the SCSO is designated to be a subrecipient of grant funds distributed by the City as fiscal agent for the grant;

-- Now, Therefore,

The Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to implement the portion of the 2019 - 2021 WATPA Grant Award as it relates to the distribution of funds by the City as fiscal agent of the grant to the SCSO for the award period of July 1, 2019 through June 30, 2021. A copy of the grant award is attached as "Exhibit A" and is incorporated into this Agreement.
2. **TERM.** This Agreement shall begin July 1, 2019 and run through June 30, 2021, or until such time as the funds as set forth in Paragraph 3 - FUNDING are expended, whichever comes first. Either party may terminate this Agreement at any time for cause after a reasonable time to cure the breach of the Agreement upon thirty (30) days' written notice to the other party.
3. **FUNDING.** The City shall distribute funds to the SCSO. The grant funds distributed to the SCSO are for WATPA Grant purposes and shall:
 - Be only those necessary for proper and efficient administration of the project.

- Be only those allowable under the principles and standards of the WATPA.
- Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines.
- Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in Section 2 of this Agreement.
- Be adequately supported by source documentation.
- The SCSO agrees to use the approved purchasing policies and bid procedures required by Spokane County for expenditures involving project activity.
- The SCSO agrees to maintain accounting records following generally accepted accounting principles for the expenditures of Grant funds.
- The SCSO agrees to maintain all documentation for costs incurred for a five-year period following the final payment for the project.

The SCSO will bill the City monthly for actual expenses. The SCSO will receive up to a maximum of **TWO HUNDRED FORTY TWO THOUSAND FIFTY FOUR AND NO/100 DOLLARS (\$242,054.00)** for allowable grant costs of a dedicated crime analyst to be assigned to the Spokane Regional Auto and ID Theft Task Force.

Funding will be allocated to the following 3 categories:

- A. Salaries & Benefits - \$235,554.00
- B. Investigations Overtime - \$5,000.00
- C. Travel/Training - \$1,500.00

Salary and Overtime are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction. Overtime and other differential pay are approved provided that the rates are in accordance with the policies of Spokane County and in compliance with the terms and criteria of the WATPA Grant Award.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Travel is authorized within the United States at or below reimbursable rates approved by the Washington State Office of Financial Management.

Budget may not be shifted from one line item to another without prior written approval from the City.

Funding is subject to the continuation of full funding by the State of Washington and is also subject to the Grants Policies and Procedures of the Washington Auto Theft Prevention Authority.

4. PAYMENT. Requests for reimbursement by SCSO shall be made on or before the 15th of each month for the previous month's expenditures. Reimbursement shall be in accordance with the terms and conditions and itemized budget as set forth in Section No. 3 of this Agreement. In conjunction with each reimbursement request, SCSO shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source. Reimbursement requests shall be submitted no more than once a month.

All reimbursement requests must be submitted with appropriate supporting documentation, including copies of receipts, payroll distribution reports as well as invoices and time and effort tracking as directed by the City.

5. SUPPLANTING. Funding provided under this Agreement must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of monitoring and audit. If there is a potential presence of supplanting, SCSO will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WAPTA funds. A Non-Supplanting Certification is attached as Exhibit "B" and is incorporated into this Agreement.

6. AUDIT AND REVIEW. The SCSO shall allow the City and WATPA staff and one of their duly authorized representative's access, for purposes of inspection, audit and examination, to any books, documents, papers, records, equipment and personnel that are related to the Grant project.

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

8. NOTICES. All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid. The agent for the City to receive notices pursuant to this section shall be Mayor David A. Condon or his designee. The agent for the SCSO to receive notices pursuant to this section shall be Sheriff Ozzie D. Knezovich or his designee.

9. INDEMNIFICATION. Each party to this Agreement shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees or its officers. No party assumes any responsibility to the other parties for the consequences of any acts or omissions of any person, firm or corporation not a party to this Agreement. Each party shall be responsible for its own negligence and no party shall indemnify or hold the other parties harmless.

10. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation 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 Parties agree 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 this Agreement.

11. GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws, rules, and regulations of the State of Washington and any applicable federal laws.

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

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

14. DEBARMENT AND SUSPENSION.

The Firm 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.

Dated: _____

SPOKANE COUNTY SHERIFF'S OFFICE

OZZIE D. KNEZOVICH, Sheriff

Approved as to form:

Deputy Prosecuting Attorney

Dated: _____

CITY OF SPOKANE

DAVID A. CONDON, Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments which are a part of this Agreement:

Exhibit "A"	Grant Award
Exhibit "B"	WATPA Non-Supplanting Declaration
Exhibit "C"	Certificate Regarding Debarment

Exhibit “A”

Grant Award

ATTACH GRANT AWARD HERE

Exhibit "B"

WATPA Non-Supplanting Declaration

Supplanting

WATPA funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose.

Supplanting shall be the subject of application review, as well as pre-award review, postaward monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WATPA funds.

The _____ (Applicant Agency) certifies that any funds awarded through **WATPA** shall be used to supplement existing funds for program activities and will not replace (supplant) non-WATPA funds that have been appropriated for the purposes and goals of the grant.

The _____ (Applicant Agency Chief or designee) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from **WATPA** grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: _____

Signature: _____ Date: _____

EXHIBIT C

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

**AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

AUTO THEFT PREVENTION GRANT PROGRAM AWARD SHEET

- | | |
|--|---|
| 1. Award Recipient Name and Address:
Chief Meidl
1100 W Mallon
Spokane, WA 99260 | 2. Contact: Craig Meidl
Title: Chief
Telephone: 509.625.4215 |
| 3. Project Title
WATPA Grant | 4. Award Period:
07/01/19 – 06/30/21 |
| 5. Grant No:
19-21 WATPA GG - Spokane | 6. Funding Authority:
WASHINGTON AUTO THEFT
PREVENTION AUTHORITY |
| 7. Amt. Approved
\$ 512,801.17 | 8. Service Area:
Spokane County |

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Grant Policies and Procedures of the Washington Auto Theft Prevention Authority.

DocuSigned by:
Craig Meidl
E870B3F994484A2... Signature

Print Name: Craig Meidl
Title: Chief, Spokane Police Department
Date: 6/11/2019

WATPA

RECIPIENT

DocuSigned by:
Michael Painter
D14EFE0451E54F4... Signature

Print Name: Michael Painter
Title: WATPA, Executive Director
Date: 6/12/2019

DocuSigned by:
David A. Condon
819DFFBA6D094F4... Signature

Print Name: David Condon
Title: Mayor, City of Spokane
Date: 6/13/2019

Requests for reimbursement under this agreement are subject to the following Budget:

<u>Description</u>	<u>WATPA Approved</u>
Personnel	
Detective (SPD)	195,427.49
Employee Benefits	63,819.68
Consultants/Contracts	
Salary	
Spokane Co Deputy	172,402.00
Benefits	63,152.00
OT to not exceed 2% of grant request	
Investigations	10,000.00
Travel/Training	3,000.00
Public Awareness/Education	
Auto Theft Reduction Strategy	5,000.00
AWARD TOTAL	512,801.17

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

07/22/2019

<u>Date Rec'd</u>	7/9/2019
<u>Clerk's File #</u>	OPR 2019-0533
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	COLIN QUINN- 625-6804	<u>Project #</u>	2019105
<u>Contact E-Mail</u>	CQUINNHURST@SPOKANECITY.ORG	<u>Bid #</u>	IRFP
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	4250 - SOUTH UNIVERSITY DISTRICT TRAIL STUDY - TOOLE DESIGN GROUP		

Agenda Wording

Consultant Agreement With Toole Design Group for the South University District Trail Study in the amount not to exceed \$90,606.00 plus an administrative reserve of 10% for a total amount not to exceed \$100,000.00.

Summary (Background)

An Informal Request for Proposals for consultant assistance was released on May 6, 2019. Four bids were opened May 28, 2019 and reviewed. Toole Design Group was selected as the consultant for the study. The study will identify elements/risks or issues that may be a factor in determining the feasibility of placing a trail in this area. It will then define a recommended alignment and develop a conceptual design that can inform reasonable cost estimates.

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

Expense	\$ 100,000.00	# 3200 49862 42800 54201 99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
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<u>Division Director</u>	MILLER, KATHERINE E	<u>Other</u>	UE 5/13/19 / SR 7/15/19
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<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
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<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	cquinnhurst@spokanecity.org
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<u>Additional Approvals</u>	kemiller@spokanecity.org
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<u>Purchasing</u>	WAHL, CONNIE	jtoole@tooledesign.com
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Briefing Paper

Division & Department:	Integrated Capital Management and Planning Services
Subject:	South University District Trail Study
Date:	07/15/2019
Author (email & phone):	Colin Quinn-Hurst, cquinnhurst@spokanecity.org , 625-6804
City Council Sponsor:	Ben Stuckart
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience; PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, Bicycle Master Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract for feasibility study.
Background/History: The City's current Bicycle Master Plan indicates a trail connection from the south end of the University District Bridge to the Ben Burr Trail and other destinations east of the Hamilton Street overpass, such as the Sprague Union District.	
Executive Summary: <ul style="list-style-type: none"> • A Request for Proposals for consultant assistance on this study was released on May 6, 2019. • Review, selection and contract negotiation occurred in June, 2019. • The assessment is intended to identify elements/risks or issues that may be a factor in determining the feasibility of placing a trail in this area • The study will then define a recommended alignment and develop a conceptual design that can inform reasonable cost estimates. • Criteria for the assessment include, but are not limited to, topography, right-of-way needs, design standards, existing and future trip patterns, site constraints, and constructability. • A robust communication and public outreach plan will be a critical component. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required:	



City of Spokane
CONSULTANT AGREEMENT
Title: South University District Trail Study

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **Toole Design Group, LLC** whose administrative address is 8484 Georgia Ave, Suite 800, Silver Spring, MD 20910 and Project manager address is 720 3rd Avenue, Suite 2020 Seattle WA 98104, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for the South University District Trail Study;
and

WHEREAS, the Consultant was selected from an Informal Request for Proposals released on May 6, 2019.

-- 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 August 1, 2019, and ends on December 31, 2020, 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. The City will acknowledge in writing when the Work is complete. 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, including fee and schedule, is described in **Exhibit B**, which is attached to 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.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall consist of a contracted amount of **\$90,606**, plus an administrative reserve amount of approximately 10% for a total amount not to exceed \$100,000, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Planning Services, attn. Colin Quinn-Hurst. **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 pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. 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, cell phone, 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:** 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:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not 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:** 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:** 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 a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:	
	CITY OF SPOKANE Planning Services Rm. 610 808 W. Spokane Falls Blvd. Spokane, Washington 99204
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> • Invoice Date and Invoice Number • Planning Services • Project Coordinator: Colin Quinn-Hurst (Please do not put name in the address portion of the invoice) • Department Contract No. OPR # _____ • Contract Title: South University District Trail Study • Period covered by the invoice • Employee's name and classification • Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked • Total labor costs per Project • Itemization of direct, non-salary costs (per Project, if so allocated) • The following Sub-Consultant payment information will be provided [<i>if needed</i>] (attach Sub-Consultant invoices as backup): 	

- Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
- Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

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 Contractor 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:
CITY OF SPOKANE Planning Services Rm. 610 808 W. Spokane Falls Blvd. Spokane, WA 99204	Toole Design Group, LLC 8484 Georgia Ave, Suite 800, Silver Spring, MD 20910

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 (except with respect to professional liability claims), 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 to the extent 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 to the extent 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, indemnify, 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 \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a 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 two (2) 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 sixty (60) 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 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.

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 require 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.

TOOLE DESIGN GROUP, LLC

CITY OF SPOKANE

By _____
Signature Date

Jennifer Toole
Type or Print Name

President
Title

jtoole@tooledesign.com
E-Mail Address

602-611-046
UBI No.

Attest:

City Clerk Date

By _____
Signature Date

David Condon
Type or Print Name

Mayor
Title

Approved as to form:

Assistant City Attorney Date

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

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.

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

EXHIBIT B

SCOPE OF SERVICES SOUTH UNIVERSITY DISTRICT TRAIL STUDY

The Toole Design team (CONSULTANT) will perform the following scope of work as part of the City of Spokane's South University District Trail Feasibility Study professional services contract.

Task 1: Project Coordination

A. Client Meetings and Project Management

- Conduct a kickoff meeting by phone with the City's Project Manager to review existing information, request any additional data required for the project, and finalize the project schedule.
- Prepare and submit kickoff meeting notes to the City's Project Manager.
- Conduct regular check-in phone calls with the City Project Manager to provide updates on work progress and to track completion of deliverables, upcoming work, and the budget status of the project.
- Prepare written progress reports to be provided with monthly invoicing.

B. Property Coordination

- Acquire a title report for properties adjacent to the proposed trail corridor, railroad maps, plat maps, right-of-way maps, and records-of-survey. Review said information to confirm the relationship of the BNRR right-of-way to the adjacent properties. Boundary, site, and topographic surveys will be completed as part of Task 2 services.
- Meet with BNRR and adjacent private property owners or lease-holders to describe the project, request permission to construct the trail within BNRR right-of-way and adjacent area, and identify issues, concerns, constraints, and design criteria for the trail, if located within BNRR right-of-way and as it relates to adjacent properties.

Task 1 – Deliverables

1. Kick-off meeting agenda
2. Kick-off meeting summary
3. Monthly progress reports
4. Attendance at up to 12 bi-weekly check in phone calls.
5. Attendance at up to four meetings with BNRR including one along the corridor.
6. Attendance at up to six meetings with other private property owners and proposed development within the South Landing area and the immediate adjacent parcels

Task 2: Feasibility Assessment

Feasibility assessment will identify the elements, risks and/or issues that may factor in determining the feasibility of placing a trail within the study focus area. The CONSULTANT will develop a set of feasibility criteria and an evaluation methodology to assess the criteria, documenting the degree of feasibility. The assessment criteria will include the following core areas:

A. Boundary, Site, and Topographic Survey

The CONSULTANT will assess the existing topography between the railroad tracks and existing buildings between the existing trail at the west end of the study site to the Ben Burr Trail at Erie Street. During this assessment, Toole Design will supplement existing GIS-based information with topographic survey, property boundaries, site improvements that could affect trail alignment, and field observations to develop a project base-map, helping to determine the anticipated site constraints. The CONSULTANT will use drone-based surveying methods to gather information in locations where the topography is challenging. Additionally, the CONSULTANT will gather site photos, including from an aerial view, to supplement our assessment and aid in our public outreach.

B. Anticipated Site Constraints

The CONSULTANT will conduct a thorough review of the existing conditions within the study focus area following the survey. The goal of this review is to identify any constraints that may be present, which would affect the recommended alignment and constructability of the trail. This review will include the following specific areas:

- Conducting a CONSULTANT team field reconnaissance of the study area and identifying constraints with constructing a trail next to BNSF railway lines, including crossing BNSF property that is partially occupied by multiple lease-holders
- Researching existing sewer and water lines within the study area and acquiring plans, if available, and add to the base map. Field locating above-ground utility poles. Requesting a copy of power and gas lines within the study area. Identifying possible impacts of said utilities.
- The CONSULTANT will use national best practices and regional guidance to identify the design standards for the proposed trail, informing the necessary right-of-way to construct a facility to serve all intended users.

C. Geotechnical Evaluation

The CONSULTANT will evaluate the anticipated geotechnical conditions by referencing existing soil and geologic reports and nearby project experience. Surface and near-surface soil and rock conditions also will be evaluated during a geologic reconnaissance along the proposed alignment. The information will be summarized in a geotechnical memorandum that will include preliminary geotechnical issues that should be considered during design and mitigated during construction, including: for pavement-surfaced trail sections, infiltration, slope stability analysis, retaining wall design and recommendations for further study or analysis prior to the construction phase of a project.

D. Constructability

The CONSULTANT will use the topography and anticipated site constraint analysis to determine the constructability of the required right-of-way within the study focus area as a final step in the assessment. This review of the constructability will include evaluating existing topography, and an assessment regarding existing vegetation, steep slopes and other site features that may need to be modified. This task does not include historic, cultural, or biological assessment, as may be required.

Task 2 – Deliverables

1. Draft Feasibility Report
2. Final Feasibility Report
3. Up to four meetings (some CONSULTANT team members in person and some via phone) with City staff to confirm information or to receive comments.

Task 3: Alignment and Concept Plan

The feasibility assessment will use the evaluation criteria to determine the degree of feasibility for a trail within the study focus area. The CONSULTANT may identify various anticipated site constraints and constructability issues. The CONSULTANT will prepare a concept plan for the alignment and up to three cross sections.

Task 3 – Deliverables

1. CAD based concept plan of the trail alignment (PDF and CAD files with final deliverables).
2. Up to three trail cross sections along trail alignment – may include or not be limited to a typical cross section, constrained condition location, or adjacent property conditions.
3. Planning level cost estimate

Task 4: Communications and Public Outreach Plan

The CONSULTANT will develop a communication and public outreach plan with the goal of informing the project study. Adjacent (and impacted) property owners and businesses, as well as nearby

neighborhoods and elected officials will be engaged during the process. The plan will be a living document that is updated throughout the duration of the project.

The plan will detail strategies tailored to each stakeholder/community group, with touchpoints at key stages of the project. For example, The CONSULTANT will attend a series of small and targeted listening meetings, held following the feasibility assessment but before concept design. The CONSULTANT will meet with the railroad and the City to understand what agreements need to be in place for the project to move forward as noted in Task 1.

The CONSULTANT will revisit our outreach plan throughout the process to confirm the outreach is on track and adjust as needed to ensure project buy-in from the community and stakeholders. The CONSULTANT will attend up to two public meetings for the project as part of the outreach effort for the public meetings, the consultant will prepare a project concept drawing for the city project website.

Task 4 – Deliverables

1. Communications and Public Outreach Plan
2. Two public meetings in 2020.
3. Content for City project website

General Scope Assumptions:

1. The project kick-off meeting will occur during the first week of August, 2019
2. The project duration will be approximately 10 months
3. The optional environmental due diligence subtask, below, is not included in the fee.

OPTIONAL ADDITIONAL SUBTASK –Environmental Due Diligence.

As an optional service, the CONSULTANT is available to conduct a limited environmental due diligence review of the site in an effort to identify historical land use that might indicate environmental conditions, including contaminated soil and/or groundwater, present on the site.

The environmental due diligence would include:

- *Review readily available geotechnical reports, environmental reports and/or other relevant documents pertaining to potential environmental conditions at the subject property.*
- *Review Washington State Department of Ecology (Ecology) databases to identify known contaminated properties located near the trail alignment. Files will be requested and reviewed for the sites identified in the Ecology database as potentially impacting the trail alignment.*
- *Review readily available historical photographs, topographic maps, and fire insurance maps, to identify past development history on and adjacent to the trail alignment.*

The information will be summarized in a memorandum and will include recommendations, if warranted, for additional assessment.

4. All meetings assume at least three consultant team members will attend plus City staff.
5. Consultant will attend up to two, 2-hour public meetings or events.
6. Consultant team will attend up to ten, 1-hour stakeholder meetings and/or property owner meetings.
7. City of Spokane will provide all logistic coordination for public meetings, events and stakeholder meetings, including: advertisement of the event, identification and reservation of the space, acquisition of media equipment (e.g. projectors) and display furniture, and printing services.

Spokane South University Trail Feasibility Study
Toole Design
6/25/2019

		Toole Design Parametrix GeoEngineers Not Used				Task Hourly Subtotals	Task Fee Subtotals
Project Tasks							
1	Project Coordination						
1.1	Project Coordination	\$ 6,400	\$ 2,800	\$ 370	\$ -	64	\$9,570
1.2	Property Coordination	\$ 3,910	\$ 6,380	\$ -	\$ -	76	\$10,290
Subtotal Hours						76	
Subtotal Cost		\$ 10,310	\$ 9,180	\$ 370	\$ -	NA	\$19,860
2	Feasibility Assessment						
2.A	Boundary, Site & Topographic Survey	\$ 515	\$ 13,140	\$ -	\$ -	131	\$13,655
2.B	Site Constraints	\$ 4,075	\$ 8,600	\$ -	\$ -	95	\$12,675
2.C	Geotechnical Evaluation	\$ 620	\$ 280	\$ 3,496	\$ -	29	\$4,396
2.D	Constructability	\$ 2,640	\$ 3,360	\$ -	\$ -	40	\$6,000
Subtotal Hours						131	
Subtotal Cost		\$ 7,850	\$ 25,380	\$ 3,496	\$ -	NA	\$36,726
3	Alignment and Concept Plan						
3.1	Alignment Concept with three cross sections	\$ 9,930	\$ 1,400	\$ -	\$ -	84	\$11,330
3.2	Concept level cost estimate	\$ 4,290	\$ 840	\$ -	\$ -	40	\$5,130
3.3	Meetings	\$ 5,300	\$ 280	\$ -	\$ -	38	\$5,580
3.4	QA/QC	\$ 1,310	\$ -	\$ -	\$ -	6	\$1,310
Subtotal Hours						168	
Subtotal Cost		\$ 20,830	\$ 2,520	\$ -	\$ -	NA	\$23,350
4	Communications and Outreach						
4.1	Communication and Outreach Work Plan	\$ 1,800	\$ -	\$ -	\$ -	12	\$1,800
4.2	Public Events	\$ 4,240	\$ 1,120	\$ -	\$ -	36	\$5,360
4.3	Content for City Website	\$ 810	\$ -	\$ -	\$ -	6	\$810
Subtotal Hours						54	
Subtotal Cost		\$ 6,850	\$ 1,120	\$ -	\$ -	NA	\$7,970
Total Hours by Firm						657	
Total Dollars by Firm		\$ 45,840	\$ 38,200	\$ 3,866	\$ -	NA	\$87,906
Direct Expenses		\$ 2,500	\$ 100	\$ 100	\$ -		\$2,700
Total Project Cost Proposal by Firm		\$ 48,340	\$ 38,300	\$ 3,966	\$ -		\$90,606
TOTAL COST					\$ 90,606		

South University District Trail Study

Project Schedule

	2019					2020				
	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May
Task 1: Project Coordination										
A. Client Meetings and Project Management										
Monthly progress reports										
Check-in phone calls										
Kick-off meeting agenda										
Kick-off meeting summary										
B. Property Coordination										
Four meetings with BNRR										
Six meetings with private property owners										
Task 2: Feasibility Assessment										
A. Boundary, Site, and Topographic Survey										
B. Anticipated Site Constraints										
C. Geotechnical Evaluation										
D. Constructability Analysis										
1. Draft Feasibility Report										
2. Final Feasibility Report							X			
3. Up to four meetings with City staff										
Task 3: Alignment and Concept Plan										
1. CAD based concept plan of trail alignment								Draft		X
2. Three trail cross sections								Draft		X
3. Alignment review meeting									X	
4. Planning level cost estimate										X
Task 4: Communications and Public Outreach Plan										
1. Develop Communications & Outreach Plan										
2. Four stakeholder meetings										
3. Two Public Meetings						X			X	
4. Content for City Project Website										

Deliverables X



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

DESCRIPTION: _____

DEPARTMENT: _____

DUE DATE: _____ no later than _____

1. INTRODUCTION

1.1 PURPOSE

The City of Spokane is soliciting proposals for

1.2 PERIOD OF PERFORMANCE

The proposed contract is estimated to begin on _____ and run through

_____.

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.



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

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	
Department	
Phone Number	
E-Mail Address	

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
PROPOSER'S NAME
- C. Mail, hand-deliver or e-mail one copy of the Proposal, as follows:
City of Spokane
Attn.

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.



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

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 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 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

		Points (Maximum)	Points
Technical & Management Proposal			
	Project Approach/Methodology		
	Quality of Work Plan		
	Project Team Structure/Internal Controls		
	Staff Qualifications/Experience		
	Experience of the Consultant		
	References		
GRAND TOTAL FOR WRITTEN PROPOSAL			



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

3.8 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.



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

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.



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

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 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.



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

4.5 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 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.



CITY OF SPOKANE

INFORMAL REQUEST FOR PROPOSALS

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.

Appendix A – Reference Links

1. 2015 Amendment to the Spokane Bicycle Master Plan, adding this trail recommendation

- a. <https://static.spokanecity.org/documents/projects/master-bike-plan-amendment-2015/2015-3-13-proposed-exh-c-planned-bikeway-network-map.pdf>

2. University District Gateway Bridge location

- a. <https://goo.gl/maps/EEFFMuFvSu31L6Pr9>

3. Sprague Union District

- a. <http://spragueuniondistrict.com/>

4. Adjacent projects

- a. MLK Jr. Way/Ben Burr Trail Connection
 - i. <https://static.spokanecity.org/documents/projects/mlk-jr-way-phase-2b/mlk-jr-way-phase-2a-2b-plan.pdf>
- b. Sprague Avenue Rebuild Phase 2
 - i. <https://my.spokanecity.org/projects/sprague-avenue-rebuild-phase-2/>
- c. University District Gateway Bridge
 - i. <https://my.spokanecity.org/projects/university-district-pedestrian-bicycle-bridge/>


5. Related recent articles

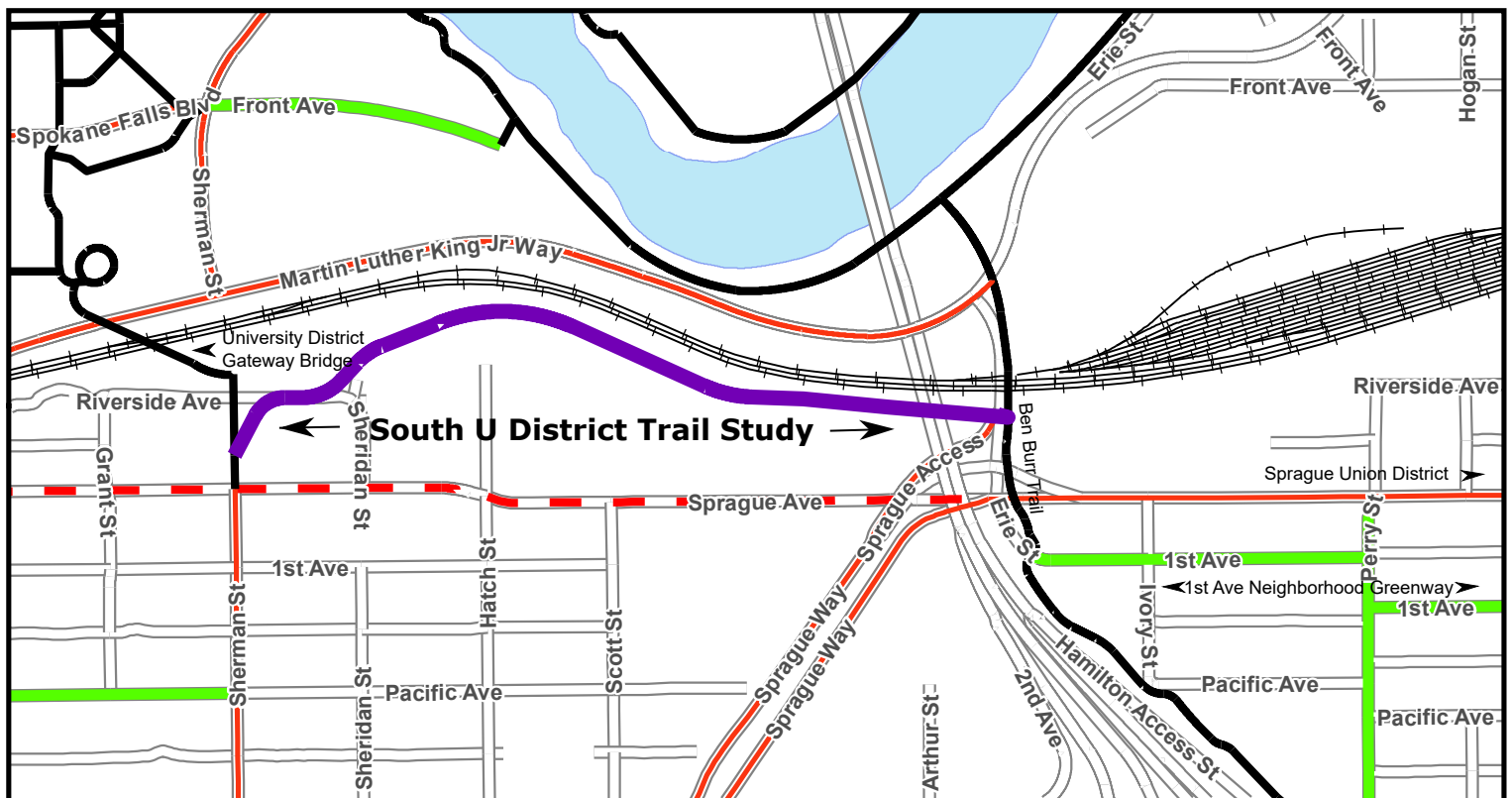
- a. April 17, 2019:
 - i. <http://www.spokesman.com/stories/2019/apr/17/sen-billig-agrees-to-remove-block-on-spokane-stree/>
- b. April 5, 2019:
 - i. <http://www.spokesman.com/stories/2019/apr/05/condon-sends-sprague-rehabilitation-project-out-to/>
- c. April 5, 2019:
 - i. www.spokesman.com/stories/2019/apr/05/city-says-billigs-threat-wont-stop-sprague-project/

Appendix B - Project Area Map

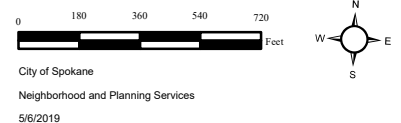
South University District Bikeways - Current and Planned



 Study Focus - Conceptual alignment as shown in current bicycle master plan



 Bike Friendly Route  Bike Lane  Shared Street  Shared Use Path



Washington State Department of Revenue

[Services](#)[Business Lookup](#)

TOOLE DESIGN GROUP, LLC

License Information:

[New search](#)[Back to results](#)

Entity name: TOOLE DESIGN GROUP, LLC

Business name: TOOLE DESIGN GROUP, LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-611-046

Business ID: 001

Location ID: 0003

Location: Active

Location address: 720 3RD AVE
STE 2020
SEATTLE WA 98104-1814

Mailing address: 8484 GEORGIA AVE
STE 800
SILVER SPRING MD 20910-5609

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	May-31-2020	Apr-05-2018
Vancouver General Business - Non-Resident				Active	May-31-2020	Aug-10-2016

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
ELDRIDGE, ROSWELL	
JACKSON, NICHOLAS	
MONGELLI, ERIC	
SCHULTHEISS, WILLIAM	
TOOLE, JENNIFER	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/9/2019 2:35:21 PM

Working together to fund Washington's future

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

07/22/2019

Date Rec'd

7/2/2019

Clerk's File #

ORD C35799

Renews #

Submitting Dept

HOUSING & HUMAN SERVICES

Cross Ref #

Contact Name/Phone

KELLY KEENAN 625-6056

Project #

Contact E-Mail

KKEENAN@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1680 - SBO FOR ANCHOR COMMUNITY INITIATIVE FUNDS

Agenda Wording

An SBO to add \$381,297 awarded from the Washington State Department of Commerce Office of Homeless Youth to the 2019 CHHS budget.

Summary (Background)

CHHS staff was informed on July 1, 2019 of the City of Spokane's successful Anchor Community Initiative grant proposal. These funds will serve homeless and at risk youth and young adults in the community (briefing paper attached). This SBO includes funds that will be subgranted to a local agency for direct service and funds for program management by CHHS.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 381,297.00

1540-95585-99999-33442-99999

Expense \$ 375,064.00

1540-95585-65410-54201-99999

Expense \$ 6,233.00

1540-95585-65430-5XXXX-99999

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEENAN, KELLY

Study SessionDivision Director

CORTRIGHT, CARLY

Other

F & A - 7/15/2019

Finance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

kkeenan@spokanecity.org

For the Mayor

SANDERS, THERESA

tsigler@spokanecity.org

Additional Approvals

cbrown@spokanecity.org

Purchasing

chhsaccounting@spokanecity.org

GRANTS &

BROWN, SKYLER



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane City Charter prohibiting a City of Spokane income tax.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Human Services Grants 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 Human Services Grants Fund, and the budget annexed thereto with reference to the Human Services Grants Fund, the following changes be made:

FROM:	1540-95585	Anchor Community Initiative funds from	
	99999-33442	Dept. of Commerce	<u>\$ 381,297</u>
TO:	1540-95585	Human Services Grants Fund	
	65410-54201	Contractual Services	<u>\$ 375,064</u>
	65430-51991	Contra Salaries	<u>\$ 2,316</u>
	65430-52991	Contra Benefits	<u>\$ 828</u>
	65430-54992	Contra Other	<u>\$ 3,089</u>

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 budget for Anchor Community Initiative grant funds from the Washington State Department of Commerce to serve homeless and at-risk youth and young adults within the community, 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

Briefing Paper

Finance & Administration Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services (CHHS) Department
Subject:	Anchor Community Initiative Funding Opportunity – Award Acceptance
Date:	July 2, 2019
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org /ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Safe and Healthy/Reduce Homelessness
Deadline:	Award is retroactive to July 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$400,000 award from the Office of Homeless Youth through the Anchor Community Initiative RFP and authorization to subgrant \$366,064 to Volunteers of America to serve homeless and at-risk youth and young adults (YYA).
Background/History: On April 4, 2018, A Way Home Washington (AWHWA) and the Office of Homeless Youth Prevention and Protection (OHY) released a Request for Proposals (RFP) available to the four counties selected to participate in the Anchor Community Initiative (ACI). On July 1, 2019, OHY informed CHHS staff of the City of Spokane's successful bidder status. The ACI funding opportunity was briefed at the Urban Experience Committee held on May 13, 2019.	
Executive Summary: CHHS's successful proposal will increase the capacity of the local homeless crisis response system to provide housing navigation services for YYA identified as homeless or at-risk in the public school, child welfare, behavioral health treatment, and juvenile justice systems as well as establishing a quality by-name list of all unaccompanied YYA experiencing homelessness in Spokane.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Washington State Department of Commerce – Office of Homeless Youth Other budget impacts: None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

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

07/22/2019

<u>Date Rec'd</u>	7/8/2019
<u>Clerk's File #</u>	RES 2019-0049
<u>Renews #</u>	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - DESIGNATION OF RESIDENTIAL TARGETED AREA & TO SET A PUBLIC		

Agenda Wording

A RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO DESIGNATE A RESIDENTIAL TARGETED AREA, AMEND SMC 8.15.030 AND TO SET A PUBLIC HEARING

Summary (Background)

THE CITY OF SPOKANE EXERCISED ITS AUTHORITY UNDER CHAPTER 84.14 RCW BY ENACTING ORDINANCE NO. C-32575, CODIFIED AS CHAPTER 8.15 SMC, WHICH PROVIDES A PROPERTY TAX INCENTIVE FOR MULTIFAMILY HOUSING IN URBAN CENTERS BY ESTABLISHING A METHODOLOGY FOR GRANTING SUCH INCENTIVES AND DESIGNATING THE URBAN CENTERS AND RESIDENTIAL TARGETED AREAS

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	TRAUTMAN, HEATHER	<u>Other</u>	Urban Development
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	tstripes@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	htrautman@spokanecity.org	
Additional Approvals		bstuckart@spokanecity.org	
<u>Purchasing</u>		mpiccolo@spokanecity.org	
		abrast@spokanecity.org	
		sbishop@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane City Charter prohibiting a City of Spokane income tax.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper
Planning Services Department
Economic Development Team
June 17, 2019

Subject

This briefing was requested to report on the value of the Multi-Family Tax Exemption (MFTE) to the community and to examine if MFTE boundary changes should be made. These questions are similar to the criteria considered during the required MFTE periodic update and program evaluation in 2017. The next formal periodic review, evaluation, and reauthorization process is not due again until 2022. In this briefing, we will draw upon the:

- MAC's 2015-2016 incentives recommendation
- past periodic reviews (last 2017),
- new projects that have come online since the last review,
- 2016 Lower South Hill boundary addition results,
- recommendations at the March 2019, UE Council Committee,
- alignment with other initiatives and incentives, Opportunity Zone, CCL and HPT,
- support of the Monroe and Hamilton corridor middle housing options,
- lack of available housing choices and concerning lower property values,
- statements from our Economic Development partners, brokers, and developers on the need for incentives, and
- anecdotal information collected by those who manage the incentive daily and work with the developers on their application.

Background

Why do we offer the MFTE incentive? RCW 36.70 was established by the state with the intent and authorization of cities, who have planned under GMA **to provide an infill incentive of a short-term property tax exemption for the long-term benefit of increasing urban housing densities and housing choices for all income levels.** As the only community east of the Cascades in WA authorized to utilize the incentive, it helps provide Spokane a competitive advantage over our the smaller surrounding communities of Spokane Valley, Liberty Lake, Deer Park, and even the surrounding County for infill development.

Value to the Community

What has the incentive accomplished within designated target zones over the years (first exempt project came online in 2005)?

- Infill development of varied housing:
 - Facilitated Condo Development in Downtown in early 2000
 - Got Kendall Yards off the ground with fee simple affordable townhomes in 2009
 - Built apartment complexes and single apartment buildings
 - Has provided middle housing infill of 4-12 units in neighborhoods

- The incentive has been used as both a rehab tool as well as new development tool (examples: 808 W Main and Kendall Yards).
- MFTE projects have been completed by layering incentives and funds with Historic Preservation and CDBG housing projects.
- Condominiums (owned and rented), apartments, and townhomes (owned and rented) have all been constructed using the tool.
- In talking with underwriters who are approving loans on an owner occupied MFTE units the incentive significantly helps someone qualify for the loan, especially on the affordable 12yr units, which often helps bring first time homebuyers into the market.
- Expands housing options at all income levels implementing Comp Plan Policies.

By the Numbers: Total Program Stats for 2020 tax year

- Total exempt value in all units in the program \$205.7M
 - Non Exempt Taxable Value \$48M
- Cost of the total exempt value to City revenues \$586k
- \$67.2New Construction value returned to taxable values between 2015-19
- Total units 1720 currently exempt
 - 12yr 846 units--both owned and rented
 - 8 yr 874 units--both owned and rented
 - 232 Fee Simple Units (townhomes and condos)
 - 1488 Rentals (apartments)

How many acres of MFTE eligible?

- Existing MFTE: 3,337.6 acres (7.49 percent of the City)
- Additional MFTE Proposed: 1,589.2 acres (3.57 percent of the City)
- TOTAL MFTE If Approved: 4,926.8 acres (11.06 percent of the City)

2016 Lower South Hill Addition

Review of the Lower South Hill infill area reveals the pent-up demand for assistance in helping infill projects pencil.

Since mid-2016, thirty-six new 12-year units have been constructed along with six 8-year units.

However, the following projects are under construction and will receive final MFTE this year. This will provide an additional 59 units:

- Scott St Apartments (15 units, 12-year)
- Kosta 4-Plex (12-year)
- Nine's on Ninth (9-units, unknown length of exemption)
- Barnes 4-Plex (12-year)
- Hansen Apartments (4-units, 12-year)
- Blaine St Townhomes (9-units, 12 year)
- Garfield & Hartson Townhomes (14-units, 8-year)

This area also now aligns with the new Federal Opportunity Zones of the Lower South Hill and we are in consultation with three projects that will be making OZ investments and utilizing the MFTE in this area in the coming months.

Similar infill development and redevelopment is anticipated in other Qualified Opportunity Zones such as the University District, Hillyard, West Central, Sprague, and the North Bank. We know this because of consultations held on other future projects. It takes time to pull a project together but investors are getting anxious to move because of the reinvestment window on capital gains.

Policies

- 36.70A RCW Housing. **Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.**
- City of Spokane Comp Plan: LU 3 EFFICIENT LAND USE Goal: **Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.**
- City of Spokane Comp Plan: H 2 HOUSING CHOICE AND DIVERSITY Goal: **Increase the number of housing alternatives within all areas of the city to help meet the changing needs and preferences of a diverse population.**

Recommendations

- Continue the MAC's 2016 recommendation of incentivizing infill development including housing development in the core of the city, where such development is more costly.
- Expand the current MFTE boundary slightly, where it overlaps with Federal Opportunity Zone designation and the CCL and HPT growth opportunities. Leading to many small adjustments in several areas where the underlying zoning allows for multifamily construction.
- Now that condominium laws are a little more flexible, the incentive may encourage more fee simple condominiums and townhomes—helping fill the gap in middle housing. Before the regulations became too strict, this was the product the market was using the incentive to build.
- Include Light Industrial zoned land with a CC3 overlay properties in West Central and around Foothills, which allows for housing. These smaller CC3 Overlay properties may develop better as housing than small lot manufacturing, which will also reduce blight. The Foothills area will also have proximity to the new school.
- At the UE Committee meeting in March, Council felt the Maple/Ash Corridor and Sprague area should be expanded because available land, transit service, depressed values, Opportunity Zone designation, etc.
- Change the language in the code to merge all 11 target areas into one target area to eliminate confusion. In the code we now name the eligible Zoning categories within the target area where MF can be constructed—the boundaries are aligned with streets, and include ineligible properties, so this clarification will help provide certainty to the development community

- Being the only community capable of offering the incentive on the east side of the state, we should use utilize the incentive to provide Spokane a competitive advantage over our the smaller surrounding communities Spokane Valley, Liberty Lake, Deer Park, and even the surrounding County to encourage infill growth, and build to the urban densities important to our economic growth and vitality.

Statements on the importance of incentives to projects

Our building was essentially abandoned for 40 years and required extensive renovations and upgrades to meet modern requirements. As an historic property in the downtown core area, it is an important property to preserve. The costs to upgrade the water and power made this project impossible for owners like us, who have taken significant personal risk to improve the property. The grant from the city, helped cover some of these costs, which otherwise would have halted the project altogether. We are very grateful for the assistance.

- *Marianne and Mark Kartchner, May 2019*

These incentives are very important to our city and future development. I can tell you that without the multi family tax exemption we would not be converting the James S Black building from empty office to useful apartments.

Of course, the certified historic designation will help immensely as well, with the federal tax credit that is available.

We have also taken advantage of the general facilities charge waiver and it has made marginal projects more financially palatable. All of the incentives that are very important to our community and I appreciate your position in promoting them and helping the development community to use them.

- *Dave Black, SIOR CCIM, NAI Business Manager, CEO, NAI Black, May 2019*

With the increasing costs of construction any and all City incentives, no matter how small, can make the difference between a project going forward or being put on the back burner.

City incentives can help get a project completed without cutting corners.

With rising costs and an uncertain economy development incentives of any kind provided by the City of Spokane can move a project forward.

In a slow growth, market like Spokane developers must be very frugal to create a successful project. City incentives can have a positive impact on the success of a project.

- *Jeff K Johnson, SIOR CCIM, NAI Director, President - Black Commercial, Inc., NAI Black, May 2019*

We have utilized the Multi-family Tax Exemption, Projects of Citywide Significance (currently unfunded), Urban Utility Installation Assistance, and General Facilities Connection Fee Waiver to

make the decision to move forward on \$27,400,000 in projects in Spokane West End of Downtown. The incentives were critical in discussions with investors to make the commitment. These projects may not have broken ground without the incentives above. We can't thank the city enough for their coordination and cooperation to make these and many more developments possible.

- *JORDAN TAMPIEN, CO-FOUNDER, DESIGNATED BROKER, 4 DEGREES, May 2019*

The market doesn't always respond to or recognize good projects, thus the role of economic development is to fill market gaps. And the City of Spokane incentives do just that, bridging good projects to the needs of our community.

- *Drew Repp, Economic Development & Government Affairs Manager, Greater Spokane Inc. , May 2019*

Incentives are a key and vital component of any project. Without them, projects don't happen and the capital or development goes to other cities what have these incentives. In order to be competitive, the city should keep them in place.

A great example of this is the Amazon Project we worked on. The West Plains PDA & County gave Amazon major incentives and without doing so, that project would have never happened and / or they would end up in Post Falls or City of Spokane Valley. Boise, ID was working on a similar project and Amazon end up stopping the deal due to lack of incentives and hurdles.

In regards to tax abatement on multi-family, 10 years goes by pretty fast. Once that project gets stabilized it will eventually end up on the tax roll. The city is doing a good job and should keep the incentives in order to compete in today's climate.

Case & Point, Amazon walking from New York City. How much did that cost the city??

- *Kevin Edwards, Hawkins Edwards, Inc. , May 2019*

As the University District uses every opportunity possible to make the district a vibrant place to live, learn, work, and play we engage property owners and developers interested in a wide range of opportunities. Having access to diverse development incentives has helped us to not only attract and engage partners but also help them consider additional possibilities that would allow them to develop their site to the highest best use. More innovative, integrated, and dense development is critical to the district's and Spokane's health and the incentives have been useful in promoting that.

- *Lars Gilberts, CEO, University District, May 2019*

I've used the Multi-Family Tax Exemption to amplify the marketing on downtown projects many times. Nice little icing on the cake.

- *Steven Daines, Daines Capital | Commercial Real Estate, May 2019*

Incentives from the City of Spokane are integral to our cost analysis on new developments. They are very meaningful in mitigating the additional costs incurred to bring a property up to its highest and best use. Improving blighted urban properties costs more than developing rural and suburban land outside the city limits due to such additional costs as demolition of unsafe buildings, removal of asbestos and underground storage tanks, rebuilding sidewalks and streetscapes, etc. The incentives provided by the City actually help level the playing field against the economic disincentives stacked against our urban renewal projects. In many cases, without them, the project simply would not go ahead.

- *LAWRENCE B. STONE, President Stone Group of Companies, May 2019*

The Projects of Citywide Significance funding we received for our Catalyst Building project helped us to build out the public right of way adjacent to the project, benefitting both the project and the neighborhood. Without it our project would have been unduly burdened by these offsite costs, leading to lower returns for our investors and making it more difficult to attract capital and ultimately make the project happen. The funding we received was of great value to our project and is part of the bigger picture of what made it the development possible. We also believe the improved ROW will help attract future development to the area.

- *Allie Teplicky, Real Estate Development Manager at McKinstry, May 2019*

Anecdotal MFTE needs collected at permit counter

- We often receive requests from developers asking about the availability of the incentive in the West Central neighborhood. Developers want to provide quality housing adjacent to Kendall Yards, but often can't make it pencil out without MFTE (these areas are not eligible today).
- We have had several conversations with both new and existing MFTE developers who pursue future projects based on the availability of the incentive on a site...One developer in particular called about a specific lot and when we shared with him that the parcel was in the MFTE boundary and in the GFC waiver area he responded: "I'm writing up an offer on this place now". When we share information about the availability of the incentive with developers of potential projects, they are always very excited about the option. We believe it's often a contributing factor in their decision to move forward with a project.

RESOLUTION NO. ____

A RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO DESIGNATE A RESIDENTIAL TARGETED AREA, AMEND SMC 8.15.030 AND TO SET A PUBLIC HEARING

WHEREAS, Chapter 84.14 RCW authorizes cities to enact multifamily housing property tax incentive programs by designating residential targeted areas within urban centers;

WHEREAS, the City of Spokane exercised its authority under Chapter 84.14 RCW by enacting Ordinance No. C-32575, codified as Chapter 8.15 SMC, which provides a property tax incentive for multifamily housing in urban centers by establishing a methodology for granting such incentives and designating the urban centers and residential targeted areas;

WHEREAS, the City Council has subsequently revised the designated residential targeted areas; and

WHEREAS, the City Council, along with the City Administration has performed a review of the designation of the residential targeted areas; and

WHEREAS, the City Council desires to modify the boundary of the existing designated residential targeted areas and to revise the name of the residential targeted areas listed in SMC 8.15.030 as set forth in Ordinance No. C - 35797 amending SMC 8.15.030; and

WHEREAS, RCW 84.14.040 requires public notice and a hearing before the City designates residential targeted areas.

NOW, THEREFORE, it is resolved by the City Council that it is the intent of the City of Spokane to designate a revised residential targeted area as set forth in Ordinance No. C - 35797 and as generally identified in Attachment A to the ordinance.

IT IS FURTHER RESOLVED that the City of Spokane shall conduct a public hearing on August 12, 2019 beginning at 6:00 pm at the City Council Chambers at City Hall, West 808 Spokane Falls Blvd., Spokane, Washington, to take public testimony and consider the designation of the targeted area as set forth above.

IT IS FURTHER RESOLVED that the City Council shall also consider adoption of Ordinance No C - 35797 to amend SMC 8.15.030 to designate the revised residential targeted area as set forth in Attachment A subsequent to the hearing called for in this resolution.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

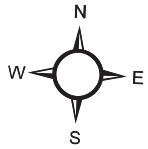
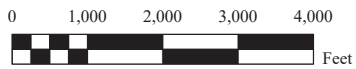
Effective Date

Multi-Family Tax Exemption and City Zoning

Printed by: Neighborhood and Planning Services
Print date: 6/20/2019

- Existing MFTE
- Proposed MFTE Addition
- High Performance Transit
- Target Investment Areas
- Opportunity Zones
- City of Spokane

- City Zoning**
- Center and Corridor Type 1
 - Center and Corridor Type 2
 - Mixed Use Transition-CC4
 - Community Business
 - Downtown Core
 - Downtown University
 - Downtown General
 - Downtown South
 - Context Area 1
 - Context Area 2
 - Context Area 3
 - Context Area 4
 - General Commercial
 - Heavy Industrial
 - Light Industrial
 - Neighborhood Retail
 - Office
 - Office Retail
 - Residential Agricultural
 - Residential High Density
 - Residential Multifamily
 - Residential Single-Family
 - Residential Two-Family
 - CC3



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.



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

07/22/2019

Date Rec'd	7/10/2019
Clerk's File #	RES 2019-0053
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI 625-6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION REQUESTING MOVE OF DOWNTOWN POLICE PRECINCT		

Agenda Wording

A resolution seeking to reorient toward community policing in downtown Spokane.

Summary (Background)

Until late 2015, we had a police precinct in the heart of downtown Spokane. Neighborhood policing - in which officers interact more often and in better ways with residents - requires that we have the constant presence that a precinct provides. This resolution requests the police department move the precinct back to where it is needed - the heart of downtown - and use that location to engage in community and neighborhood policing strategies that will improve both actual and perceived safety.

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

Expense	\$ TBD	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance Comm.,
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane City Charter prohibiting a City of Spokane income tax.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
Distribution List		

RESOLUTION NO. 2019-_____

A resolution seeking to reorient toward community policing in downtown Spokane.

WHEREAS, downtown Spokane is the regional center for living, working, visiting, and taking advantage of our city's best amenities; and

WHEREAS, as such, it is imperative that downtown Spokane both actually be, and be perceived to be, a safe environment for all; and

WHEREAS, community policing, in which officers on bike or on foot, facilitate more and better interactions between officers and individuals in the neighborhood – including residents, business owners, workers, commuters, tourists, and people experiencing homelessness – is a proven and highly effective model for doing that; and

WHEREAS, to make community policing work, the Spokane Police Department ("SPD") must move its downtown precinct office back to the heart of downtown Spokane; and

WHEREAS, in December, 2015, the City Administration decided to move the downtown police precinct out of the heart of downtown Spokane over the objections of the downtown stakeholders and law enforcement and instead place it outside the downtown core at the Intermodal Center; and

WHEREAS, unfortunately, that decision was made without the input of STA, the Downtown Spokane Partnership, or the City Council; and

WHEREAS, from the onset, it was clear that the decision to remove a police precinct from the center of downtown Spokane was not working as intended, as downtown stakeholders, business owners, and Spokane residents have consistently maintained that downtown Spokane needs a constant police presence; and

WHEREAS, the City Council and residents of Spokane believe that strengthening both the safety and the perception of safety downtown is of the utmost priority for our community.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council requests that the Spokane Police Department undertake the following:

- Place a police precinct office back in the heart of downtown Spokane; and
- Implement a community policing model in downtown Spokane, including at a minimum, frequent walking and/or bicycling patrols.

Passed by the City Council this ____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/22/2019

Date Rec'd

7/3/2019

Clerk's File #

ORD C35798

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4700- ORDINANCE AMENDMENT FOR LACROSSE REGAL TO COOK VACATION

Agenda Wording

An ordinance amending Ordinance C-15326 that vacated LaCrosse from Regal to Cook and reserved an easement for a water main.

Summary (Background)

City Council passed the vacation Ordinance on March 10, 1958. At that time an easement was retained over the entire street for a water main that existed at the time. The water main has since been abandoned and Shaw Middle School would like to build a campus expansion in the area.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

BECKER, KRIS

Study SessionUrban Experience
11/12/18**Division Director**

CORTRIGHT, CARLY

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

RICHTMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

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Purchasing

ccortright@spokanecity.org

dnorman@spokanecity.org

korlob@spokanecity.org

Amending Ordinance C-15326



Legend

 Easement Reserved Under Ordinance C-15326 to be removed



THIS IS NOT A LEGAL INSTRUMENT.
The information shown on this map is compiled from various sources and is subject to the usual caveats. Information shown on this map should not be used to determine the true status of a lot or to rely on it for property lines, easements, etc.

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. _____

An ordinance vacating a portion of "E" Street, and vacating portions of Rockwell Avenue, LaCrosse Avenue, Walton Avenue and Lacey Street, in the City of Spokane.

The City of Spokane does ordain:

Section 1. That "E" Street, in the City of Spokane, from the south line of Hartson Avenue to the north line of 7th Avenue, be, and the same is hereby, vacated, provided, however, that the City of Spokane reserves an easement or the right to exercise and grant easements for the construction, maintenance and replacement of the facilities of the Washington Water Power Company as now existing in said street.

Section 2. That the following described portions of Rockwell Avenue, LaCrosse Avenue, Walton Avenue, and Lacey Street, in the City of Spokane, be, and the same are hereby, vacated, namely:

Rockwell Avenue, from the west line of Regal Street to the east line of Cook Street;

LaCrosse Avenue, from the west line of Regal Street to the east line of Cook Street;
~~provided, however, the City of Spokane reserves unto itself an easement for the maintenance, reconstruction and replacement of a 24-inch water main in said LaCrosse Avenue at the existing location;~~

Walton Avenue, from the west line of Regal Street to the east line of Cook Street; and,

Lacey Street, from the south line of Rich Avenue to the north line of Garland Avenue.

Section 3. This ordinance shall take effect and be in force thirty days from and after 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:**

07/15/2019

Date Rec'd	7/1/2019
Clerk's File #	LGL 2019-0014
Renews #	

Submitting Dept	CITY CLERK	Cross Ref #	ORD C35785
Contact Name/Phone	TERRI PFISTER 625-6354	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 INIT. NO. 2019-1 - OPEN GOVERNMENT AND TRANSPARENCY		

Agenda Wording

Set Hearing before City Council for July 22, 2019, on validated Initiative No. 2019-1 petitions filed by Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment regarding open government and transparency in City government.

Summary (Background)

At its meeting held Monday, June 24, 2019, the City Council requested the validation of signatures on Initiative No. 2019-1 petitions. In order to be placed on the November 5, 2019, ballot, 2,226 validated signatures are required. A certificate with a breakdown of the validation process was received by the City Clerk's Office on June 27, 2019. The Certificate reflects that the Spokane County Elections Office examined 3,105 signatures of which 2,285 were valid. This constitutes 5.134 percent of

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mcathcart@betterspokane.org	

<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the votes cast at the last general municipal election held November 5, 2019. Following the hearing, pursuant to SMC 2.02.100 and Section 82 of the City Charter, the City Council adopts a resolution to place the measure on the ballot at the next available election.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			



Spokane County
WASHINGTON

ELECTIONS • VICKY DALTON, AUDITOR

STATE OF WASHINGTON)

County of Spokane)

ss.

CERTIFICATE

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on June 25, 2019 (Pages 1 – 210) in the matter of:

Initiative No. 2019 - 1 petitions filed by or on behalf of Michael Cathcart, Better Spokane.


The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election (November 7, 2017) in the City of Spokane is 2,226.

Of the 3,343 signatures submitted, the Spokane County Elections Office examined 3,105 signatures, of which 2,285 were approved and 820 were not approved and 238 were not examined.

SPOKANE COUNTY ELECTIONS DEPARTMENT


County Auditor

ATTEST:


Mike McLaughlin – Elections Manager

June 27, 2019

cc: File



WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, or signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE

JUN 10 2019

INITIATIVE NO. 2019 - 1

CITY CLERK'S OFFICE

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2019 - 1, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT REGARDING OPEN GOVERNMENT AND TRANSPARENCY IN CITY GOVERNMENT

Shall the Spokane City Charter be amended to require all collective bargaining negotiations be transparent and open to public observation, requiring public notification of such meetings as required by the Washington State Open Public Meetings Act and require all contracts be available for public review and observation on the City's website?

☐ YES
☐ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page)

	PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE			
			Street Address	City	State	Zip
1.		Robb Brown	2624 W. 6th	Spokane	WA	99205
2.		Eric Feldman	4214 W. Quana	Spokane	WA	99205
3.		Bryce Eugene Ault	2016 17th	Spokane	WA	99205
4.		Hanky Beall	5004 N. Cedar	Spokane	WA	99205
5.		Kristy Amanteo	3107 W. 5th	Spokane	WA	99204
6.		Amy MacCallum	5402 W. 6th	Spokane	WA	99205
7.		Jeremy Brown	5208 N. Martin	Spokane	WA	99207
8.		Colin Melzer	9626 N. Kinnick	Spokane	WA	99208
9.		Cindy Weiss	6627 N. Main	Spokane	WA	99208
10.		Kyle Cera	5128 N. Belmont	Spokane	WA	99205
11.		JAMES PARKINS	3018 W. Heroy	Spokane	WA	99204
12.		Patricia Parkins	308 W. Heroy	Spokane	WA	99205
13.		Jeff Ward	1622 W. 7th	Spokane	WA	99204
14.		Carrie Tanning	5405 N. Crestline St	Spokane	WA	99207
15.		Felicia Karpess	5418 N. Post St.	Spokane	WA	99205
16.		Kenneth Barton	2510 W. Colquhoun	Spokane	WA	99202
17.		Stephanie Szabo	6010 N. Montevista	Spokane	WA	99205
18.		WILLIAM J. BURKE	421 W. Montevista	Spokane	WA	99205
19.		Tasha Adwell	1203 E. Rockwell	Spokane	WA	99207
20.		Jessica Pierre	4119 N. Hannum	Spokane	WA	99205

Petitioner: Michael Cathcart, Better Spokane, 510 W. Riverside, Suite 500, Spokane, WA 99201 (509)999-8315
Signature-gathering firm: Ballot Access, 51530 Huntingdon Rd. #6, La Pine, OR 97739-7507 (503)433-1504 Flair@tritonpolling.com
City Business Registration No. 604436168-001-0001

SUMMARY OF THE MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The City and the respective represented labor groups negotiate collectively bargained agreements pursuant to the Washington State Public Employees' Collective Bargaining Act, Chapter 41.56 RCW. Collective bargaining sessions are conducted in private meetings between the parties and are not required to be open to the public pursuant to the Open Public Meetings Act, RCW 42.30.140 (4).

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure will amend the City Charter to require all collective bargaining negotiations be transparent and open to public observation, public notification of such meetings as required by the Washington State Open Public Meetings Act and all contracts be available for public review and observation on the City's website.

I, Susan Mays, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) Susan Mays (Date) 4-30-2019

CHARTER AMENDMENT REGARDING OPEN GOVERNMENT AND TRANSPARENCY IN CITY GOVERNMENT

WHEREAS, democracy demands transparency; and

WHEREAS, a transparent government is a top priority for the citizens of the City of Spokane; and

WHEREAS, the Open Public Meetings Act was passed by citizen initiative in the State of Washington in 1972, and

WHEREAS, the legislative declaration of the Open Public Meetings Act (RCW 42.30.010) states in part:

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.; and

WHEREAS, the people of Washington State declared at the ballot box through Initiative 276 (chapter 42.17 Revised Code of Washington) that, "the people have the right to expect from their elected representatives at all levels of government the utmost of integrity, honesty, and fairness in their dealings," and that our form of government "is founded on a belief that those entrusted with the offices of government have nothing to fear from full public disclosure;" and

WHEREAS, Substitute House Bill 1268, the Personnel System Reform Act approved by the Legislature in 2002, ended the longstanding precedent of publicly negotiated collective bargaining agreements; and

WHEREAS, collective bargaining agreements are among the City of Spokane's largest expenditures; and

WHEREAS, both taxpayers and employees deserve the right to know how they are being represented during collective bargaining negotiations; and

WHEREAS, collective bargaining units and their agents have contributed hundreds of thousands of dollars to the election of local officials through direct and indirect campaign contributions, creating an impression of secret deal-making, which will be eliminated by making collective bargaining negotiations open to the public; and

WHEREAS, public observance of collective bargaining contract negotiations will not preclude bargaining representatives of both sides from meeting separately and privately to discuss negotiating tactics, goals, and methods; and

WHEREAS, opening collective bargaining negotiations to the public does not mean that the public will participate in the negotiations; and

WHEREAS, collective bargaining is defined in statute (RCW 41.56.030); and

WHEREAS, making collective bargaining contract negotiations transparent does not conflict with and is not preempted by state law; and

WHEREAS, the Open Public Meetings Act (RCW 42.30.140) permits collective bargaining contract negotiations to be exempted from the open public meetings requirements, but this exemption does not compel such negotiations to be secret; and

WHEREAS, the Open Public Meetings Act (RCW 42.30.140) does not prohibit governments from making these negotiations open to the public.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. Article IV of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Section 40. Open Collective Bargaining Negotiations

- A. As of December 1, 2019, the City of Spokane will conduct all collective bargaining contract negotiations in a manner that is transparent and open to public observation both in person and through video streaming or playback. This section does not require the city to permit public comment opportunities during negotiations.
- B. The City of Spokane shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060-42.30.080.)
- C. The City of Spokane shall publish and maintain all notes, documentation, and collective bargaining proposals on the city's official website within two business days of their transmission between the negotiating parties.
- D. The City of Spokane shall publish all final collective bargaining agreements on the city's official website for the life of the agreement.
- E. Any elected official or an elected official's agent who is determined by the City Ethics Commission to have participated in any collective bargaining negotiation in violation of this charter amendment shall be referred to the City or County Prosecutors office for appropriate action.
- F. Open to public observation does not include meetings related to any activity conducted pursuant to the enforcement of a collective bargaining agreement (CBA) after the CBA is negotiated and executed, including but not limited to grievance proceedings.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to Voters. This City Charter amendment shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

07/22/2019

<u>Date Rec'd</u>	7/9/2019
<u>Clerk's File #</u>	RES 2019-0050
<u>Renews #</u>	
<u>Cross Ref #</u>	LGL 2019-0014
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY CLERK
<u>Contact Name/Phone</u>	TERRI PFISTER 625-6354
<u>Contact E-Mail</u>	TPFISTER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0260 SPECIAL ELECTION - INIT NO. 2019-1 - OPEN GOVT

Agenda Wording

Resolution requesting the Spokane County Auditor to hold a special election on November 5, 2019 in conjunction with the scheduled general election to submit to the voters of the City of Spokane a proposition regarding an amendment

Summary (Background)

On June 10, 2019, Michael Cathcart, Better Spokane, filed with the City Clerk's Office Initiative No. 2019-1 petitions regarding a Charter amendment regarding open government and transparency in City government. The Spokane County Auditor's Office has verified that the initiative has met the requirements for valid signatures of registered voters. Pursuant to SMC 2.02.080 and 2.02.100, the City Council has held hearings on the initiative. The initiative ordinance received a first reading on

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

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

Approvals		Council Notifications	
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mcathcart@betterspokane.org	

<u>Additional Approvals</u>	
<u>Purchasing</u>	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

to the Spokane City Charter relating to open government and transparency in City government.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
Distribution List		

RESOLUTION NO. 2019 - 0050

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON NOVEMBER 5, 2019 IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION TO SUBMIT TO THE VOTERS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AN AMENDMENT TO THE SPOKANE CITY CHARTER RELATING TO OPEN GOVERNMENT AND TRANSPARENCY IN CITY GOVERNMENT.

WHEREAS, pursuant to sections 82 and 125 of the City Charter, an initiative regarding amendments to the City Charter may be submitted to popular vote for adoption or rejection; and

WHEREAS, on April 19, 2019, Michael Cathcart, on behalf of Better Spokane, filed with the City Clerk's Office an amended initiative designated as Initiative No. 2019-1 regarding open government and transparency in city government; and

WHEREAS, the ballot title for Initiative No. 2019 - 1 is as follows:

Shall the Spokane City Charter be amended to require all collective bargaining negotiations be transparent and open to public observation, requiring public notification of such meetings as required by the Washington State Open Public Meetings Act and require all contracts be available for public review and observation on the City's website?

WHEREAS, on June 10, 2019, the proponent filed with the City Clerk's Office the petition signatures for Initiative No. 2019-1; and

WHEREAS, on June 24, 2019, the City Council held a hearing and first reading pursuant to SMC 2.02.080 for Initiative No. 2019-1, designated by the City Council as Ordinance No. C - 35785, at which time the City Council voted to have the City Clerk validate the signatures; and

WHEREAS, on June 27, 2019, the Spokane County Elections Office certified that Initiative No. 2019-1 satisfied the required number of valid signatures of registered voters to be placed on the November 5, 2019 general election as required by Section 82 of the City Charter; and

WHEREAS, pursuant to SMC 2.02.100, the City Council held a hearing on July 22, 2019 on the initiative petition where Ordinance No. C -35785 was given a second and final reading; and

WHEREAS, RCW 29A.04.330 requires the City to transmit to the Spokane County Auditor by August 6, 2019 a resolution calling for a special election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to sections 82 and 125 of the City Charter that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on November 5, 2019 in conjunction with the scheduled general election for the purpose of submitting to the voters of the City of Spokane for their approval or rejection the following proposition to amend the Spokane City Charter as set forth in Initiative 2019-1:

PROPOSITION NO. 1

CITY OF SPOKANE

**CHARTER AMENDMENT REGARDING OPEN GOVERNMENT AND
TRANSPARENCY IN CITY GOVERNMENT**

Shall the Spokane City Charter be amended to require all collective bargaining negotiations be transparent and open to public observation, requiring public notification of such meetings as required by the Washington State Open Public Meetings Act and require all contracts be available for public review and observation on the City's website?

_____ YES

_____ NO

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 6, 2019.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/15/2019

<u>Date Rec'd</u>	7/1/2019
<u>Clerk's File #</u>	LGL 2019-0015
<u>Renews #</u>	

Submitting Dept	CITY CLERK	Cross Ref #	ORD C35786
Contact Name/Phone	TERRI PFISTER 6354	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 - INIT NO. 2019-2 PETITION SIGNATURES RE: SPOKANE INCOME TAX		

Agenda Wording

Set hearing before City Council for July 22, 2019, on validated Initiative No. 2019-2 petitions filed by Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment prohibiting a City of Spokane income tax.

Summary (Background)

At its meeting held Monday, June 24, 2019, the City Council requested the validation of signatures on Initiative No. 2019-2 petitions. In order to be placed on the November 5, 2019, ballot, 2,226 validated signatures are required. A certificate with a breakdown of the validation process was received by the City Clerk's Office on June 27, 2019. The Certificate reflects that the Spokane County Elections Office examined 3,112 signatures of which 2,319 were valid. This constitutes 5.21 percent of

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mcathcart@betterspokane.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the votes cast at the last general municipal election held November 5, 2019. Following the hearing, pursuant to SMC 2.02.100 and Section 82 of the City Charter, the City Council adopts a resolution to place the measure on the ballot at the next available election.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			



Spokane County
WASHINGTON

ELECTIONS • VICKY DALTON, AUDITOR

STATE OF WASHINGTON)
) **ss.** **CERTIFICATE**
County of Spokane)

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on June 25, 2019 (Pages 1 – 213) in the matter of:

Initiative No. 2019 - 2 petitions filed by or on behalf of Michael Cathcart, Better Spokane.

The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election (November 7, 2017) in the City of Spokane is 2,226.

Of the 3,342 signatures submitted, the Spokane County Elections Office examined 3,112 signatures, of which 2,319 were approved and 793 were not approved and 230 were not examined.

SPOKANE COUNTY ELECTIONS DEPARTMENT



County Auditor

ATTEST:



Mike McLaughlin – Elections Manager

June 27, 2019

cc: File



Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE CITY CLERK'S OFFICE

INITIATIVE NO. 2019 - 2

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2019 - 2, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT PROHIBITING A CITY OF SPOKANE INCOME TAX

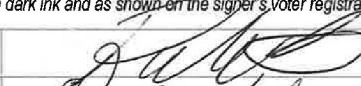

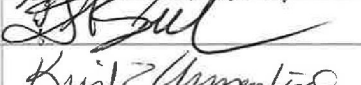
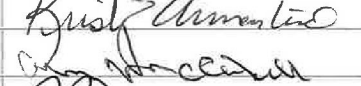

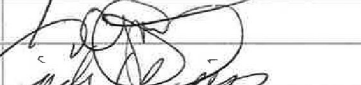

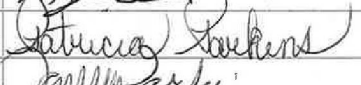
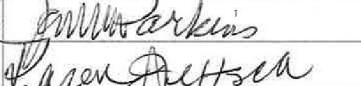
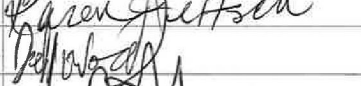
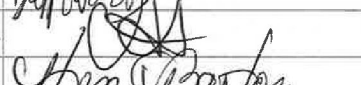
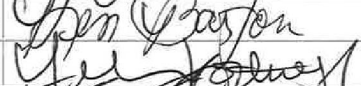

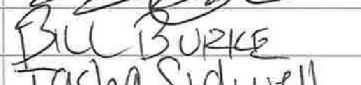
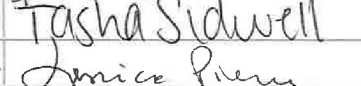
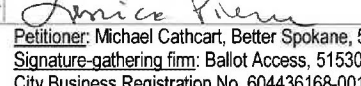
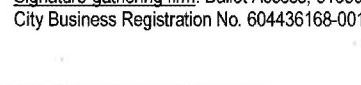
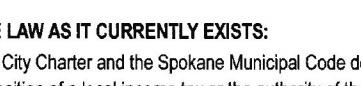
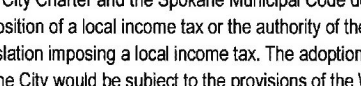
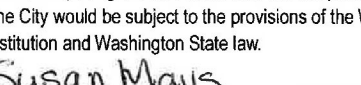
Shall the Spokane City Charter be amended to prohibit the City of Spokane from imposing an income tax on wages, salaries, investments, the sale of goods or services, or any other income source?

____ YES

____ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page)

	PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE			
			Street Address	City	State	Zip
1.		Robb Bran	2624 W. 61st	Spokane	WA	99205
2.		Bryce Eugene Holt	200 W. 17th	Spokane	WA	99203
3.		Tammy Beckham	6004 N. Cedar	Spokane	WA	99205
4.		Kristy Armatte	3107 W 52nd	Spokane	WA	99224
5.		Amy McCord	5402 W Hoffman	Spokane	WA	99205
6.		Jeremy Brown	5208 N Martin	Spokane	WA	99207
7.		Calvin Melara	9620 N. Kinnick	Spokane	WA	99208
8.		Cindy Weiss	6627 N. Moore	Spokane	WA	99208
9.		Kyle Ceri	528 N. Bell	Spokane	WA	99205
10.		Patricia Parkins	3018 W Heroy	Spokane	WA	99205
11.		JAMES PARKINS	3018 W HEROY	SPokane	WA	99205
12.		KAREN JELTSCH	3407 W. Lacrosse	Spokane	WA	99205
13.		Jeff Ward	1622 V7th	Spokane	WA	99204
14.		Carrie Tanning	5405 N Crestline	Spokane	WA	99207
15.		Kenneth Barton	2510 W College Ave	Spokane	WA	99202
16.		Felicia Kothross	5418 N. Post	Spokane	WA	99208
17.		Stephanie Szabo	6010 N Montevideo	Spokane	WA	99205
18.		WILLIAM BURKE	421 W. Aft. B Montgomery Ave.	Spokane	WA	99205
19.		Tasha Sidwell	1203 E Kallum	Spokane	WA	99207
20.		Jessica Pierre	4119 N. Cannon St	Spokane	WA	99205

Petitioner: Michael Cathcart, Better Spokane, 510 W. Riverside, Suite 500, Spokane, WA 99201 (509)999-8315

Signature gathering firm: Ballot Access, 51530 Huntington Rd. #6, La Pine, OR 97739-7507 (503)433-1504 Flair@tritonpolling.com

City Business Registration No. 604436168-001-0001

SUMMARY OF THE MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The City Charter and the Spokane Municipal Code do not address the imposition of a local income tax or the authority of the City Council to adopt legislation imposing a local income tax. The adoption of a local income tax by the City would be subject to the provisions of the Washington State Constitution and Washington State law.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure will amend the City Charter to provide that the City of Spokane may not impose an income tax on wages, salaries, investments, the sale of goods or services or any other source of income.

I, Susan Mays, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) Susan Mays (Date) 4/30/2019

ORD C35786

CHARTER AMENDMENT PROHIBITING A CITY OF SPOKANE INCOME TAX

WHEREAS, the citizens of the City of Spokane recognize the need for a strong, competitive economy with reliable revenues for vital city government services; and

WHEREAS, cities across the state of Washington, including Seattle and Olympia, have attempted to adopt a city-imposed income tax; and

WHEREAS, in court proceedings, municipal attorneys have argued that cities in Washington state have the authority to implement a city income tax; and

WHEREAS, city councilors who serve on the Association of Washington Cities have argued that every city in the state has the authority to adopt a city income tax; and

WHEREAS, the state of Washington prohibits cities, counties, and city-counties from adopting a tax on net-income (RCW 36.65.030); and

WHEREAS, Washington state voters have rejected the opportunity to adopt an income tax 10 times; and

WHEREAS, voters in the City of Spokane rejected the opportunity to impose a state income tax in 2010; and

WHEREAS, credit agencies consider income taxes unwise and volatile.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That Article III of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Section 21.6 Prohibition of City Income Tax

The City of Spokane may not impose an income tax on wages, salaries, investments, the sale of goods or services, or any other source of income.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to the Voters. This City Charter amendment shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

07/22/2019

<u>Date Rec'd</u>	7/9/2019
<u>Clerk's File #</u>	RES 2019-0051
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY CLERK	<u>Cross Ref #</u>	LGL 2019-0015
<u>Contact Name/Phone</u>	TERRI PFISTER 625-6354	<u>Project #</u>	
<u>Contact E-Mail</u>	TPFISTER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0260 SPECIAL ELECTION - INIT NO. 2019-2 - PROHIBITING LOCAL INCOME TAX		

Agenda Wording

Resolution requesting the Spokane County Auditor to hold a special election on November 5, 2019 in conjunction with the scheduled general election to submit to the voters of the City of Spokane a proposition regarding an amendment to the

Summary (Background)

On June 10, 2019, Michael Cathcart, Better Spokane, filed with the City Clerk's Office Initiative No. 2019-2 petitions regarding a Charter amendment prohibiting a City of Spokane income tax. The Spokane County Auditor's Office has verified that the initiative has met the requirements for valid signatures of registered voters. Pursuant to SMC 2.02.080 and 2.02.100, the City Council has held hearings on the initiative. The initiative ordinance received a first reading on

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

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

<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	HUGHES, MICHELLE	Distribution List
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	mcathcart@betterspokane.org

<u>Additional Approvals</u>	
<u>Purchasing</u>	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane City Charter prohibiting a City of Spokane income tax.

Summary (Background)

June 24, 2019, and final reading on July 22, 2019. This resolution, consistent with RCW 29A.04.330, will call for the Spokane County Auditor's Office to place the initiative proposition on the November 5, 2019, special election ballot.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
Distribution List		

RESOLUTION NO. 2019 - 0051

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON NOVEMBER 5, 2019 IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION TO SUBMIT TO THE VOTERS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AN AMENDMENT TO THE SPOKANE CITY CHARTER PROHIBITING A CITY OF SPOKANE INCOME TAX.

WHEREAS, pursuant to sections 82 and 125 of the City Charter, an initiative regarding amendments to the City Charter may be submitted to popular vote for adoption or rejection; and

WHEREAS, on April 19, 2019, Michael Cathcart, on behalf of Better Spokane, filed with the City Clerk's Office an amended initiative designated as Initiative No. 2019-2 regarding a prohibition of a City of Spokane income tax; and

WHEREAS, the ballot title for Initiative No. 2019-2 is as follows:

Shall the Spokane City Charter be amended to prohibit the City of Spokane from imposing an income tax on wages, salaries, investments, the sale of goods or services, or any other income source?

WHEREAS, on June 10, 2019, the proponent filed with the City Clerk's Office the petition signatures for Initiative No. 2019 - 2; and

WHEREAS, on June 24, 2019, the City Council held a hearing and first reading pursuant to SMC 2.02.080 for Initiative No. 2019-2, designated by the City Council as Ordinance No. C - 35786, at which time the City Council voted to have the City Clerk validate the signatures; and

WHEREAS, on June 27, 2019, the Spokane County Elections Office certified that Initiative No. 2019-2 satisfied the required number of valid signatures of registered voters to be placed on the November 5, 2019 general election as required by Section 82 of the City Charter; and

WHEREAS, pursuant to SMC 2.02.100, the City Council held a hearing on July 22, 2019 on the initiative petition where Ordinance No. C - 35786 was given a second and final reading; and

WHEREAS, RCW 29A.04.330 requires the City to transmit to the Spokane County Auditor by August 6, 2019 a resolution calling for a special election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to sections 82 and 125 of the City Charter that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on November 5, 2019 in conjunction with the scheduled general election for the purpose of submitting to the voters of the City of Spokane for their approval or rejection the following proposition to amend the Spokane City Charter as set forth in Initiative 2019-1:

PROPOSITION NO. 2

CITY OF SPOKANE

CHARTER AMENDMENT PROHIBITING A CITY OF SPOKANE INCOME TAX

Shall the Spokane City Charter be amended to require all collective bargaining negotiations be transparent and open to public observation, requiring public notification of such meetings as required by the Washington State Open Public Meetings Act and require all contracts be available for public review and observation on the City's website?

_____ YES

_____ NO

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 6, 2019.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/15/2019

<u>Date Rec'd</u>	7/5/2019
<u>Clerk's File #</u>	ORD C35795
<u>Renews #</u>	

Submitting Dept	PLANNING	Cross Ref #	RES 2019-0030
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - COMMUNITY EMPOWERMENT ZONE BOUNDARY ORDINANCE		

Agenda Wording

An ordinance relating to the adoption of the City of Spokane's Community Empowerment Zone Strategic Plan and the Community Empowerment Zone Boundary and the appointment of the Community Empowerment Zone Manager;

Summary (Background)

The City of Spokane is exercising its authority under Chapter 43.31C RCW by amending a 2001 Community Empowerment Zone and a Plan to reflect current needs for reinvestment in the expanded Community Empowerment Zone by establishing an amended plan and boundary along with establishing a zone manager for the granting such State incentives within the designated boundary.

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

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

Approvals	Council Notifications
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<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
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<u>Division Director</u>	TRAUTMAN, HEATHER	<u>Other</u>	Urban Experience 4/8/19
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<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
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<u>Legal</u>	RICHMAN, JAMES	tstripes@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	htrautman@spokanecity.org
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Additional Approvals	gcooley@spokanecity.org
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<u>Purchasing</u>	mpiccolo@spokanecity.org
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	sbishop@spokanecity.org
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

adopting a new chapter 8.20 to title 8 of the Spokane Municipal Code.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning Economic Development Team
Subject:	Spokane's Community Empowerment Zone Strategic Plan
Date:	4/8/2019
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Karen Stratton, Mike Fagan, and Ben Stuckart
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Urban Experience, Sustainable Resource, and Innovative Infrastructure
Type of Agenda item:	Consent X Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Key Advancement of: Strategies and Tactics: <ul style="list-style-type: none"> Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets Expected Outcomes: <ul style="list-style-type: none"> Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region Comprehensive Plan, Charter 7 Economic Development: ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial <ul style="list-style-type: none"> Property is available for economic development activities. ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate. <ul style="list-style-type: none"> ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> ED 7.5 Tax Incentives for Renovation <i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Experience
Deadline:	4/8/2019

Outcome: (deliverables, delivery duties, milestones to meet)	Staff would like to bring forward Spokane's Community Empowerment Zone Strategic Plan and new Boundary for Council adoption, as soon as possible. Or, staff can brief the final plan at a later date ... Please advise.
<p><u>Background/History:</u></p> <p>In the summer of 2017, the PED committee appointed Council Members Fagan and Stratton to participate on the review committee and to assist in updating the existing CEZ plan and boundary.</p> <p><i>Prior History:</i></p> <p>In 2001, the City of Spokane's Community Development Department embarked upon an application to State to recognize its five-year Community Empowerment Zone Plan and allow the city to offer the State's Community Empowerment Zone incentives allowed by 43.31C RCW.</p> <p>The City is responsible to the State for the plan and reports annually to the State on the use of the incentive (GSI offers and tracks the incentive to the new private sector industrial development employer). Both the City and GSI promote the incentive to eligible employers.</p> <p>In late 2015, after the establishment of the Planning Economic Development Strategy and the Planning Economic Development (ED) Team implementing the strategy, it became evident that the responsibility of the Plan and reporting to the State should reside with the ED team lead.</p> <p>In 2016, Teri Stripes worked with CHHS to meet the State's 2015 reporting requirement and in 2017, the ED Team solely met the State's 2016 reporting requirements. Note that in 2016 there were no companies that took advantage of the incentive, which remained true in 2017.</p>	
<p><u>Executive Summary:</u></p> <p>Over the course of two months, the review committee got familiar with the required components of the application and plan, and came to agreement on the update charter.</p> <p>During the next two months, the team became familiar with the eligible areas of town that also supported manufacturing job creation. They made recommendations for investigation. The boundary changes they have landed on includes all our eligible industrial properties, many general commercial properties, where some small/light manufacturing can locate in, and also includes the census tracts of income eligible workforce population.</p> <p>The review committee then diligently worked throughout most of the remaining 2017 and early 2018 identifying portions of plans they represented, or reviewed that should be incorporated in to the updated CEZ. Those plans had to identify needs and financial solutions for the community within the CEZ.</p> <p>In 2018, staff began pulling all those portions of existing community plans together into the current draft CEZ plan and adding in the new Federally designated and qualified Opportunity Zones.</p> <p>A draft (final editing needs to occur) is attached as well as the boundary map. We hope you will be comfortable having us bring a final plan forward for adoptions in April rather than waiting until May or June.</p> <p><u>Next Steps:</u></p> <p>Convert Draft to Final Plan and Boundary</p> <p>Council Adoption of Plan and Boundary</p> <p>Complete application and apply to Departments of Commerce and Revenue for Adoption</p>	
<p><u>Budget Impact:</u> None</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy? x Yes ☐ No

Requires change in current operations/policy? ☐ Yes x No

Specify changes required: ORD amendment

Known challenges/barriers:

ORDINANCE NO. C - _____

An ordinance relating to the adoption of the City of Spokane's Community Empowerment Zone Strategic Plan and the Community Empowerment Zone Boundary and the appointment of the Community Empowerment Zone Manager; adopting a new chapter 8.20 to title 8 of the Spokane Municipal Code.

WHEREAS, Chapter 43.31C RCW authorizes cities to designate geographic areas within communities that are characterized by 1) a lack of employment opportunities, 2) an average income level that is below the median income level for the surrounding community, 3) a lack of affordable housing, 4) deteriorating infrastructure, and a lack of facilities for community services, job training, and education; and

WHEREAS, the City of Spokane exercised its authority under Chapter 43.31C RCW by amending a 2001 Community Empowerment Zone (CEZ) and Plan to reflect current needs for reinvestment in these areas by establishing an amended plan and boundary for granting such State incentives in designated boundary; and

WHEREAS, the City will subsequently revise the designated CEZ boundary area once the Plan and Boundary are approved by the State agencies; and

WHEREAS, the City Council, along with the City Administration, has performed a review of the amended Plan and Boundary; and

WHEREAS, the City Council desires to modify the boundary of the existing designated CEZ Boundary and to revise the name of the boundary to Spokane's Community Empowerment Zone Boundary; and

WHEREAS, on April 22, 2019, the City Council approved Resolution No. 2019-0030 expressing the intent of the City Council to adopt the City's Community Empowerment Zone Strategic Plan and to designate a community empowerment zone boundary, and to hold a public hearing on April 29, 2019 to take public testimony and to consider the amended plan and designation of the amended boundary; and

WHEREAS, the City Council now intends to hold the second required public hearing on _____ to take public testimony to amend the plan and designation of the amended boundary and appoint the Zone Administrator; Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 8.20 to title 8 of the Spokane Municipal Code to read as follows:

CHAPTER 8.20 COMMUNITY EMPOWERMENT ZONE

8.20.010 Community Empowerment Zone

A. The City of Spokane Community Empowerment Zone Strategic Plan, attached as Appendix A, is adopted by the City Council.

B The Spokane Community Empowerment Zone Boundary Map is adopted by the City Council. See Community Empowerment Zone Boundary Map 8.20.010- M1.

C. Pursuant to RCW 43.31.070, the City of Spokane Director of Planning is designated as the City's Community Empowerment Zone Administrator for the areas of the City designated as a community empowerment zone.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane

Spokane's Community Empowerment Zone Strategic Plan

and

Incentive Boundary Map (2017-2018 Update)

Adoption 2019



Mayor David A. Condon

Spokane City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

509.625.6250

mayor@spokanecity.org







City Council President



Ben Stuckart

Term: 2016-2019

bstuckart@spokanecity.org

District 1	
 <p>Kate Burke <i>City Council Member, District 1</i> Term: 2018-2021 kateburke@spokanecity.org</p>	 <p>Mike Fagan <i>City Council Member, District 1</i> Term: 2016-2019 mfagan@spokanecity.org</p>
District 2	
 <p>Breean Beggs <i>City Council Member, District 2</i> Term: 2018-2021 bbeggs@spokanecity.org</p>	 <p>Lori Kinnear <i>City Council Member, District 2</i> Term: 2016-2019 lkinnear@spokanecity.org</p>
District 3	
 <p>Candace Mumm <i>City Council Member, District 3</i> Term: 2018-2021 cmumm@spokanecity.org</p>	 <p>Karen Stratton <i>City Council Member, District 3</i> Term: 2016-2019 kstratton@spokanecity.org</p>

Review Committee Acknowledgements:

The updated Community Empowerment Zone (CEZ) Strategic plan, boundary, and application are the product of many plans and implementation strategies that numerous individuals, agencies, and organization have participated in and contributed to over the years. The City Council, CEZ review committee, various City departments, Community, Housing, and Human Services Board, Greater Spokane Incorporated (ADO and chamber), Spokane Transit Authority all participated as plan experts from their departments and agencies in the review and update process for the CEZ plan. Each committee member reviewed their plan as well as others for challenges and solutions that should be incorporated in the updated CEZ plan. Great appreciation is given to those who assisted in reviewing numerous community plans and brought forward concerns from other boards and committees for our CEZ plan update process.

City Council Members and Staff

Mike Fagan, Everano: Council District 1 representing nine Neighborhood Councils in the CEZ: [Bemiss](#), [Chief Garry Park](#), [East Central](#), [Hillyard](#), [Logan](#), [Minnehaha](#), [Nevada Heights](#), [Shiloh Hills](#), and [Whitman](#)

Karen Stratton, Skyler Oberst District 3 representing five Neighborhood Councils in the CEZ: [Audubon/Downriver](#), [Emerson/Garfield](#), [North Hill](#), [Northwest](#), and [West Central](#)

Planning & Neighborhood Services Staff

Nathan Gwinn – Infill Housing Planning Process

Shauna Harshman – Neighborhood Planning Process and Comprehensive Plan Update

Teri Stripes – CEZ update program manager, Economic Development Strategy and Incentives Process

Community, Housing, and Human Services Staff

Paul Trautman, Housing Specialist

George Dahl, Consolidate Plan and CDBG

Greater Spokane Incorporated (ADO and Chamber)

Stan Key, Manufacturing and CEZ expert

Spokane Transit Authority

Mike Tresidder, Transit Plan expert

Mayor's Housing Quality Taskforce

Alicia Ayars, Housing Quality plan expert

Strategic Plan, Finance & Budget

Rick Romero

Debra Robole

Community Empowerment Zone Strategic Plan and Boundary Update Executive Summary

The City of Spokane saw a need to seek an update to the 2001 Community Empowerment Zone boundary established long ago with the assistance of the Departments of Commerce and Revenue. The boundary and plan updates were necessary due to the changes in the incentive's eligibility requirements. Spokane strongly agrees that the incentive is far more powerful for long-term job creation and community revitalization when the business receiving the benefit is located within the defined zone. However, the Spokane CEZ boundary previously adopted did not include most of our industrially zoned land. Consequently, manufacturing businesses looked outside of the city for less expensive land to develop. Watching this dynamic play out more often than not, over the last few years provided the impetus for the update to the boundary and the outdated plan.

Since the first CEZ and GMA required Comprehensive Plan was undertaken, our community and stakeholders have embraced good planning and implementation. The stakeholders and community leaders have all been very involved, frequently, and often in creating plans and implementation strategies for the redevelopment of Spokane. As a Review and Update Committee, we decided that our updated CEZ Plan needed to bring together the implementation strategies and plans from past and recent efforts that identify needs and solutions in the area of the proposed CEZ boundary. We needed to confirm that the incentive was still needed, that the locations for manufacturing existed, and that the various community plans programmed the near term investments to be invested within the CEZ proposed boundary. This update strategy of building upon the past community outreach efforts, and consolidating all the past work where it touches the CEZ boundary into one plan was efficient and necessary. In addition to bringing together all those plans, the committee dove into making sure that the 2018 federal tax act, which allowed for the creation of Opportunity Zones (OZs) for private sector reinvestments, aligned within our CEZ boundary. Therefore, about eight months of work shifted toward identifying and proposing to the Governor the right qualifying census tracts as OZs. So, the completion and addition to the CEZ Plan and boundary was delayed until the Spring of 2019. The result is the inclusion of all eleven of Spokane OZs in our proposed CEZ boundary.

The CEZ investments in the plan are programmed in concert with the 2017 updated Comprehensive Plan, 2018 as well as the 2019 updated Strategic Investment Plan, the Community Housing and Human Services Consolidated Plan, Spokane Transit Authority's Capital Plan, and the City's Six-year Capital Investment Plan. The Investments detailed within the plan are summarized in the table below.

Funding		
Organization/Plan	Area of Need	Programmed Amount
2018 Strategic Investment Plan	Community Place Making/Recreation Access/Infrastructure/Neighborhood Revitalization	\$51,900,000
Spokane Transit Authority's Capital Plan	Transportation Capital/Fleet Replacement	\$55,394,615
City's Six-year Capital Investment Plan	Infrastructure/Capital Facilities	\$862,000,000
Community Housing and Human Services Consolidated Plan	Housing/Emergency Housing/Homelessness/CDBG	\$4,700,000
Economic Development Incentives Investment	Commercial Redevelopment/Job Creation/Rater Payer additions/Property, Utility, and Sales Tax expansion/Housing	\$4,400,000
	Total	\$977,394,615

These investments in core commercial infrastructure, community services, public realm enhancement, education and library provide for:

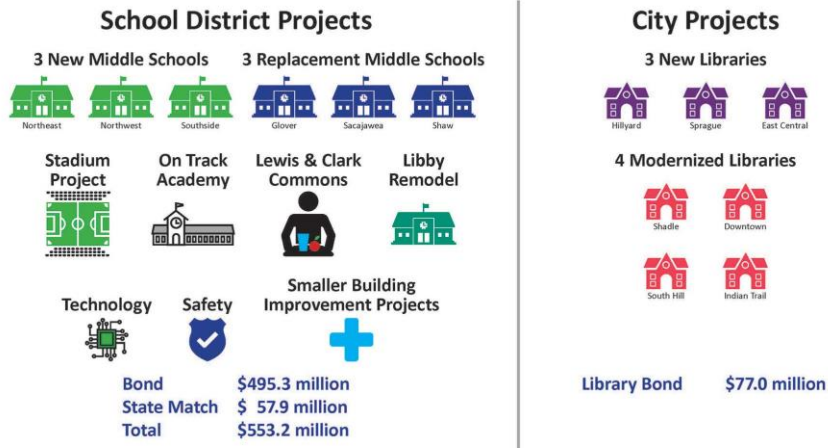
- job creation
- public facilities
- a sense of place
- better education
- public safety
- neighborhood stabilization
- neighborhood rehabilitation
- access to necessary services and amenities

Spokane is the second largest City in the State and provides urban services for medical, mental health, primary and secondary education, transportation (air, rail, bus), distribution, entertainment, commerce, and recreation for all of eastern WA, northern ID, western MT, and even some Canadian provinces.

As poorer individuals often move to Spokane to be closer to the services and jobs, the poverty in the center of Spokane radiates out for our downtown.. Initiatives to addressing poverty needs and creating better paying jobs is imperative. The CEZ designation is one incentive among many that will assist us in addressing the poverty and living wage job creation.

In late 2018, voters passed a significant Schools and Library Bond measure. The project will bring over \$550MM in school investment and \$77MM in Library investments. Over 75% of these investments will be occurring within the proposed CEZ. This measure and outcome were not identified in our CEZ plan but have come about since.

School District & City Facility Improvement Partnership Projects



The City of Spokane and Spokane Public Schools have joined together to develop an unprecedented partnership, designed to build community, support healthy neighborhoods, and create value for the citizens they both serve.

These partners have developed a plan that would deliver a wide array of educational and recreational facilities and programs dispersed throughout the neighborhoods of the City, creating places for positive activity that support healthy youth, families, and community, while also creating jobs, growth, and economic opportunity.

The plan uses an integrated approach that leverages a variety of resources, including dollars, land, facilities, and programs, to stretch the buying power of citizens' dollars.

Taking advantage of a change in how the State of Washington funds public education, citizens would see a significant decrease in their property taxes, while still allowing for the proposed major investment in learning, literacy, and recreation.

The Ballot Items

The plan includes three proposals that would be voted on by citizens:

- A \$495.3 million bond issue by [Spokane Public Schools](#) that would include 3 new middle schools; 3 replacement middle schools; updates at Lewis & Clark High School, Libby Center, and On Track Academy; safety and technology updates; and funding for a stadium replacement. [See the information provided by Spokane Public Schools.](#)
- A \$77 million issue by the **City of Spokane** that would include three new libraries and four library modernization projects. [See the information provided by Spokane Public Library.](#)

- A **City of Spokane** advisory vote that asks voters whether they would like to see a high school replacement stadium built at the current site of Albi Stadium or in a centralized location on the North Bank, adjacent to the Spokane Arena and planned new Sportsplex. [Note the Advisory vote to move the high school stadium to the new sports complex did not pass. So, the construction of the Sportsplex is continuing without the high school stadium. The Sportsplex is also being constructed within the CEZ boundary in a blighted area of town.]

Details above are from The City of Spokane, Spokane Public Schools, and the Spokane Public Library have partnership websites <https://www.partnershipspokane.org/> and <https://my.spokanecity.org/learningbond/>.

2019 Updated Strategic Plan

Another significant update occurred January 2019, the update was to the 2017-2018 Strategic Investment Plan, which was included in our CEZ and the update warrants mention here. Below are updates to all four sections of the investment implementation as well as some performance outcomes. As noted, in the CEZ Plan the vast majority of this investment is occurring in the proposed CEZ boundary. The Plan details below come from the plan's website. <https://my.spokanecity.org/cityhall/strategic-plan/>

Safe & Healthy

Safe & Healthy

To create a safe, healthy, supportive environment for the City of Spokane residents, business and visitors.

Reducing Crime, Improving Patient Outcomes, Helping Those in Need

Lower property crime. Residential burglaries are down 13 percent over last year, commercial burglaries are down 10 percent, and vehicle thefts are down as well.

Supervision for Property Crime Offenders. Community supervision for habitual car thieves, once they are released from custody, is at the top of Spokane's 2019 legislative wish list. Community supervision can require that offenders submit to periodic drug screenings, drug rehabilitation programs and have no contact with other convicted felons.

New Eviction Center. The center is one of only 17 in the nation. The center connects those experiencing homelessness and other low-income individuals with a variety of services in a single location. The Center supports four key pillars of self-sufficiency: 1) Economic Empowerment, 2) Educational Advancement, 3) Health & Wellness, and 4) Character and Leadership.

Evolving Services for Those Experiencing Homelessness. A new permanent shelter is in the works, as the community overall seeks out best practices to assist those experiencing homelessness. The City also is investing another \$800,000—in addition to the \$8.5 million the City spent in 2018—in homelessness services in 2019, increasing direct outreach to those in need.

Delivering Better Medical Outcomes. Firefighter Paramedics and EMTs are improving outcomes for citizens experiencing cardiac arrest and stroke. By recognizing symptoms, administering appropriate care quickly, and providing detailed information to emergency room providers, our firefighters are saving lives.

Right care in the right place. Spokane Fire Department (SFD) has partnered with Frontier Behavioral Health, with funding from Providence Medical Group, to staff a Behavioral Response Unit. The program diverts people experiencing less acute behavioral issues from the Emergency Room so they can be connected to more appropriate community resources. This allows Emergency Room staff to provide the highest level of care to the most acute medical and behavioral health patients.

Create a compassionate community so that all people can feel safe, empowered, and welcome.

2-Year Action Plan

- **PRIORITY:** Develop integrated emergency response
- Increase and embrace diversity

6-Year Plan

- Advance public safety through criminal justice reform
- Reduce homelessness and protect vulnerable populations
- Beautify Spokane through citywide clean and safe

Discussion:

Under the Safe and Healthy initiative, City staff have worked with regional partners to assess and evaluate important advancements including the integration of 9-1-1 and dispatch services. They've also worked to improve public safety response

to vulnerable populations and provide them with follow-up services that reduce visits to the emergency room while increasing the level of care for the individual. Criminal justice reform efforts also are proceeding region wide and an additional major grant has been received to continue this work. These public safety responses also are paired with improved maintenance of public space and standards for quality housing.

Urban Experience

Riding the Waves, Rolling Along, Putting Down Roots

Riverfront Spokane. In Riverfront, we have opened the new Carousel building, the renovated Rotary Fountain, the Howard Street South bridge, and the Skate Ribbon. Up next is the Pavilion and center promenade. Riverfront Spokane is our living room, and we love what's happening there.

Healthy Downtown. A resurgence that began to transform downtown over a decade ago continues with renewed pace and excitement. New investment continues to abound with everything from historic renovation and new construction to homegrown business development and the attraction of national retailers.

BikeShare. Last fall, it seemed the entire City was rolling along on electric scooters and bikes. Citizens and visitors took 139,000 rides during 68 days of the pilot bike share program. Selected officials and staff are working on changes to usher in a permanent bike share program.

The SportsPlex. Work will start in 2019 on the new regional sports facility near the Spokane Arena that will host large tournaments that generate tourism and serve as a practice and competition venue for local sports groups and community programming. The facility will boost the local and state economies through the attraction of visitors to our community, and studies show it will generate up to \$33 million annually in direct visitor spending.

Access to the Spokane River. The wild Spokane River and two sets of falls run through the heart of Spokane. Increasing access to the river provides outdoor recreational experiences and helps ensure its health for the future. A new raft and kayak put-in is being built in Redbank Park—the fourth updated access point in the City—and new vistas of the lower falls will open with the completion of work on Spokane Falls Boulevard by the Downtown Library.

Partnership with Spokane Public Schools. Voters approved funding measures for libraries and schools as part of an historic partnership between the City and Spokane Public Schools. New middle schools will be located on City sites, libraries and schools will co-locate, and new facilities will lift up neighborhoods around the City.

Get closer to nature
5 minutes from downtown
Riverside State Park's 55 miles of trail
Hit the slopes!
5 ski resorts within 2 hours of the city
Convenient downtown access swim, fish or paddle in the Spokane River on your lunch break.

Put down roots
Residential housing is affordable in Spokane
Average home price per square foot
\$1048/sf San Francisco
\$476/sf Seattle
\$157/sf Spokane

Housing Options. Updated planning efforts, including changes to infill housing regulations, are designed to make it easier to increase the housing options in our community. In addition to single-family homes and apartment complexes, the new regulations are designed to encourage townhouses and condominiums that are less represented in our housing stock.

Bike Share Stats over 68 days	Pedal Bike	E-Assist Bike	Scooter
# Rides	9,258	25,066	109,233
Total Distance (miles)	4,446	12,578	111,154
Average Rides/Vehicle/Day	2.8	4.0	7.3

Urban Experience To promote significant growth that connects people to place and builds upon cultural, historic, and natural resource assets.

Promote significant growth that connects people to place and builds upon cultural, historic, and natural resource assets

2-Year Action Plan

PRIORITY: Market Spokane's urban advantages and experiences to grow jobs and economic benefit Develop public trails and access points to Spokane River Invest in key neighborhoods and business centers; especially PDAs and small businesses

6-Year Plan

Increase housing quality and diversity
Advance downtown as region's largest and strongest center
Support arts and cultural activities
Work collaboratively with regional partners

Discussion:

Under the Urban Experience Initiative, City staff have continued efforts to enhance public connections with the Spokane River, including the build out of the urban trail system. They are working with partners around the City and community to advance development in the City's targeted investment areas on the West Plains, the Northeast, the University District, and in Downtown. The new SportsPlex planned for the North Bank is moving forward, and voters adopted a plan for improving libraries and schools throughout the community.

Innovative Infrastructure

Innovative Infrastructure To build and effectively manage innovative infrastructure that supports community accessibility, mobility and resiliency.

Saving Water, Smoothing the Ride, Thinking Ahead

Improved Streets. Everyone likes a smooth ride. The Street Levy approved by voters in 2014 has enabled the City to focus on projects that serve more people every day. We are stepping up maintenance work—which is less expensive—to give users more miles of safe, smooth pavement.

Energy Ideas. The City's renewable energy generation surpasses its use of electricity, natural gas, and fuel combined. That's particularly impressive when you consider our large fleet of fire trucks, police cars, snow plows, and garbage and recycling trucks. The City's energy production includes hydropower at Spruce Dam and electricity from steam at the Waste to Energy Facility and the Riverside Park Water Reclamation Facility. The City is working on new ideas to get citizens more value for these energy assets.

Focus on Water Conservation. Water is our most precious resource. In Spokane, we are blessed to have the sole source Spokane Valley-Rathdrum Prairie Aquifer as our drinking water source. We have work under way to encourage SpokaneScape—less water-intensive landscaping. Develop new irrigation standards, and tackle City high water users, like golf courses.

Urbanova. The University District serves as the living laboratory for "smart cities" technology under the Urbanova partnership that includes the City, local companies, and higher education. Work is under way around localized energy grids, technology that dims street lighting when traffic volume drops, and sensors that provide instant air quality data. The goal is to use this information to create people-centric solutions for the future.

Improved River Health. A series of projects designed to manage overflows from combined wastewater and stormwater to the Spokane River is nearing completion. The last of more than 24 underground tanks—including huge projects on Spokane Falls Boulevard and at First & Adams in west downtown—will be done in 2019. The system will have a capacity of about 16.5 million gallons of wastewater storage.

Promises of a Circular Economy. They say that one man's trash is another man's treasure, and that's exactly the concept behind the circular economy. As part of our joint West Plains Public Development Authority, we are creating a district that will connect companies and turn waste products into raw materials.

Build and effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency

2-Year Action Plan

- PRIORITY:** Accelerate street improvement, such as grind-and-overlay and surface projects, to catch up on deferred maintenance
- Support smart use of public land and natural resources

6-Year Plan

- Develop affordable and predictable taxes and rates
- Develop Spokane's transportation advantages
- Advance sustainability as a core principle
- Promote resiliency and protect our natural environment

Discussion:

Under Innovative Infrastructure initiative, City officials have focused on accelerating street improvements, developing infrastructure plans for allow for strategic growth in targeted investment areas, and worked to advance sustainability and smart cities initiatives. New efforts are in the works to advance street maintenance to avoid more costly improvements later. Programs to grade alleys, pave unpaved streets, and tracking street investments are under way. Water conservation efforts are being stepped up, along with plans to more efficiently use City energy resources.

Sustainable Resources

Funding the Work, Accessing Services, Maintaining Affordability

New Supported Employment Program. This program is designed to create job opportunities for eligible individuals with disabilities and allows the City to expand its work force in ways that allow our employee base to be more representative of our community.

Healthy City Reserves. New additions to the City's reserve accounts bring City reserves up to \$18.5 million, putting the City on solid financial footing. The accounts are designed to protect City services when revenues don't meet expectations or unanticipated increases in expenditures occur.

Spirit of Continuous Improvement & Innovation. Every day, we are looking at our processes and procedures to determine if there are better ways of doing business. We are adding a new system in Solid Waste Collection to improve routing and pickup. We are making changes to our utility management system to better track these lines of business. And we have added new software to manage public records requests.

Income and Spending
Households in Spokane earn a median yearly income of \$48,946. 31.29% of the households earn more than the national average each year. Household expenditures average \$53,424 per year. The majority of earnings get spent on Shelter, Transportation, Food and Beverages, Health Care, and Utilities.

Affordability. We have strived to live within our means and to hold down costs for our citizens, while still providing excellent services. We have committed to limiting rate increases within our water, wastewater, and solid waste utilities to 2.9 percent annually—the average rate of inflation over the last 25 years or so.

Open Government. Governments collect all kinds of data. We are working to make more of our information easily available to the public in hopes that it generates new ideas and new ways of doing business.

Customer Service. Communicating and interacting with our customers in ways that are convenient for them is important. This year, we added texting capabilities to our 3-1-1 customer service center. Our social media interactions won a national award. And, we are working toward additional enhancements like the ability to sign up for recurring credit card payments and ACH payments for utility charges.

\$48,946
Median Household Income

Income Distribution

Income Range	Count
< \$10 K	7,789
\$10-20 K	11,077
\$20-30 K	10,482
\$30-40 K	10,075
\$40-50 K	8,543
\$50-60 K	7,837
\$60-75 K	8,864
\$75-100 K	11,550
> \$100 K	18,028

Sustainable Resources

To make sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity.

Make sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity

2-Year Action Plan

- **PRIORITY:** Grow a 21st Century workforce

6-Year Plan

- Develop and implement human and financial management practices that are: sustainable; transparent; efficient; and accountable.

Discussion:

Under the Sustainable Resources Initiative, City officials have focused on important issues to protect and use City data and technology, improve financial stability, and support a 21st Century Workforce. Opening up City data to allow for innovative,

urban solutions to problems has been balanced with work to enhance cyber security and resiliency of City operations. Continuous improvement and project management teams are working to improve efficiencies across the City. And, a focus on recruitment and training is investing in our workforce. The City has also established a new supported employment program to provide job opportunities for certain individuals with developmental disabilities.

Community Empowerment Zone Strategic Plan and Boundary Update Introduction

The updated CEZ Plan and incentive boundary now includes all our Spokane industrial lands as well as most of our general commercially zoned property, where some light and small-scale manufacturing can occur. This addition greatly expands the incentives ability to encourage infill redevelopment and job creation within the City of Spokane where the areas are well served with commercial infrastructure, transportation, telecom, and transit as well as workforce proximity.

The stakeholders worked hard to also select an eligible boundary, which also aligns with other incentive including the new federal Opportunity Zones, available infill developable lands, existing infrastructure, as well as areas where the City has targeted its resources for redevelopment and revitalization.

The Census tracks includes our poorest HUD community development neighborhoods, our downtown core, the University District, and the Trent, West Central, West Plains Airport, Playfair Commerce Park, and Northeast industrially zoned areas, all home to manufacturing and job creation and potential growth opportunities.

The City of Spokane has always seen tremendous citizen involvement in its planning efforts. This has led to very community oriented plans that the community takes ownership in and helps implement the visions. Be these small district plans like the Emerson Garfield neighborhood plan or the large audacious Strategic Plan that programs over \$50MM in onetime funding over two years—supporting the new School and Library plan through community bond investment of over \$625MM—2014 \$64MM bond to rebuild Spokane Riverfront Park the home of the 1974 World’s Fair. Everyone engages in these planning efforts and then dives in and supports the investment in making Spokane the City of Choice. This is why the CEZ updated plan has to draw upon all of the wonderful work and bring it together in one document that speaks to all of this effort occurring in the CEZ boundary and does not duplicate past efforts but rather continues the community’s hard work.

Our Plan includes the following information:

1. Housing needs, including emergency housing.
2. Public infrastructure needs, such as:
 - ❑ Transportation
 - ❑ Water
 - ❑ Sanitation
 - ❑ Energy
 - ❑ Drainage/flood control

3. Public Facilities needs, such as:
 - ❑ Neighborhood facilities
 - ❑ Facilities for the provision of health, education, recreation, or public safety.
4. Community economic development needs, such as:
 - ❑ Commercial/industrial revitalization
 - ❑ Job creation and retention with special attention to the unemployment and underemployment of the area residents
 - ❑ Accessibility to financial resources by residents and businesses within the area
 - ❑ Investment in the area.
 - ❑ Rezones/changes in land use
5. Social service needs.
6. Existing and new plans to specifically address the identified needs, and the financial and other resources, which have been committed to implement the plan.
7. Funding sources that are expected to become available in the future to carry out the reinvestment area strategy and the actions that will be taken to acquire these funds.

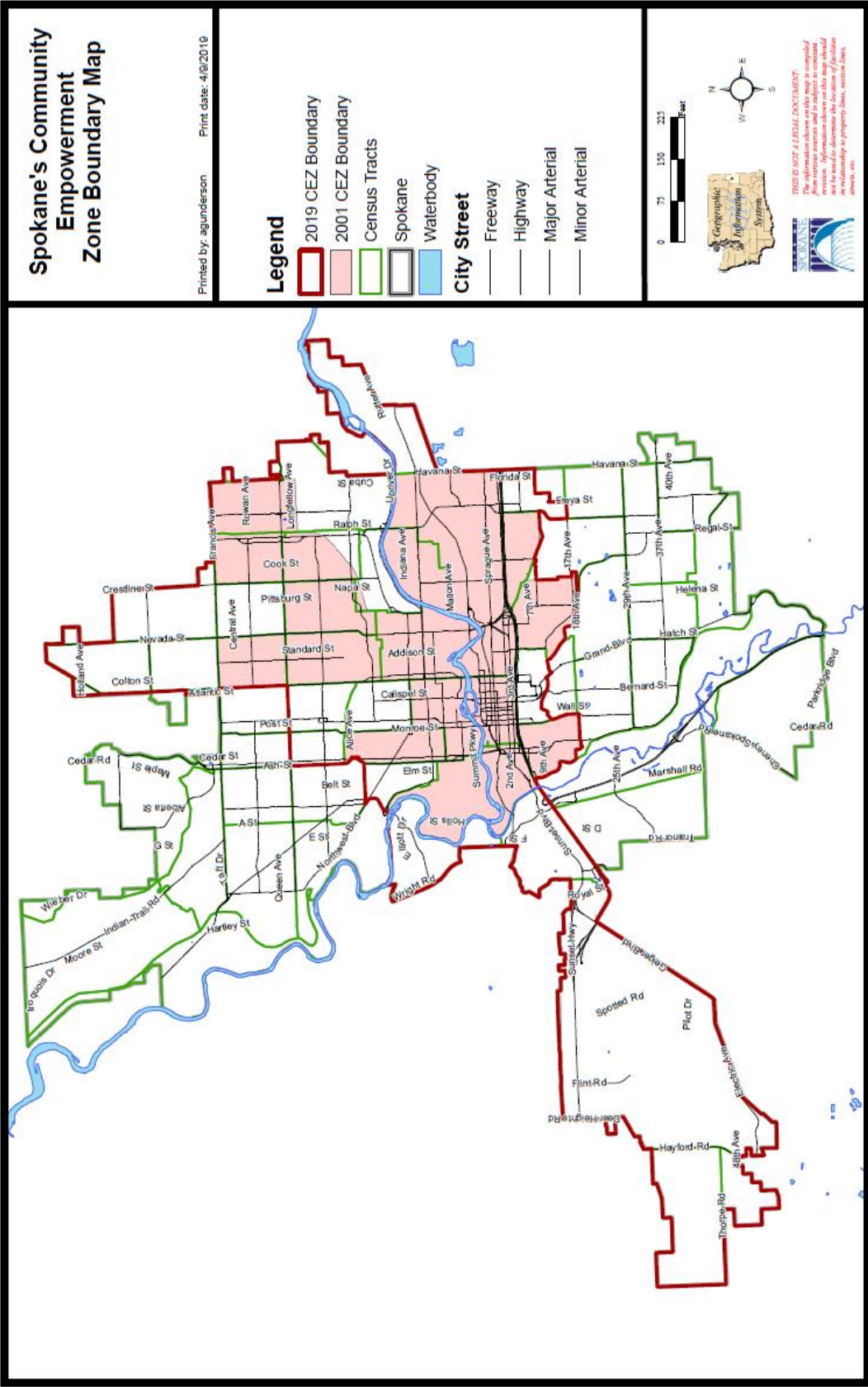
Spokane's Community Empowerment Zone Strategic Plan

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Spokane's Community Empowerment Zone Boundary Map



Housing needs, including emergency housing within CEZ

The City of Spokane's housing challenges are centered on housing choice, quality, availability, and a concern in keeping housing affordable across all income levels. The citywide Comprehensive Plan, the HUD required Consolidated Plan, Neighborhood Plans, and recent taskforce plans are all identifying these common challenges as well as some solutions to address the issues.

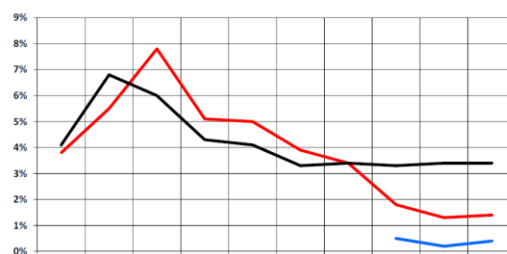
Currently, the City and the Region are challenged by a lack of multifamily housing stock available for rent. It has been frequently reported throughout 2017 – 2018 that the apartment vacancy rate is only 1%. This lack of available housing causes the market to raise rental fees, as well as developers to respond by constructing new inventory.

Unfortunately, the rising rental rates are leading the new inventory's availability. The development community is responding (2017 was a near record year for Multi-Family construction permits) so we are anticipating that supply and demand will begin to stabilize.

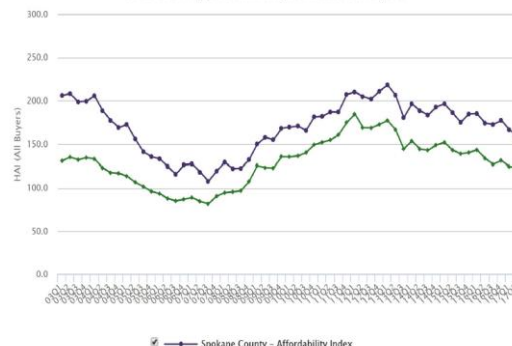
Within our Community Empowerment Zone (CEZ) live our most vulnerable and disadvantaged individuals and families. This is where the HUD required Consolidated Plan and the Strategic Plan to End Homelessness have become critical. The CEZ is also where the City incentivizes and subsidizes new housing construction and rehabilitation.

In the following pages, we have compiled critical excerpts from the Community Housing and Human Services Consolidated Plan and the Plan to End Homelessness; these two plans best address the needs of the populations living and working within our CEZ as well as guide the resources that address the needs of this population. These plans are also well supported by all other citywide initiatives, plans, and investments. Each has gone through extensive and required public involvement in their creation, addressing goals as well as community needs based solutions. Following those plans excerpts there are excerpts from the City's Comprehensive Plan (updated in 2017) and the City's Strategic Plan. Those plans highlight similar needs and support on a citywide basis.

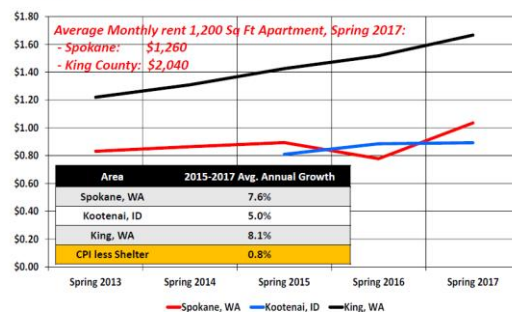
Apartment Vacancy Rates, 2008-2017



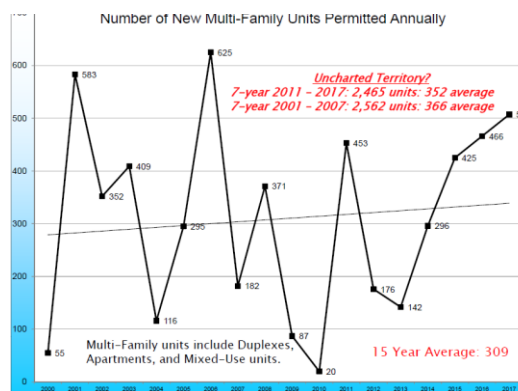
6.1.6 Housing Affordability Index for All Buyers



Apartment Rent Per Sq. Foot, 2013-2017



Source: U.W. Rumlund Center and author's calculations. Source: Grant Forsyth, Avista Chief Economist; GSI Forecasting 11/8/17



2015-2020 CITY OF SPOKANE CONSOLIDATED PLAN [Excerpts]

PURPOSE OF THE CONSOLIDATED PLAN

The City of Spokane's mission is to deliver efficient and effective services that facilitate economic opportunity and enhance the quality of life for its citizens. The Spokane Five-Year Consolidated Plan and individual Annual Plans provide a roadmap for allocating resources to achieve those objectives. The Consolidated Plan establishes local priorities consistent with national objectives established by HUD (US Department of Housing and Urban Development) to utilize funds allocated by the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program. Over the five-year period covered by the Consolidated Plan, about \$20 million is expected to be available through these programs, including rollover of prior year funds and funds generated from program income.

CDBG Program Objectives	HOME Program Objectives	Emergency Solutions Grant
Provide decent housing Create a suitable living environment Expand economic opportunities	Expand the supply of decent, safe, sanitary and affordable housing	Reduce and prevent homelessness

SUMMARY OF NEEDS AND GOALS

The Consolidated Plan established three priority needs and five main goals for Spokane.

1. Need for safe affordable housing choice

Goals relating to this need:

- Preserve and expand quality, safe, affordable housing choices.
 - Improve quality of existing housing stock
 - Increase housing stock
 - Ensuring housing stability
 - Prioritize workforce housing development to reduce transportation barriers and costs

2. Need to provide for basic and special needs and reduce homelessness

Goals relating to this need:

- Prevent and reduce homelessness
 - Retool the homeless response system
 - Increase access to affordable housing that promotes health and stability
 - Invest in effective and/or proven housing and support services
- Provide opportunities to improve quality of life
 - Reduce barriers to employment
 - Invest in effective housing and support services

3. Need for community development, infrastructure and economic opportunities

Goals relating to this need:

- Support vibrant neighborhoods
 - Invest in infrastructure
 - Improve public safety
 - Expand capacity of neighborhoods to attract businesses
 - Support infrastructure and services that enhance the health and quality of life in our neighborhoods.
- Expand economic opportunities
 - Support effective pathways toward self-sufficiency and living wage jobs
 - Support microenterprise
 - Invest in infrastructure to attract business and housing development

HOUSING CONDITION [Excerpts]

Need for Housing Rehabilitation (MA20) [pg. 29]

Most of the housing in Spokane was built more than 30 years ago. Deferred or absent maintenance can result in loss of housing, including older, more affordable housing. One of the key strategies in preserving affordable housing is maintaining existing units. Unresolved conditions tend to create a depressing effect on investment in the area and can lead to overall deterioration of values and livability of the neighborhood.

Some homes need only modest rehabilitation such as paint, railings, or handicap access ramps. Others need more extensive work such as a new roof, replaced heating system, repaired electrical hazards, bedroom egress windows, abatement of hazardous asbestos, or structural repairs. While these conditions relate to both owner housing and multifamily rental housing, two specific types of housing require further comment. There are 19 mobile home parks in the community, some of which contain housing that is substandard and deteriorating. Some units are not suitable for rehabilitation due to obsolescence and poor condition. In some cases, site owners are holding the properties for potential higher uses. In addition, there are residential structures in the downtown area that need major reconstruction, due to building codes, deferred maintenance, and obsolescence. Some of these structures may qualify as “spot blight.” Some single family and multifamily structures outside the downtown area are not suitable for rehabilitation and may represent a “blighting” influence on the neighborhoods. These properties may be appropriate for demolition on a “spot” basis.

City of Spokane Wastewater Management Department reports that Orangeburg sewer pipe was commonly used to connect homes built between 1955 and 1975 to sewer mains. Made from compressed layers of tar paper, the pipe is beyond its 40 to 50-year intended lifespan. Failed Orangeburg pipe causes a substandard housing condition, risks contamination, and requires costly excavation and replacement.

Many houses in Spokane (an estimated 60% of housing units, according to City documents) have elevated levels of radon, which is a naturally occurring radioactive gas, which can cause lung cancer. The remedy for radon in the home is not overly burdensome. Washington State Department of Health reports that 42% of Spokane houses tested (and reported to the State) between 2009 and 2013 were positive for radon.

Lead-Based Paint and Lead Hazards [pg. 30]

Use of lead in paint was banned in 1978, but used prior to that time with increased frequency in earlier decades – use in older units was more common. According to American Community Survey estimates (2008-2012), 75% of owner-occupied and 73% of renter-occupied units in Spokane were built before 1980. CHAS estimates place the number of housing units built before 1980 with children present at 2,005 owner-occupied units and 1,475 renter-occupied units, which is too conservative an estimate of the number of older units with children present.

Table 25: Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total number of units built before 1980	38,594	77%	27,634	73%
Housing units built before 1980 with children present	2,005	4%	1,475	4%

Source: 2007-2011 ACS (total units) 2007-2011 CHAS (units with children present)

HOUSING COSTS [pg. 31]

Estimated housing costs in the City of Spokane and Spokane County are lower for both owner-occupants and renters than is true of Washington State. The median owner-estimated value of homes in Spokane was just 60% of the estimated value in the state as a whole. The median estimated value in Spokane County was higher, but still

70% of the median estimated value in Washington. Still looking at owner costs, two-thirds of households with a mortgage in Spokane had housing costs less than \$1,500 per month, including utilities. In contrast, in Washington, two-thirds of households with a mortgage paid more than \$1,500 a month.

Availability of Housing Compared to Needs **(MA10)** [pg. 34]

While housing is generally more affordable in Spokane than other urban areas, housing costs are out of reach for many households in Spokane. For example, a household with a single wage earner at under \$13 an hour would not be able to afford a unit priced at \$718 (the median rent in Spokane). Without (and even with) a subsidy, many households with lowest incomes must compete for housing in their price range, settle for units in poor condition, live in overcrowded circumstances, or live in areas in the City with less access to opportunities (employment, education and amenities).

Most Common Housing Problems **(NA10)** [pg. 36]

Housing problems include cost in excess of 30% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as between 1.0 and 1.5 persons per room. Severe housing problems are defined as cost greater than 50% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as greater than 1.5 persons per room. By far the most prevalent problem was cost in relation to income. However, that was not the only problem. An estimated 780 renter households and 100 owners were living in substandard housing, defined as lacking complete plumbing or kitchen facilities. Another 360 renters and 25 owners were living in severely overcrowded conditions, defined as more than 1.5 persons per room.

Populations/Households most Affected by Housing Problems **(NA10)** [pg. 37]

It is not possible to draw conclusions from CHAS data regarding needs by household type. The 2015 State of Washington Housing Needs Assessment expresses concerns about several populations. By age and composition, elderly households are and will be looking for different types of housing to meet changing needs – possibly smaller rental units. This demand may compete with other renters. Younger householders are also likely to be challenged, particularly by cost. The Needs Assessment (page 42) points out that in Washington, close to 60% of younger householders (under 24) were burdened by high costs of housing. The report further points out that 61% of single person-households (including the elderly) are most the cost-burdened compared to other sizes of households. Finally, people with disabilities typically have far less to spend on housing, and therefore are most likely to have housing problems.

Single-Person Households with Needs **(NA10)** [pg. 37]

According to 2008-2012 American Community Survey estimates, over one-third of households in Spokane consisted of people living alone. This will likely increase from a number of factors – young people starting out on their own, an increasing share of seniors looking for a change in living, and people opting to live independently for other reasons. Not all will be able to achieve this on their own. Certainly, low income in relation to housing costs will be a primary contributor to this inability. The Washington Center for Real Estate Research housing market condition report for Spokane also indicated a demand for smaller rental units. There was a lower vacancy rate for 1-bedroom units and studios (2.5% and 3.1% respectively) than for overall multifamily units (3.5%). A July 2014 SLIHC survey limited to publicly assisted rental housing units in the area revealed a strong demand for housing for singles, particularly studios. The study found that the vacancy rate for studios stood at .6%. Availability and economic needs are not the only concern that must be considered going forward; needs also extend to accessibility. Safe housing for seniors on their own and persons with disabilities includes sufficient units on a single level, safe transportation, and located near amenities and services.

A further view of the need for affordable housing for singles is found in the Spokane Continuum of Care report. Its data estimates that in 2013, 1,993 persons in households with only adults also experienced homelessness during the year. The vast majority of these households were single persons and 442 were chronically homeless

individuals—a particularly vulnerable population. Other indications of need are found on the Spokane Housing Authority’s public housing wait list. The wait list shows 126 disabled households and 25 elderly households who are waiting for units, most of which must be accessible units.

Disproportionate Need by Race/Ethnicity **(NA30)** [pg. 38]

CHAS tables provide cross-tabulations of problems by income and race/ethnicity of heads of households. The margins of error associated with the estimates (based on American Community Survey sampling) are large, too large in fact to rely on exact percentages within ranges of income. However, enough disparities were observed to conclude that minority householders experience a disproportionate share of housing problems in some categories compared to the jurisdiction as a whole. Disproportionate is defined as a greater than 10% difference in incidence of housing problems compared to the percent for the jurisdiction as a whole within that income range.

Without regard to household income (that is, across all Spokane households), 37% of Spokane households were burdened by costs in excess of 30% of household income. A disproportionate share of Black/African-American-headed households experienced a cost burden (60% did); a disproportionate share of American Indian/Alaska Native-headed households experienced a cost burden (58% did); and, a disproportionate share of Pacific Islander-headed households experienced a cost burden (65% did).

While even less reliable than the summary data, several areas of disproportionate burden were found within ranges of household income. (See appendix for detailed analysis.) In summary, disproportionate burdens (problems of which cost was the primary contributor) were found for each of the racial/ethnic minority-headed households (Black/African American, Asian, American Indian/Alaska Native, Pacific Islander, and Hispanic) although not in each of the ranges of household income or degree of severity of problem. Those individual findings are not included here because of the high margin of error.

Areas of Concentration of Housing Problems **(MA50)** [pg. 38]

The majority of housing in Spokane was built before 1980. Many older units that have not been maintained over the years and are in need of repair, some in quite dilapidated condition. While not exclusively the case, some of the areas of concentration of physical housing problems (conditions) mirror areas of concentration of lower income populations discussed below. Some areas would benefit from a targeted housing rehabilitation program to upgrade housing to community standards of safety and energy efficiency. If the City is focusing its resources in a particular area and a property or properties has a blighting impact on the area, it may be appropriate for the City to undertake removal on a “spot” basis.

Areas of Concentration of Minorities or Low-Income Population **(MA50)** [pg. 38]

Using the definition of minority described above as Hispanic and/or race other than white alone, 16% of the population in Spokane in 2010 was minority. Areas of disproportionate concentration are those in which there is a greater than 10% difference than the jurisdiction as a whole. Accordingly, any block group with 27% or more minority population is considered to have a disproportionate concentration.

That was true of nine block groups. The block groups contained 4% of Spokane’s population in 2010. The concentration of minority population ranged from 28% to 37% of block group occupants. The disproportionate areas are primarily located in central Spokane neighborhoods – several block groups south of I-90 and west of Thor, an area south of the Spokane River between Napa and Hamilton, and north of I-90 between Monroe and Ash.

BARRIERS TO AFFORDABLE HOUSING (MA40) [pg. 39]

Housing costs are out of reach for many Spokane residents. Those costs are steadily increasing while income for lower wage earners is not keeping pace. Spokane is largely built out. Vacant buildable land is scarce and costly to develop. Materials, labor, and transportation costs have increased. New market-rate development responds to demand, which may not favor lower income households. Spokane nonprofit agencies and government partners have made significant advances in developing and preserving housing affordable to people at lower levels of income.

Regulations or policies that directly prohibit development of affordable housing or add cost to housing development can be barriers to production and maintenance of affordable housing. The Regulatory Barriers Database (huduser.org/portal/rbc/rbcresearch) identified a number of potential barriers and solutions in place. In response to the first potential regulatory barrier, (some new building materials may not meet code requirements), Spokane allows alternative building methods and materials. In response to the second (increased property taxes discourage rehabilitation or construction of multifamily housing), Spokane exempts certain properties from taxes on increased value. In response to the third potential barrier (zoning codes may not provide for the development of affordable housing), Spokane allows manufactured housing on single family lots, triplexes in duplex neighborhoods, accessory dwelling units, and density bonuses. In response to the fourth potential barrier (lengthy and difficult permitting process), Spokane has streamlined that process. In response to the fifth potential barrier (socioeconomic housing segregation and the need to increase affordable housing), Spokane encourages new developments to include affordable units and is exploring additional innovations to increase affordable housing.

The City of Spokane continues to review land use and housing policies with the goal of increasing affordable housing. Policies and practices to encourage infill in existing built-out areas will be useful, but infill will not meet all needs. Nonprofit housing developers contributing to this Consolidated Plan recommend increased coordination among providers, including government agencies, to identify buildable land, surplus assets, and increase the capacity to take advantage of opportunities without unnecessary delays. The City of Spokane is also actively pursuing higher density development approaches (Centers and Corridors), which will provide increased housing as well as access to transportation and amenities.

PUBLICLY ASSISTED HOUSING [pg. 40]

Public Housing Restoration/Revitalization Needs (MA25) [pg. 42]

Two separate projects make up the 125-unit Public Housing inventory. The Parsons is a 50-unit senior/ disabled building. The Capital Needs Assessment identifies approximately \$20,000 per unit required for rehabilitation. SHA is using the Rental Assistance Demonstration (RAD) Program to opt the Parsons out of the Public Housing Program later this year. The 50 units will be transferred to a Limited Liability Partnership where SHA is the General Partner. The units will then be rehabilitated using a 4% tax credit/bond structure. This proposal is awaiting final HUD approval anticipated in summer 2015. In addition to rehabilitation, the RAD will provide project-based vouchers for the units to insure continued affordability for the residents.

Scattered Site Public Housing accounts for 75 units. The second phase of the RAD program is to opt all 75 units out of the Public Housing Program. The agency expects to use 75 units of project-based assistance provided through RAD, attaching them to other units SHA already owns or controls. Residents will be relocated following Uniform Relocation Act (URA) requirements. SHA will sell the 75 units on the open market. SHA anticipates using the proceeds to fill the financing gap for creating new affordable housing units in the community through tax credits and/or bonds. The goal is to create from 210 to 280 tax credit/bond units.

Comparison with Needs in Population at Large (NA35) [pg. 44]

The applicants on the current wait list for public housing generally have far fewer resources than the households in the population at large. Lack of income and living wage jobs are common among applicants. Families with children represented the largest population type on the list, applicable to 512 families (73% of the 692 households). There were on average 4.4 persons per family households, larger than the general population. The percentage of families applying for public housing was much greater than the City's overall percentage of families in the City.

The wait list included 126 disabled households (representing 18% of applicants on the list) and 25 elderly households (4%). These percentages were both considerably lower than the overall City percentages for those populations. However, it is difficult to make judgments regarding the implications on the needs compared to the overall population based on this wait list information because eligibility requirements and because the number of units included in the public housing program is so small. Many potentially eligible applicants may not apply for assistance in this program and instead apply for the much larger Section 8 program.

Need of Those on Wait List for Accessible Units (NA35) [pg. 44]

There are 126 disabled households and 25 elderly households on the wait list for public housing indicating a need for accessible units in the program.

HOMELESSNESS [pg. 46]

Introduction (NA40) [pg. 46]

Homelessness remains persistent in Spokane, and much remains to be accomplished in meeting the goal of ultimately ending homelessness. The annual homeless point in time count conducted on January 23, 2014 found over 1,100 persons homeless on the streets or in homeless facilities. Many other homeless persons went uncounted or were precariously housed.

Table 36: Homeless Needs Assessment

Population	Estimated # of persons experiencing homeless on a given night		Estimate experiencing homelessness each year	Estimate becoming homeless each year	Estimate exiting homelessness each year	Estimated days persons experience homelessness
	Sheltered	Unsheltered				
Persons in HH with adult(s) & children	434	18	1,323	1,120	1,045	132
Persons in HH with only children	10	6	47	64	55	197
Persons in HH with only adults	550	131	1,993	806	552	185
Chronically homeless individuals	85	66	442	117	81	128
Chronically homeless families	26	2	82	5	8	136
Veterans	82	3	249	139	84	257
Unaccompanied child	10	6	47	64	55	197
Persons with HIV	4	0	12	3	3	70

Note: Data in the last four columns have only recently been captured; historical information is not readily available.

Source: 2014 Countywide Point-in-Time Count and 2013 HMIS.

Community leaders, homeless program providers, and the Spokane Continuum of Care have been working to reduce homelessness and ultimately end it. To provide a road map toward achieving the goal of ending homelessness in Spokane, the community has developed the long-range strategic plan – Strategic Plan to End Homelessness in Spokane 2015-2020. The following discussion summarizes key components of that Plan.

Homelessness on a Given Night [pg. 47]

The January 2014 count found a total of 1,149 persons homeless in Spokane County on a single night. This total is composed of sheltered and unsheltered homeless persons, who are in families with adults and children, unaccompanied youth, or households composed of single adults or couples (see Table 35).

Caution should be exercised in using point in time data as it represents a major undercounting of the actual number of persons homeless on a single day. Causes of undercounting include an inability to reach all areas of the county, insufficient census takers, homeless persons' avoidance of census takers, weather, and fear of authority.

Among those counted, 87% were temporarily housed in shelters or transitional housing and only 13% were unsheltered. The majority (59%) of homeless persons found were single adults or adult couples. This is comparable to the 63% found nationally in the 2013 homeless count.

Almost all of the remaining homeless counted were in 146 family households with children, representing 39% of the total. Sixteen of those counted on that single night were unaccompanied children. While the continuum of care system was able to house almost all of the homeless families with children found during the count, 20% of the non-family homeless adults were unsheltered on that date.

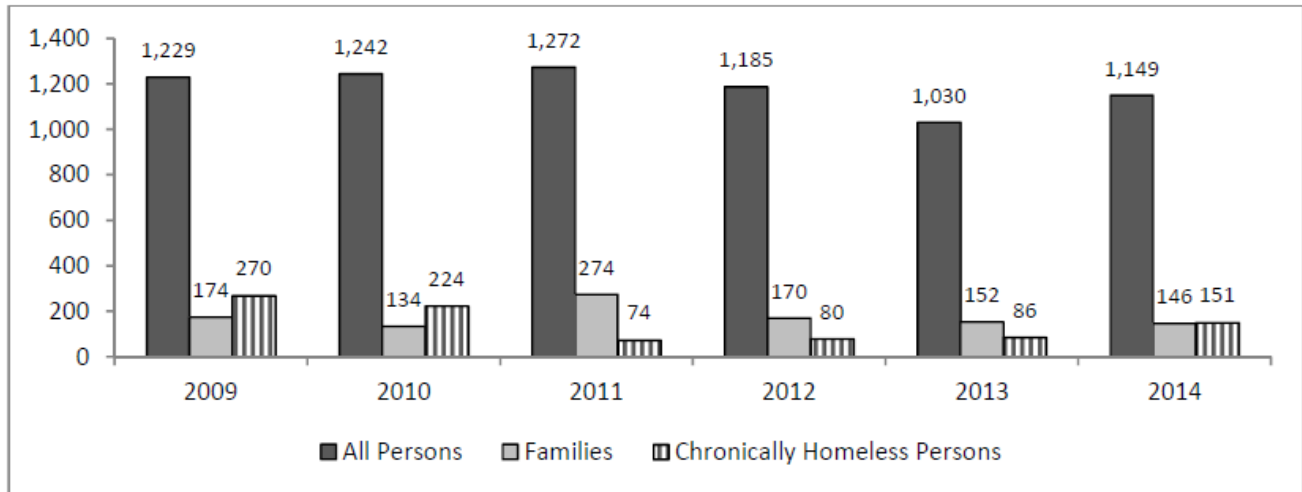
Within total persons counted are persons identified by specific characteristics or health conditions. Chronically homeless persons are a major subpopulation of the homeless. Persons categorized as chronically homeless individuals in the Spokane region equaled 15% of the total homeless, compared to the 2013 national count of that population which found 18%. Importantly, 44% of this population was found unsheltered on the night of the count.

Approximately 22% those counted either reported, or were observed to have, serious mental illness (nationally – 25%). Another 16% were identified as persons with chronic substance abuse. Persons who reported they have been victims of domestic violence equaled 21%, compared to national estimates of 30%. Significant numbers of these three vulnerable subpopulations were found unsheltered.

Health, societal issues, and poverty are all primary causes of homelessness. Other contributing factors include unemployment, loss of job, high housing costs, illness, poor credit history, property owner tenant problems, substance abuse, and lack of education.

Figure 8 shows the number of homeless persons found in the one-night counts from 2009 to 2014, and shows there has been only limited variation of the total number of homeless found over the years. While other factors (such as weather, local economy, changing survey scope) may affect the numbers, it is clear that homelessness in Spokane is a persistent issue. However, some variations are worth note. The number of homeless families counted declined by 47%, from 274 in the 2011 to 146 in 2014. The number of homeless persons reporting they were survivors of domestic violence increased from 75 in 2009 to 238 in 2014. This may be improved awareness and reporting of domestic violence. Nevertheless, domestic violence is a major issue in the community. The number of persons identified as chronically homeless decreased from 270 in 2009 to 151 in 2014, although the 2014 count was up from the previous year. The increase in permanent supportive housing capacity has hopefully reduced the incidence of sheltered and unsheltered persons considered chronically homeless.

Figure 8: Point-in-Time Count Spokane County 2009-2014



Source: Spokane County Point-in-Time Counts.

Families in Need of Housing (**NA40**) [pg. 48]

Persons in homeless families with children represent about 40% of all homeless persons found in Spokane. Families headed by veterans are a small subcategory of this population. Recent progress has been made in improving the intake and assessment/placement system for families. As a result, more families with children are being referred to housing under the Housing First model. Fewer homeless families with children counted in recent point-in-time counts were found without shelter. The number has dropped from a high of 21 families unsheltered in 2009, to only six families in 2014. Overall (sheltered and unsheltered), the number of homeless families counted has fallen – from 274 homeless families in 2011 to only 146 in 2014 (47% fewer).

Families are particularly vulnerable to lack of affordable housing. Many are female-headed households who are disproportionately impoverished. This population requires affordable housing near schools, transportation and job centers. Rapid rehousing resources—including tenant-based rental assistance—are generally a good match for their needs.

Housing Needs of those At-Risk (**NA10**) [pg. 49]

The most common issues facing households at risk of homelessness are lack of income and unaffordable housing. Vulnerable populations need living wage jobs to pay for the adequate housing. Lacking income, housing subsidies to maintain affordable rents are necessary. For many of those at risk, the availability of affordable rental housing with community supports can prevent their homelessness. Rapid Rehousing resources using the Housing First model of placement is a promising method of preventing homelessness as well as returning persons who have fallen into homelessness, back to stability.

For other at-risk persons with major difficulties such as addictions, mental illness, or physical illness, the availability of stabilizing housing with supportive services is key. Permanent supportive housing is the primary form of housing that can prevent these subpopulations from falling into homelessness or returning to homelessness. Spokane's subsidized rental housing inventory has the variety of housing types needed to help prevent homelessness. However, it lacks sufficient numbers (housing units) to meet all the needs of its at-risk residents, let alone those who are cost-burdened.

POPULATIONS WITH SPECIAL NEEDS [pg. 52]

Introduction (NA45)

Some populations are especially vulnerable. It is assumed that they will have temporary or long-term requirements for additional support. Those populations are introduced in following sections: persons who are elderly and frail; persons with mental, physical or developmental disabilities; veterans—particularly homeless veterans; victims of domestic violence; unaccompanied youth; persons with HIV/AIDS. While the topics are introduced somewhat independently, the special needs often overlap.

Types of Special Needs (NA45) [pg. 53]

Elderly/Frail Elderly

HUD defines elderly as age 62 and older, and frail elderly as those requiring assistance with three or more activities of daily living (bathing, walking, light housework, etc.). As the “baby boomers” (those born between 1946 and 1964) age, the proportion of elderly and then frail elderly will increase. The projection in Washington is that 20% of the population will be 65 or older by 2030, and in Spokane County 21% of the population will be 65 or older by 2030. At the same time that care needs of an aging population increase, OFM projects that the share of working age individuals will decline relative to the population dependent upon them.

The elderly are vulnerable on many fronts. Many have reduced income with retirement – surviving spouses even more so. ACS estimates (2008-2012) that 11% of seniors (65 and over) in the City of Spokane and 9% in Spokane County were living below poverty. The official poverty threshold, however, does not adequately estimate economic insecurity. The Washington Elder Economic Security Initiative calculated a standard for economic security based on an assessment of housing, food, health care, transportation and essential personal and household items.⁸ In Spokane County, average Social Security was below the standard for single men and women, as was the median income in retirement for single women. While the standard varies with tenure, whether the senior is alone or in a couple, and whether there is a mortgage, the conclusion is that many seniors do not have enough to meet basic needs – a far greater percentage than is estimated by the poverty level.

The cost for long-term care (in-home) dramatically increases the amount of income a senior, or person with disabilities, needs to be secure (Elder Economic Security Index). As an example, in 2014 a single owner without a mortgage would need an annual income of \$19,224. Adding 16 hours of care would more than double the Index (to \$46,675). The requirement of 36 hours a week of care would raise the Index to \$73,464 for the single individual living in a home without a mortgage. Fixed income, such as Social Security, sees modest annual increases; actual increases in cost of living are far from modest.

Isolation is a concern and often undetected. Many seniors live alone – 11% of all households in Spokane were single individuals 65 and older (2010 census) and most of those (73%) were women. Access to amenities and services is especially difficult for seniors who should not or cannot drive. There is an increased burden on the system of services, on family and on friends for caregiving.

Seniors are also more likely to have a disability, most frequently an ambulatory difficulty. (Note that the ACS question asks about a “serious” difficulty walking or climbing stairs.) In the City of Spokane, 41% of people 65 and over (not living in institutions) had a disability, (2012 5-year ACS estimates) and 63% of those individuals had an ambulatory disability, likely in addition to other disabilities.

Aging and Long Term Care of Eastern Washington (ALTCEW) is the designated Area Agency on Aging covering five counties including Spokane, Ferry, Pend Oreille, Stevens and Whitman. In the 2012-2015 Plan, the agency set a number of priority issue areas including: aging-friendly communities; family and kinship caregiver support; access to information and assistance; in-home services; healthy lifestyles; housing (affordable and accessible options); transportation; elder rights and abuse prevention; and, older Native Americans.⁹ Consistent with ALTCEW spending priorities, discretionary funds in Spokane County are awarded to agencies providing a number of services. Among these services are case management, information and referral, home delivered meals, and

limited in-home care. Sharing results of recent focus groups in contributing to this Consolidated Plan, ALTCEW identified the need to address high costs of living, the need for “aging friendly” communities (housing on one level, access to amenities), walkable communities (sidewalks clear of snow), and safe and accessible transportation, to name some of the early concerns.

The Washington State Department of Social and Health Services published a report¹⁰ summarizing survey findings of potential clients, their families, and service professionals that addressed the needs of older adults and people with disabilities. Unsurprisingly, the results revealed that people wanted to live as part of communities and families, with access to in-home supports and accommodations that enable them to live safely. Their concerns included running out of money, isolation, and being a burden on caregivers and families. Access to community services, including recreation, was emphasized by both potential clients/family, and caregivers/providers.

Persons with Mental or Physical Disabilities and Developmental Disabilities [pg. 54]

The 2008-2012 ACS estimated that 13% of Spokane’s population between the ages of 18 and 64 had a disability, as did 5% of those under the age of 18. People 65 and older represent the largest cohort with disabilities at 41% (including a serious difficulty walking or climbing stairs). A recent analysis of 2012 single-year ACS data for Washington State provides insights into the extent of disabilities for the working-age population (21 to 64).¹¹ Statewide, the employment rate of working age people with disabilities was 37%, compared with 77% for persons without disabilities. In the same year, 23% of persons with disabilities had full-time, full-year employment, compared with 55% of persons without disabilities. About 18% were receiving SSI and 26% were living in poverty (compared with 11% of working-age adults without a disability).

The Washington Department of Social and Health Services (DSHS) served 1,905 clients with developmental disabilities in Spokane and 3,878 in Spokane County between July 2012 and June 2013.¹² An array of services is available in Spokane for persons with developmental disabilities of all ages, although not enough to meet needs. According to information provided by one of the agencies (arc-spokane.org), Spokane County is home to between 7,000 and 14,000 people with an intellectual or developmental disability.

While needs of persons with intellectual or developmental disabilities (I/DD) depend on the nature and extent of the disability, needs tend to be ongoing, met largely within the family (70% live in family homes) and usually with inadequate additional public support. Family caregivers need support as well, including respite. That many caregivers are aging raises new concerns for the future. The needs are often misunderstood leading to unnecessary social isolation and missed opportunities for fulfilling employment, healthy relationships, and maximum independence. All of the challenges faced by other populations with special needs are more challenging, but not unsurmountable, for people with intellectual or developmental disabilities. However, to get there, steps must be taken to overcome underemployment (70% unemployed and/or working for insufficient compensation), lack of income (SSI alone is meager as is the \$2,000 ceiling on savings), poor accessibility (to transportation, services, medical and dental care), and lack of appropriate affordable housing (a primary need for most).

Mental illness ranges from mild and short-term to chronic, lifetime conditions. Publicly funded services tend to focus on people whose illness affects their ability to work and live in the community independently. The Washington Department of Social and Health Services provided mental health services to 7,926 lower-income qualifying clients in the City of Spokane (2012-2013). The majority of the services were outpatient evaluation and treatment, followed in frequency by crisis intervention.

It is difficult to measure the incidence of serious mental illness (SMI). A 2003 study by DSHS estimated that there were 22,288 persons with SMI in the Spokane County RSN (Regional Service Network) that covers eight counties

(Spokane, Pend Oreille, Stevens, Ferry, Okanogan, Lincoln, Grant and Adams). About 56% of that estimate was thought to be Medicaid eligible. Included in the total estimate were 7,525 children with serious emotional disorders (SED).¹³

Among Washington's SSI recipients (clients age 18-64), mental illness is the primary disabling condition (about 47%) followed by developmental disabilities (about 16%).¹⁴ The Patient Protection and Affordable Care Act (ACA) provides a financial incentive for treatment of mental illness prior to it becoming a disabling condition. Since 2014, persons under age 65 with incomes at or below 133% of poverty are eligible for Medicaid. Under the Medicaid Expansion and federal funding, it is less costly for Washington to provide adequate treatment to prevent a disability than waiting until the person falls under federal disability, which requires a 50% match by the State.

Providing appropriate and timely assessment, treatment and support services is a challenge made more difficult by lack of adequate funding. In a 2015 study by Mental Health America, Washington State was rated among the highest in prevalence of mental illness and the lowest access to care (the are related measures).¹⁵ Washington achieved an overall ranking of 48 (out of 51). Contributors to the development of this Consolidated Plan consistently mentioned the need for crisis intervention, housing and supportive services for persons with mental illness. Mental illness is a primary factor in homelessness, including homeless veterans.

Veterans [pg. 56]

An estimated 12% of persons who are homeless in the United States are veterans. Nationally, data show that the majority of homeless veterans are male (92%) and disproportionately African American or Hispanic (40%). The majority suffer from mental illness and/or alcohol or substance abuse. They have served in war, mostly since Vietnam and in more recent Middle East war zones. Veterans who have experienced combat may suffer from PTSD and/or have suffered from brain injuries or trauma. These injuries leave them vulnerable to family disruption. Lack of education or training outside of the military adds to the stress of transferring military skills to civilian life.

In 2013, over 58,000 veterans were found homeless across the nation. In the 2014 Spokane County Point-in-Time count, 7% of homeless persons counted were veterans. It is assumed that many more were homeless than counted, as many seek to avoid contact with authorities. It is estimated that about 250 veterans are homeless in Spokane at some point in calendar year. Importantly, homeless veterans experienced homelessness for long consecutive periods – 257 days on average – longer than any other homeless population.

In addition to those experiencing homelessness, another estimated 1.4 million veterans nationally are considered to be at risk of homelessness due to poverty and lack of support networks.¹⁶ Affordable housing, medical care, mental health care, along with other services are major needs.

The Veterans Administration has introduced a major national initiative to end homelessness for veterans and to provide an array of services and housing supports to those at risk of homelessness. While still insufficient, the Spokane area has taken advantage of both health care for homeless veterans and significant resources for housing vouchers.

Persons with Drug and Alcohol Dependency [pg. 57]

The Washington Department of Social and Health Services (DSHS) served 3,254 lower-income clients with alcohol and substance abuse-related services in the City of Spokane between July 2012 and June 2013. Most of the services were outpatient treatment and assessments. Substance abuse disorders may accompany mental illness and are often co-occurring disorders. Both mental illness and substance abuse disorders are factors in homelessness in Spokane.

Domestic Violence [pg. 57]

Data on the actual occurrence of domestic violence are remarkably limited. Certainly, violence in the home and in relationships cuts across societal measures – income, occupation, race, [and] ethnicity. Statistics are limited to some extent by the sources of data. National crime databases show that in reported incidences—in which police respond—both men and women can be charged in a single incidence. The National Coalition against Domestic Violence (NCADV), drawing in part on the crime statistics, reports that nationally:

- 1 in 3 women and 1 in 4 men have experienced some form of physical violence by an intimate partner within their lifetime
- Intimate partner violence is most common among women between the ages of 18-24
- Intimate partner violence accounts for 15% of all violent crime

The National Network to End Domestic Violence reports on violence from those seeking help from agencies. This offers a snapshot of the more vulnerable. Those who experience barriers in escaping violence—such as lack of income, lack of personal esteem, immigrant status, and absence of family or peer support—are highlighted in the National Network to End Domestic Violence report. The 2013 Domestic Violence Counts statistics for the 24-hour count in Washington State, the Network reported that 2,082 victims were served in one day. According to data compiled by the Washington State Coalition Against Domestic Violence, having limited options for economic stability can keep victims in relationships with violent abusers.¹⁷ Lack of affordable housing is key among the barriers to escaping abuse.

Washington State tracks domestic violence-related deaths. In the 10-year period between 2004 and 2013, there were 30 such homicides in Spokane County and 11 abuser suicides. The YWCA of Spokane works with victims of domestic violence and provides an array of services, including housing. The 2013 agency Annual Report showed that domestic violence counseling was provided to 1,086 victims, safe shelter to 412 victims, and legal advocacy to 3,199 victims. While no person in imminent danger is turned away from shelter, making the transition to safety is met with multiple barriers – lack of affordable housing, lack of legal representation, finding suitable employment, and recovering from abuse. While victims of domestic violence are protected from discrimination, the presence of protective orders alone can persuade property owners against renting.

Persons with HIV/AIDS (NA45) [pg. 58]

According to Washington State HIV Surveillance Semiannual Report (1st Edition 2014), there were 113 new cases of HIV diagnosed in Spokane County between 2009 and 2013, for a total cumulative diagnosis from 1982 of 821 cases. As of the end of December 2013, 210 persons in Spokane County were known to be living with HIV (not AIDS) and 287 persons living with AIDS. The local incidence of HIV/AIDS is relatively small; however, the disease is becoming more prevalent in suburban and rural areas. In addition, 44% of new cases between 2009 and 2013 in Spokane County were late HIV diagnoses (diagnosed with AIDS within 12 months of being diagnosed with HIV).

Homeless Youth (NA45) [pg. 58]

The Spokane School District reports the number of homeless youth is steadily and significantly increasing. Over the four latest reported school years, the number of identified homeless youth has risen each year from 856 in 2009-2010 to 1,784 in 2012-2013. In the latest school year, almost two thirds were in a doubled-up housing situation (couch surfing). While the number of homeless youth is generally evenly distributed throughout grades K-11, the number of high school seniors who are homeless is almost double other years. These numbers only reflect homeless youth in school; many others have most assuredly already dropped out and are no longer in school.

Unaccompanied youth generally face two major issues: lack of skill and experience to obtain living wage jobs and the inability to obtain housing (unable to sign leases and or otherwise find housing they can afford). Under Washington State Law, youth aging out of foster care may access rental assistance provided by the State.

However, the assistance is insufficient to meet their long-term needs for stable, affordable housing. Opportunities for employment are limited for youth, especially for those who have dropped out of school. Education and skills development, including GED and vocational training, are needed in order to compete for jobs. Many youth also need mental health services, substance abuse treatment, and counseling to stabilize their lives. In addition, the expectation that youth will have the maturity to live without assistance is unrealistic for most. Unaccompanied youth have an even greater need for positive supports, constructive activities, guidance/mentoring, and financial support from a system providing flexible help for changing needs.

Housing and Support Services for Persons with Special Needs [pg. 58]

Housing Needs for People with Disabilities and Victims of Domestic Violence **(NA10)**

There is no sure way to estimate the true extent of the persons with special needs population in need. One indication is the current wait list maintained by the Spokane Housing Authority and by Public Housing developments. At this writing, there are at least 151 households with people with disabilities and/or seniors on the wait list for public housing alone. In January 2014, 22% of persons on the wait list for public housing were households with an adult with a disability or a senior. National ACS data show that 41% or more of Spokane residents 65 and older have one or more disabilities. There is unmet need for supportive housing for persons with disabilities, including individuals who are homeless. Notably the most frequent qualifying disability (federally for SSI) among working age persons (18 to 64) is mental illness. Domestic violence is not always (even usually) reported.

Victims served by YWCA of Spokane is one way to estimate a need for housing support – in 2014 the agency provided counseling to 1,797 victims and shelter to 465 victims. The Spokane County 2014 Point-in-Time count found 21% of those counted had experienced domestic violence. Certainly domestic violence is a significant contributor to family disruption and homelessness, particularly for those without resources to escape violence on their own. Safe housing for people with disabilities and victims of domestic violence means affordable, secure housing for some and services for most.

Needs for Housing and Supportive Services **(NA45)** [pg. 59]

The aging population will need additional supportive services ahead, which are mirrored in other populations with special needs. For all, the overriding understanding is that self-sufficiency and independence are primary goals, while connection to community and family are important as well. Supportive services and case management are necessary during crisis intervention and stabilization and, for some, on an ongoing basis. For victims of domestic violence and persons with disabilities, the needs go beyond crisis and short-term intervention. A flexible system of support is required to assist the individual or family to achieve self-sufficiency.

Supportive Housing Needs **(MA35)** [pg. 59]

The frail elderly and persons with mental illness, substance abuse, HIV/AIDs developmental disabilities or physical disabilities require long-term housing and services. Housing provided through a range of nonprofit organizations can stabilize these populations and are available throughout the City. Housing facilities available include Inland Empire Residential Resources, ARC of Spokane, Pioneer Human Resources, Detox of Spokane, Catholic Housing Communities, and Volunteers of America. In addition, there are a number of residential communities for seniors that provide supportive housing for the elderly and disabled. Vacancies at many of the facilities are infrequent, indicating a need for more housing resources.

Persons with severe disabilities require permanent supportive beds. Many of the people coming into the Spokane Continuum of Care with disabilities are arriving without housing resources, due to either a lack of affordable supportive housing options or the fact that their disability prevents them from seeking the assistance they need. The Continuum of Care estimates that 117 become chronically homeless each year.

Discharge Planning **(MA35)** [pg. 59]

An agreement between the Regional Support Network (RSN) and Eastern State Hospital facilitates continuity of service supports for persons exiting to the community from the mental health hospital. In addition, the RSN, which provides community-based mental health services for outpatients, works closely with Frontier Behavioral Health Outreach, the Spokane County Supportive Living Program and Behavioral Health Options to create supportive housing placements.

The Spokane Continuum of Care, through the Health Homeless Housing (H3) Program, provides outreach and housing for chronically homeless persons with medical needs. In addition, a medial respite program (in collaboration with Providence Health Care, Catholic Community Services and Volunteers of America) provides interim housing while longer-term supportive housing is being identified. The Roads to Community Living Program coordinates with group homes, private landlords and assisted living programs to place Medicare-eligible persons discharging from hospitals, nursing homes and mental health facilities in appropriate housing, including supportive housing.

Actions to Support Housing and Services for Persons with Special Needs **(MA35)** [pg. 60]

The Consolidated Plan and the Spokane Plan to End Homelessness both lay out strategies to increase supportive housing and services for persons with special needs. The Consolidated Plan's goals of preventing homelessness and creating stable, expanding, affordable housing and improving the quality of life are being accomplished through nonprofit and governmental partnerships to create new affordable housing for the most vulnerable populations, including those with disabilities. Additional, specific, 2015 actions include funding new, affordable, multifamily housing, supporting tenant-based rental assistance, improvements to transitional and permanent supportive housing programs, housing counseling programs, senior food programs, Emergency Solutions Grant support to prevention and homeless programs, and youth development programs.

Citywide Housing Needs:

2017 [Shaping Spokane: Comprehensive Plan](#) for the future of Spokane (citywide Comprehensive Plan)

Comprehensive Plan is the name given to identify the community's long-range plan for growth. It is comprehensive because it provides guidance for all aspects of the city's growth and development over a long period, typically twenty-years. The plan is a set of visions, goals, policies, and implementation strategies that state how the city should grow physically, socially, and economically. This comprehensive plan is the product of many, many people including hundreds of community members, the city Plan Commission, City Council and Mayor.

Goals:

[HOUSING](#) CHOICE AND DIVERSITY

Goal: Provide opportunities for a variety of housing types that are safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

[HOUSING](#) QUALITY

Goal: Improve the overall quality of the City of Spokane's housing.

Policies:

- [Housing H 1.1 Regional Coordination](#)—*Coordinate the city's comprehensive planning with other jurisdictions in the region to address housing-related needs and issues.*
- [H 1.7 Socioeconomic Integration](#)—*Promote socioeconomic integration throughout the city.*
- [H 1.8 Affordable Housing Requirement](#)—*Include a percentage of affordable housing within all new developments that include housing.*
- [H 1.12 Affordable Housing Funding Sources](#)—*Support the development of affordable housing development funding sources.*

- **H 1.17 Partnerships to Increase Housing Opportunities**—Create partnerships with public and private lending institutions to find solutions that increase opportunities and reduce financial barriers for builders and consumers of affordable and lower-income housing.
- **H 1.18 Distribution of Housing Options**—Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.
- **H 2.1 Housing Rehabilitation**—Provide assistance for housing rehabilitation beyond housing maintenance code requirements if the assistance is supportive of general community development activity and is on a voluntary basis.
- **H 2.2 Property Responsibility and Maintenance**—Assist in and promote improved and increased public and private property maintenance and property responsibility throughout the city.
- **H 2.3 Housing Preservation**—Encourage preservation of viable housing.
- **H 2.4 Linking Housing With Other Uses**—Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.
- **H 2.5 Housing Goal Monitoring**—Provide a report annually to the City Plan Commission that monitors progress toward achieving the housing goals and includes recommended policy change if positive direction toward achieving the housing goals is not occurring.
- **Social Health SH 2.2 Special Needs Temporary Housing**—Disperse special needs temporary housing evenly throughout all neighborhoods.

2016 Mayor's Housing Quality Task Force:

Identified the following needs: [pg. 30] relocation assistance for displaced or involuntary termination of resident(s), Create a registry of affordable housing/units available in Spokane, establish a Housing Trust Fund; identify regional partners and a funding source.

Infill Development 2016 Summary Report and Recommendation:

Need to conduct [pg. 13] Housing Choices Gap Analysis P-4 Coordinate an analysis of gaps in housing choice with the intent of identifying tools, incentives, and code amendments necessary to encourage the development of housing forms that would reduce gaps in housing choice.

2017 – 2018 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's

Increase Housing Quality and Diversity

- Form public/private partnerships to provide market-driven solutions for home rehabilitation & infill
- Establish minimum housing standards and provide support for investment in existing housing stock
- Make infill development simple by removing development barriers from our processes and regulations to promote density, improve housing diversity, and increase housing supply

Public infrastructure needs

The essential services provided by public infrastructure are critical to the health, safety, and welfare of the City of Spokane residents and community visitors. Water, sewer, transportation, police, fire, communications, and open

spaces are among the necessities of urban life. Community members and commerce depend upon these services today and in the future. As such, the City of Spokane has to meet the needs of today and provide adequate capacity and facilities for tomorrow without diminishing services for current users.

With a scarcity of resources, fiscal responsibility is paramount to ensure that we do not overburden the taxpayers when providing services. Careful planning and working in cooperation has helped the City of Spokane achieve major efficiencies and keep the cost of infrastructure services affordable for our citizens.

The City of Spokane Public Infrastructure needs are assessed and addressed through a very public process. Recently, the City Council and the City Administration have worked very closely on solving the City's Capital needs. In the excerpts below you will note some major changes the City has put into place recently to assure that the capital investments align with the Comprehensive Plan, Neighborhood Plan and objectives, and are equitably addressed year-in and year-out. Again working together, the Administration and Council successfully passed unprecedented voter approved bonds for major Streets and Parks expenditures in the coming years.

All infrastructure needs, plans, and implementation is covered in the City's [Capital Improvement Program](#) (CIP), which is an implementing strategy of the Capital Facilities Plan of Spokane's Comprehensive Plan. This Program was developed in compliance with the Washington State Growth Management Act. Therefore, for the CEZ plan we have looked exclusively to the Capital Improvement Program to address the municipal infrastructure needs assessment and solutions in the CEZ.

In the excerpts below, you will find the reasoning for the investments planned by department. In the funding section of this CEZ plan, you will find a breakdown by department of the over \$862 Million Capital Investments planned, as well as maps showing those departmental investments by location. It is no surprise that each of the maps show a significant investment planned for locations within the CEZ boundary. The CEZ boundary includes the oldest portions of the City of Spokane with the oldest/aging infrastructure, the most distressed neighborhoods, Downtown, the Spokane River, and the largest City Park, Riverfront Park.

In the CIP, each project has a distinct scope that includes timelines, funding, and sources. A complete copy of the [2017-2022 Citywide Capital Improvement Program](#) can be found on the City's website.

Capital Facilities Plan Element of the Comprehensive Plan [excerpts] [pg. Viii]

The purpose of capital facilities planning is to provide adequate public facilities to serve existing and new development, to reduce the cost of serving new development with public facilities, and to ensure that these facilities will be in place when development occurs. Capital Facilities include roads, bridges, sewer, water and storm water facilities, solid waste facilities, public buildings, parks and recreation facilities.

To provide for capital facility needs, the State of Washington's Growth Management Act RCW 36.70A.070 requires that each jurisdiction prepare a capital facilities plan element in their comprehensive plan consisting of:

- An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities;
- A forecast of the future needs for such capital facilities;
- The proposed locations and capacities of expanded or new capital facilities;
- At least a six-year program that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
- A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

City of Spokane's Approach to Capital Facilities Plan [iX]

The capital facilities plan implements the land use element of the comprehensive plan, and these two elements, along with the financing plan within the capital improvement program, must be coordinated and consistent. The GMA also requires a separate transportation element. (<http://www.mrsc.org/subjects/planning/capfacilities.aspx>)

Capital facilities include property, buildings (fire stations, buildings etc), open spaces, roadways, sewer plants and facilities including pipes in the ground and electrical wiring, solid waste trucks and disposal sites. A capital facility can also be major communication or computer systems. All cities own property, equipment and buildings. Without capital investments, cities could not provide necessary services. Cities usually acquire property and build the structures that are needed, but they may also purchase existing structures and renovate.

For the City of Spokane's Comprehensive Plan, the Capital Facilities Plan (CFP) for transportation can be found in Chapter 4 and for other capital facilities and utilities can be found in chapter 5. The CFP establishes the City's long-range program to address needs.

While the Land Use Element of the Comprehensive Plan articulates the vision and goals for how Spokane will develop, the Capital Improvement Program is the implementation tool that fulfills the goals and vision of the Comprehensive Plan. The Capital Improvement Program is the critical link between comprehensive planning and projects being constructed. Within the Capital Facilities Plan, implementation of the Comprehensive Plan is described through:

- Established levels of service for various public facilities and services;
- How certain undeveloped areas will develop based on type of public facilities extended;
- How coordination with adjacent jurisdictions will occur; and
- How coordination with other agencies that provide public facilities and services such as school districts, utilities, transit services will occur.

Relationship of the Citywide Capital Improvement Program to Goals and Policies of Comprehensive Plan [pg. iX]
The Citywide Capital Improvement Program (CIP) is a six year plan of capital projects with estimated costs and proposed methods of financing that is updated annually.

In 2011, City Council adopted ordinance C34747, which established the annual update of a Citywide Six-Year Capital Improvement Program, a copy, could be found in the appendix. The ordinance further directed that the Citywide CIP be reviewed by the Plan Commission for consistency with the Comprehensive Plan and by presented to Council by June of each year.

In 2012, using the State Community Trade & Economic Development (CTED) Capital Facilities Planning Tool User Guide as a resource and other existing models, City staff created 10 needs assessment questions to be used to relate each proposed capital project to the pertinent goals and policies in the Comprehensive Plan. The CTED Decision Matrix is a set of questions [pg. X], which were developed to help local agencies prioritize projects according to a pre-assigned set of criteria, and was particularly valuable for comparing projects from different program categories. Each proposed project in the Citywide CIP also includes a rationale statement that explains why this project is necessary.

Because the City Administration viewed the needs assessment questions as policy, the Mayor requested that City Council review and approve the needs assessment questions to be used in the development of the Draft 2016-2021 Citywide CIP. City Council also reviewed and approved a weighted scoring for the questions to help inform the City Administration as they developed the draft. The following were used to help inform the process.

1. Does the project or item meet the goals of the Comprehensive Plan?
 - Which of the goals does it meet?
2. Does the project or item satisfy Federal, State, County or City mandates or regulations? (IE by not performing this project, Federal or State money is withheld, laws violated, or concurrency issues arise)
 - State the mandate or regulation this project or item satisfies
3. Does this project decrease demand on operations and maintenance funding?
 - Explain how this approach decreases demand on maintenance and operations funding
4. Is the project integrated to benefit City functions?
 - Describe how the project is integrated to benefit City functions. (IE does the project also address of help another City function? An example would be if the Water Dept. chose to place a new water line along a roadway that needs repair. This would be an integrated project in that the Street Dept. benefits from the roadway being improved rather than the water line being placed in another roadway in better condition)
5. Does this project or item eliminate hazards or risks?
(Note Must align with the Comprehensive Plan (IE the Comprehensive Plan prioritizes the need to create safe, walkable streets for pedestrians))
 - What hazards or risks does it eliminate
6. Does the project or item preserve or extend the life of an existing asset?
 - Explain how the life of an asset will be extended or preserved
7. Does the project or item increase infrastructure capacity to meet future growth needs?
 - Describe the increase. (Include current capacity, the proposed increase and how it relates to future growth)
8. Centers/Corridors, and the Targeted Areas are a priority for the City. Is the project located in one of the highlighted areas shown on the attached map? (Extra weight will be given to projects in the targeted areas, AND/OR centers and corridors)
9. Does the project increase or generate revenue?
 - State the amount of Revenue projected
 - State the amount of time it will take to generate the revenue stated above.
10. Does the project require additional FTE's or increased fixed costs?
 - State how many additional FTE's are needed and state the additional cost.
11. Does the project meet sustainability plan goals?
 - How many goals were met?
 - State how the project or item meets the goal(s) selected
12. Will the project or item be located within a CD neighborhood? (Attach a link to pull up the CD Neighborhood Map)

[pg. Xi] In summary, the process described qualitatively links each project in the Citywide CIP to pertinent goals and policies in the Comprehensive Plan. The project rationale justifies why the project was selected, and the needs assessment questions link the project to the Comprehensive Plan.

Population—The Citywide Capital Improvement Program (CIP) must use the same population projections used in other parts of the Comprehensive Plan. Internal consistency requires all elements of a Comprehensive Plan be based upon the same planning period and the same population projections. The State Office of Financial Management provides an annual estimate for the population of Washington cities. For 2013, the estimate for the City of Spokane is 211,000. Since no one within the City, County, Spokane Regional Transportation Council or State Office of Financial Management provides a six-year population projection for the City of Spokane, Capital Programs staff in conjunction with Planning staff developed a projection based on an average of the annual

increase of Spokane's population from the 2000 census through 2010 and used this average annual increase to project a population increase of 6,831 for the years 2016 through 2021. To assure consistency throughout the Citywide CIP, this projected increase was provided to all program/project managers required to use Spokane's population as the demand population in their six-year need analysis.

Inventory—The Growth Management Act requires jurisdictions to prepare an inventory of City-owned buildings, facilities, and infrastructure. In past facility plans, the inventory information has not been consistent. To correct this deficiency, staff have redesigned the inventory format, added it to the Citywide CIP database, and will be phasing in the information during the comprehensive plan update that is currently underway and will be completed by 2017.

Other Jurisdictions Capital Facilities Programs—Although the City of Spokane provides many services to its residents, it is not the only provider in Spokane. Many other public providers including the Spokane and Mead School Districts, Spokane Transit Authority, and the Convention and Visitors Bureau own capital facilities.

The following links are provided as they become available from other jurisdictions and can direct you to the other jurisdictions capital programs. We are providing these links for informational purposes only. To review the external entities capital programs, access their websites accordingly:

- Spokane Transit Authority: <http://www.spokanetransit.com/about-sta/view/comprehensive-plan/>
- Spokane County: <http://www.spokanecounty.org/bp/data/Documents/CapFac/TOC.pdf>

As the largest city in Spokane County, the City of Spokane has taken the lead regarding economic development that benefits the entire county. The City has been active in the renovation of the downtown and in revitalization efforts in the University District, North Monroe, and Hillyard.

2017-2022 Citywide Capital Improvement Program Highlights [pg. Xii]

The Citywide Capital Improvement Program (CIP) is both a planning and financial document. It is a prioritization of the capital improvements the City intends to build in the next six years and a plan for how to pay for these improvements. The 2017-2022 Citywide CIP does not appropriate funds, but rather functions as a budgeting tool, supporting the actual appropriations that are made through adoption of the budget. An important filter demonstrates that the Capital Facilities Element of the Comprehensive Plan is financially realistic.

Internal Process

Development of a process to include all City departments with capital facilities into a capital improvement program began after adoption of the Citywide CIP ordinance. An internet-based database was created with input from Finance, Accounting, Planning, MIS, and Capital Program Department staff. The information for each capital improvement project was entered for each participating department and reviewed through June 28. The system was locked on June 28 and a first draft was prepared. The data was compiled and summary reports were shared with the Administration for review. City Council was briefed on the status of the Citywide CIP in May and July. The Citywide CIP will remain in draft form until after Council approves the document. Upon completion of the budgeting process, the Citywide CIP will be edited to reflect any impacts the 2017 budget has on the CIP and then sent to Council for final approval.

Level of Service Standards

To implement the policies of the Spokane's Comprehensive Plan, the City has adopted Levels of Service (LOS) standards for capital facilities. The LOS measures the quality and quantity of existing and planned public facilities. Providers of capital facilities and services are requested to include an analysis discussion that evaluates how they are meeting the measurable LOS "objective" or standard. These standards have been

adopted by the City Council as a commitment to maintain a specific level of service as the City grows. Most service providers have an established standard while others have a standard that is indicated, as “as needed”.

Department	Level of Service (LOS) Standard
Emergency Medical Services	
Basic Life Support	6.5 minute response 80% of the time
Advanced Life Support (ALS)	8 minute response 80% of the time
Fire	
1 st Engine	7 minute response 80% of the time
1 st Ladder	8 minute response 80% of the time
Law Enforcement	1.5 Officers per 1000 residents
Libraries	3.25 books per person
Parks	
Neighborhood	1.17 acres per 1000 persons
Community	1.49 acres per 1000 persons
Major	2.59 acres per 1000 persons
Solid Waste	
Garbage	4.33 collections/household/month
Recycling	4.33 collections/household/month
Streets	
Signalized intersections	
Arterial, Downtown, CBD	LOS F, not to exceed 90 seconds of delay
Development Proposals	LOS F, not to exceed 85 seconds of delay
Principal or Minor Arterials	LOS E
Collector Arterials	LOS D
Unsignalized Intersections	LOS E
Wastewater Management	
Stormwater	10 year design storm for public right of way
Stormwater	Prevent flooding of property in a 25 yr storm
Stormwater	Prevent damage to building in a 100 yr storm
Sewage	100 gallons per capita per day
Water	Minimum pressure of 45 psi

[pg. XIV [LOS chart by Utility](#)]

Concurrency

The term concurrency is used in conjunction with Level of Service standards within the Capital Facilities Element of Spokane’s Comprehensive Plan. Concurrency requires that the public facilities and services necessary to support development shall be adequate to serve the development at the same time (concurrent to when) the development is available for occupancy or use, or within a reasonable time as approved by the City, without decreasing current service levels below locally established minimum standards.

2017-2022 Citywide Capital Improvement Program [pg. XV]

Planning for adequate capital facilities is an important City activity, and City property must be maintained properly with major renovations planned and budgeted. New facilities must also be planned and budgeted responsibly, evaluated and balanced with all other City needs. This chapter identifies future projects and describes how they will be budgeted. The Citywide Capital Improvement Program (CIP) is not just a wish list, as it also includes a funding and financing plan.

Funding Type Summary represents an overview of the entire City in the Spending by Department Summary and Spending. Following the overview, department information is divided into sections. Department information includes a department description, funding summary, and reports for each project. Each capital project has a “spending plan” that identifies revenue sources for projects and when the funds are anticipated to be expended.

What is a Capital Improvement Program (CIP) Project? [XVi]

Required content:

- Identifies a specific physical improvement
- Specifies the time for construction; and
- Identifies the specific source of funding

Definition of a Capital Project

- A tangible asset
- Has a useful life of 5 years or more
- Has a value of \$60,000 or more
- Meets the goals, policies or level of service of the Comprehensive Plan

Spokane Transit Authority's Public Transit Needs

STA's mission statement states that STA is an agency "dedicated to providing safe, convenient and accessible transportation service to the Spokane region's neighborhoods and businesses and activity centers. We are leaders in transportation and a valued partner in the community's social fabric, economic infrastructure and quality of life."

As such, STA's mission aligns and supports the overall purpose of the CEZ's. STA's planning efforts strive to identify and provide improved transit throughout the region.

Relevant STA Plans

Connect Spokane: A Comprehensive Plan for Public Transportation (Revised 2017)

The goal of this plan is to set forth a vision and policy framework to guide decisions made by STA's Board of Directors, its staff, and partnering agencies that will further Spokane Transit's mission and vision for at least the next 30 years. STA strives to encourage increased ridership while providing high quality, convenient and reasonably priced services by recognizing STA's mission and by following the goals and policies defined in this plan.

All of the sections have some applicability to CEZ. The full plan can be accessed at

<https://www.spokanetransit.com/projects-plans/comprehensive-plan>

Spokane Transit Authority's Transit Development Plan (2018)

Spokane Transit Authority's Transit Development Plan (TDP) contains the Six-year Plan, Annual Report, Service Implementation Plan and Capital Improvement Program. The TDP is submitted to the Washington State Department of Transportation (WSDOT) on an annual basis.

STA Service Summary

All fixed route service is provided by vehicles that are accessible for people with disabilities. As of May of 2018 STA has 36 fixed bus routes in operation. Hours of service are generally 5:30 AM to 11:30 PM Monday through Friday, 6:00 AM to 11:00 PM Saturdays, and 8:00 AM to 8:00 PM Sundays and holidays. STA operates 365 days a year; however, holiday schedules (8:00 AM to 8:00 PM) are followed for New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. STA provides service to the following transportation facilities serving other modes and operators:

- Spokane Intermodal Center (Greyhound and Amtrak services)
- Spokane International Airport (regional and international air transportation services)

STA operates three transit centers within the PTBA as of May 2018. STA also operates service to 13 park-and-ride lots within the PTBA. In addition, STA provides service to, or in the vicinity of, most of the public elementary, middle and high schools in its service area, as well as to Spokane Community College, Spokane Falls Community College, Eastern Washington University (Cheney, WA), Gonzaga University, Whitworth University, and the Spokane Campus of Eastern Washington University and Washington State University.

STA provides fixed route bus service and paratransit service comparable to fixed route service to the cities of Spokane, Spokane Valley, Airway Heights, Cheney, Liberty Lake, Medical Lake and Millwood, as well as to unincorporated areas of Spokane County that are within the PTBA.

Major Activities (2018-2024)

Major activities planned over the next 6 years that may positively impact the CEZ include:

Customer and Community Outreach

Expand the employer-sponsored bus pass program

- Expand the Universal Transit Access Pass (UTAP)
- Expand the number of retail bus pass outlets

Service Development

- Procure a new contract for supplemental paratransit service (as early as 2020)
- Implement HPT: Monroe-Regal Line
- Implement the Central City Line and restructure plaza operations in Spokane
- Implement HPT: Cheney Line and restructure service on the West Plains

Facilities and Fleet

- Complete the West Plains Transit Center
- Construct Upriver Transit Center at Spokane Community College
- Construct Moran Station Park & Ride
- Improvements in advance of HPT: Division Line
- Relocate and expand the Mirabeau Transit Center
- HPT: Sprague Line improvements

Planning

- 2019/2020 update to *Connect Spokane: A Comprehensive Plan for Public Transportation*
- Identifying new needs, planning for the future beyond STA Moving Forward
- Conduct HPT: Division Line study to define elements of future Bus Rapid Transit (BRT) investments
- Conduct HPT: I-90 preliminary engineering
- Bus Stop Accessibility Improvement Plan
- Study strategies to address gaps in services to populations with unmet mobility needs
- Prepare Transit Asset Management Plan and updates
- Title VI Program update (every three years)

Central City Line Strategic Overlay Plan (2016)

Housing Strategies

Transit investments like the CCL can spur economic development, attracting more residents, businesses, and employers to locate near the corridor. The type of development that occurs adjacent to high-performance transit is also typically dense and walkable, meaning many residents and visitors can reach destinations without a car. These benefits typically increase property values and, in turn, can increase housing costs and erode affordable housing in the corridor. Lower income households and those without access to automobiles use transit at higher rates than others use and have the greatest need for affordable transportation options. Accordingly, strategies to ensure that all types of housing—including affordable and market rate housing— remain available in the corridor are critical. With policies in place to protect affordability and encourage other types of housing in downtown and throughout the corridor, the CCL can help the city ensure that housing is available at a range of different price points.

Presently, housing is generally affordable in the CCL corridor. For the purposes of this plan, “affordable” housing is that which is affordable to households earning less than 50% of area median income. Although prices have increased slightly in the downtown area since the end of the great recession, they remain affordable along the

entire corridor. National affordable housing studies have shown that preserving affordable housing before rental prices begin to increase is an essential strategy to ensuring long-term affordability. This section details recommendations for the City of Spokane and regional housing partners to increase the amount of all types of housing in the corridor, and preserve and enhance affordability. These strategies can help ensure that a healthy mix of affordable and market rate housing is available to households with a wide range of incomes.

Land Use Strategies

Although land use along the CCL corridor is already conducive to highperformance transit, this Strategic Overlay Plan includes new policies, strategies and actions to enhance walkability and encourage appropriate, context-sensitive development at key locations along the corridor. These actions have been developed after a comprehensive review of existing plans and policies, and discussions with stakeholders. They are designed to increase transit ridership in the corridor and support successful implementation of the CCL.

Land Use Strategies include:

- Development incentives
- Enhanced design measures
- Streetscape standards
- Parking
- Allowable uses

Economic Development Strategies

Transit improvements like the CCL tend to make streets more desirable for new development. People want to live and work near high performance transit, as it reduces travel times, makes it easier to meet daily transportation needs, and reduces transportation costs. The Economic Benefits of the CCL (EcoNW, 2014) study estimated that the CCL will generate tens of millions of dollars of investment and increased property values. These benefits can be enhanced with help from the public and private community partners.

Public Facilities Needs

NON-HOUSING COMMUNITY DEVELOPMENT [pg.60]

Public Facilities Needs (NA50)

The City of Spokane Comprehensive Plan expresses the vision of the City's public facilities and utilities being provided "...concurrently with a growing population to meet the safety, utility, transportation, educational, and cultural needs of residents." The City's public facilities needs are varied and extensive.

The following summarizes some of the public facilities needs identified through the planning process:

- Wastewater system improvement needs (\$391 million) make up more than half of the City's Capital Improvements budget (\$733 million).
- The Integrated Clean Water Plan, which would improve management of overflow into combined sanitary wastewater/storm drain system, is the major project identified.
- Upgrades and improvements to the City's community centers are needed. For example, extensive renovation of the Riverfront Park Pavilion topped the list of facilities improvements in the City's CIP, followed by relocation of the Peaceful Valley Community Center to a new site.
- Improvements and upgrades in libraries in several locations were identified, such as heating and ventilation systems, roofs, and parking.

Determination of Need (NA50)

Spokane's 2014-2019 Citywide Capital Improvements Plan (CIP) describes prioritized projects of the City in detail and expresses a budget of over \$700 million to meet priority needs. Also consulted were other project reports and needs assessments providing additional detail in establishing needs, including the [pg.61] City's Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Transit Public Improvements (NA50)

Several large public projects to improve the economic vitality and quality of life in the City have been identified in city planning documents. Responding to the need to create inviting pedestrian and auto gateways into the City's downtown, a plan for the Division Street Gateway project has been developed which would involve several public improvements to the area. The need to develop the City's neighborhood centers and corridors was also identified. Investment in public improvements in targeted areas is needed to stimulate and support revitalization of business districts and residential areas.

Some neighborhoods lack streets, sidewalks, gutters, curbs, and/or ADA accessible curb cuts. In other areas, one or more of these components need reconstruction. Local Improvement Districts (LIDs) are needed in some neighborhoods to prevent an economic burden on low and moderate-income homeowners. New pedestrian and bike paths and bridges are needed to link neighborhoods and provide safe passage. Safe streets, with improved signalization/traffic lights and streetlights are needed to protect pedestrians and bicyclists. The City's transportation priorities include designing transportation systems that protect and serve pedestrian first. Needed bus shelters would give cover to transit users.

The City's CIP identifies extensive needs for improving or replacing irrigation systems in parks among other improvements, including recreational equipment and play areas. Tree plantings throughout the City would beautify downtown, as well as neighborhoods streets and parks.

Water improvements such as increasing water storage capacity, source well and booster pump station improvements, and installation/replacement of water transmission lines are also significant needs. There is a need to develop infrastructure to support assisted affordable housing and commercial/business/industrial investments

in low and moderate neighborhoods, as well as other private/public partnerships generating/retaining jobs for low and moderate-income wage earners.

Finally, one of the barriers to accomplishing neighborhood improvements and revitalization is the presence of blighted or deteriorated structures, which may be infeasible for reconstruction or use and/or may present safety hazards. In some instances, it may be appropriate to remove these “spot blight” structures.

Determination of Need **(NA50)** [pg. 62]

Spokane’s 2014-2019 Citywide Capital Improvements Plan (CIP) describes priority projects of the City in detail and expresses a budget of over \$700 million to meet priority needs. Also consulted were other project reports and needs assessments, which provided additional detail in establishing needs, including the City’s Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Public Service Needs **(NA50)**

City of Spokane participates and supports a number of plans that provide and advocate for services to support persons with special needs, people who are homeless or at-risk of homelessness and residents who need ongoing support to live. As described in previous sections, there is a need for supportive services for vulnerable populations, including lower income households and individuals. The 2012-2015 Area Plan on Aging, for example, points to the need for support for seniors and people with disabilities to live safely in the community. Victims of domestic violence need more than temporary shelter to make a successful transition from abuse and this requires longer-term public support than is currently available in sufficient quantity to meet needs.

Public services needs include training programs for youth and adults to find employment that will lead to stable careers with living wages. Service needs extend to people who are already homeless and those at risk of homelessness. In meeting the myriad needs, the City coordinates plans and funding sources to meet needs in critical areas, although needs far exceed resources available.

Community Economic Development Needs

Like most metropolitan areas, Spokane’s economic development needs are similar to all cities regarding, living wage job growth, housing availability, vibrant community, proper zoning for development needs, a ready and skillful labor force, better than adequate infrastructure for commerce.

Current economic outlooks show us that our deficiencies and needs lie in housing, available workforce, and adequate infrastructure. Building development codes for water, fire, and sewer requirements have surpassed the built infrastructure’s capacity in the public right-of-way within the core of our city and the CEZ. Therefore, making infill development and redevelopment in the core and CEZ far more costly than outside the CEZ or often even the city.

Labor shortages exist across the county especial in the construction trades. This drives up construction costs and housing cost. Over the years, Spokane has moved away from a resource based economy to more of a knowledge based economy, which has significantly diversified our employment sectors and economy. Continuing to focus on this diversification through targeted strategies is seen as a must.

The City of Spokane’s Economic Development Program Strategy

Vision: The City of Spokane is an innovative leader in cost effective service delivery, is unequalled in living, learning and leisure; it is the safest city of its size with the fastest growing job market in the Inland Northwest.

Mission: The Planning Economic Development team is to

- align public investments in neighborhood planning, community development and infrastructure development with private sector investments;
- grow new and expanded business activity within the City spurring additional economic growth, providing living wage jobs, improving neighborhoods, enhancing the standard of living of all citizens; and,
- conduct in a predictable, transparent and accountable manner the dedication of public resources to help achieve the outcomes within the public interest as a legitimate function of City government

Success Criteria: Economic Development programmatic success within targeted areas will

- facilitate business activity,
- revitalize neighborhoods, and
- provide a higher standard of living for area stakeholders

In the funding section of the CEZ plan you will find details on the development incentives, targeted investment and effort that all align within the CEZ and the new Opportunity Zones.

Social Service Needs

Community, Housing and Human Services Annual Action Plan 2017 [excerpts]

[pg. 7] The Continuum of Care and CHHS Boards and their committees review the needs and priorities in consultation with community organizations through a series of meetings, hearings, workshops, focus groups and interviews of key leaders and representatives of organizations conducting planning, operating programs, providing services or advocating for the interests of specific groups or populations in the City. Meetings take place at both the neighborhood level and citywide. Key to the success of this process has been the continued strong relationship the City has maintained with local agencies, nonprofit organizations, developers, and other entities providing human services, community development, economic development, affordable housing and homeless housing and services.

The Community, Housing and Human Services (CHHS) department of the City of Spokane plays a critical role in the Spokane Continuum of Care by providing staff support to the CoC board and its committees. In monthly meetings of the Continuum, CHHS staff provide assistance in agenda-setting, planning activities, developing funding criteria and decisions, and providing performance and evaluation reports on CoC and ESG project performance, as well as progress in meeting Continuum goals. In addition, CHHS staff provide continuity between meetings and coordinates activities with members working on specific action steps of the Homeless Plan. Together, CHHS and the CoC have worked to develop the 2015-2020 Spokane Strategic Plan to End Homelessness; a Plan which is fully coordinated with the goals of the City of Spokane 2015-2020 Consolidated Plan. The Homeless Plan encompasses an aggressive approach to retool the housing and services delivery system toward the ultimate goal of ending veteran homelessness, chronic homelessness and family homeless all within the next four years. The CoC is currently working to strategically utilize all homeless funding resources to increase the community's inventory of PSH and RRH units. We are continuously working to maintain a housing first philosophy within our programs as well as consistently reevaluate low barrier shelters and housing. In order to ensure every homeless individual has a place to go, we are retooling our shelter system to effectively implement a 24/7 shelter for singles and families

respectively. In coordination with our continuum's goals, collaboration is occurring between the CoC, CoC Homeless Youth Committee, and our Youth Advisory Board, which is comprised of youth with lived homeless experience. We are coordinating with [pg.8] the Office of Homeless Youth to expand RRH for youth and are collaborating with Invest Health to effectively serve youth exiting institutions.

[pg. 8] The CHHS staff responsible for providing staff assistance to the Continuum of Care is also responsible for management of the ESG Program. City staff has drafted policies and procedures for annual allocations of ESG funds. The Continuum of Care adopted these.

CHHS staff also prepared proposed performance standards for evaluating ESG project outcomes for Continuum review and adoption. Coordinating with the Washington State Department of Commerce in utilizing statewide evaluation standards, the Continuum adopted a Dashboard database and reporting process for use in the Spokane CoC for review of performance outcomes. City staff at the system-level quarterly and on a project-level prepare reports on outcomes annually. These reports are used by the Continuum to evaluate performance and identify issues with specific projects and program areas. Procedures for use of HMIS data have also been adopted in the policies and procedures of the Continuum.

[Partner Agencies: Goals and Plan Connections Table pg. 9]

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	SPOKANE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services staff has coordinated with staff from the Spokane Housing Authority to discuss and plan for solutions to affordable housing for low income, at risk and homeless households.
2	Agency/Group/Organization	CATHOLIC CHARITIES SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities provides services to homeless individuals throughout Spokane. In 2016/2017, Catholic Charities partnered with the City of Spokane to pilot a new 24/7 emergency shelter program. Representatives from Catholic Charities assist with planning efforts to support the regional Continuum of Care and other support services for low and moderate income individuals.
3	Agency/Group/Organization	SPOKANE COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The director of Spokane County's Housing and Community Development Division participates as a member of the Community, Housing and Human Services Board. Additionally, Spokane County staff participate in the CoC and Fair Housing Committee planning processes.
4	Agency/Group/Organization	SNAP
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
5	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City partners/funds several SNAP programs that provide housing, homeless, medical response, coordinated assessment and other public services to the residents of the City of Spokane.
	Agency/Group/Organization	Spokane Low Income Housing Consortium
	Agency/Group/Organization Type	Housing
5	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Spokane Low-Income Housing Consortium (SLIHC) provides assistance on low-income housing, homeless programs/CoC and the Inland Northwest Fair Housing Conference.

6	Agency/Group/Organization	TRANSITIONS
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Transitional Programs for Women (Transitions) partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
7	Agency/Group/Organization	The Salvation Army
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
8	Agency/Group/Organization	VOLUNTEERS OF AMERICA OF SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volunteers of America partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.

9	Agency/Group/Organization	Goodwill Industries
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Goodwill Industries partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
10	Agency/Group/Organization	YWCA OF SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The YWCA partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
11	Agency/Group/Organization	Greater Spokane Incorporated
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Spokane Incorporated (GSI) participates in the City of Spokane Economic Development Committee.
12	Agency/Group/Organization	SPOKANE REGIONAL HEALTH DISTRICT
	Agency/Group/Organization Type	Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Public Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Spokane Regional Health District helps neighborhood councils coordinate capital improvement projects through their Neighborhoods Matter program.
13	Agency/Group/Organization	Northwest Fair Housing Alliance
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing Planning/Conference

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Spokane partners with the Northwest Fair Housing Alliance to assist with the coordination of the Inland Northwest Fair Housing Conference. Additionally, the Northwest Fair Housing Alliance is helping coordinate a regional planning effort to Affirmatively Further Fair Housing practices, included the Assessment of Fair Housing (AFH).
14	Agency/Group/Organization	SINTO SENIOR ACTIVITY CENTER
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Services for seniors
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Sinto Senior Activity Center provides services to elderly individuals in West Central and Northwest Spokane.
15	Agency/Group/Organization	Northeast Community Center Association
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Health
	What section of the Plan was addressed by Consultation?	Community/neighborhood based social and healthcare service programs in northeast Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northeast Community Center is a primary healthcare, childcare and social service provider to the northeast Spokane community.

16	Agency/Group/Organization	EAST CENTRAL COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Community programs for east central Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Central Community Center provides services to individuals in the east central portion of the City.
17	Agency/Group/Organization	WEST CENTRAL COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Community programs for west central and northwest Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The West Central Community Center provides services to the west central and northwest portions of the City of Spokane.
18	Agency/Group/Organization	PEACEFUL VALLEY COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Children

	What section of the Plan was addressed by Consultation?	Childcare services in southwest Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Peaceful Valley Community Center provides services to families with childcare needs in southwest Spokane.
19	Agency/Group/Organization	City of Spokane Parks & Recreation
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood planning and implementation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department partners with the Spokane Parks and Recreation Department to implement park improvements in primarily low and moderate income areas.
20	Agency/Group/Organization	Spokane Public Library
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood planning and implementation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department partners with the Spokane Public Library to implement literacy programs in primarily low and moderate income areas.
21	Agency/Group/Organization	City of Spokane Office of Neighborhood Services
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood program planning and training
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department works in coordination with the Office of Neighborhood Services to implement the CDBG Neighborhood Program.
22	Agency/Group/Organization	Northeast Youth Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Youth needs and opportunities in northeast Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Spokane partners with the Northeast Youth Center (NEYC) to provide quality, safe and affordable child care programming for youth in northeast Spokane.
23	Agency/Group/Organization	SPOKANE VALLEY MEALS ON WHEELS
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Food services for elderly individuals in Spokane

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services partners with Spokane Valley Meals on Wheels to provide meals to homebound seniors in Spokane.
24	Agency/Group/Organization	Martin Luther King Family Outreach Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Childcare/family outreach services on Spokane's lower south hill
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services partners with the Martin Luther King Family Outreach Center to provide diverse family and youth services on Spokane's lower south hill.
25	Agency/Group/Organization	Women and Children Free Restaurant
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Healthy meal options throughout Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services Department partners with Women and Children Free Restaurant to provide healthy meal options for Spokane's low-income, at-risk and homeless populations.

Existing and new plans to specifically address the identified needs

STRATEGIC PLAN TO END HOMELESSNESS Spokane, Washington 2015-2020

Purpose [pg. 1]

In urbanized areas across the country, too many people spend the night without housing, camping in parks, living in garages, staying in cars or living under bridges. Many more are doubled up with relatives or friends temporarily, often further burdening a household that is struggling in poverty. Homelessness is not a new phenomenon. Nationally, a clearly understated estimate (because of the difficulty of coverage in one night homeless counts in all areas of the nation) of the number of homeless persons nationally on a given night at the end of January 2014 was 578,000 persons, a reduction of only 11% from 651,000 in 2007, showing the difficulty of the task.

This strategic plan for the countywide area of Spokane County has been developed to respond to the need to solve the issue of homelessness. The Plan is intended to guide non-profit agencies, local government and other interested parties in taking concerted action to work toward ending homelessness, as we know it today. The Plan lays out a series of strategies that will guide annual steps to accomplish that goal. The process will involve community will, the allocation of significant resources, and the implementation of national best practices in the Spokane area. The guiding community principle is that no person should experience homelessness, but if a person does become homeless it will be rare, brief and one time.

[pg. 4] The Spokane Continuum of Care has created this **2015-20 Spokane Strategic Plan to prevent and End Homelessness** to provide a road map for local government, non-profit housing and services providers and other entities for use in working toward ending homelessness. The Plan is consciously linked to the goals and

objectives of the ***Opening Doors*** Federal Plan to take advantage of the potential for increasing a coordinated approach.

Integrated into the Plan is the City of Spokane's commitment to end homelessness of Veterans. To emphasize the need to push forward with the solving homelessness, the Mayor of Spokane has signed on to the national Mayor's Challenge to End Veterans Homelessness by 2015. Also included in the Plan are goals to work forward ending chronic homelessness by 2017 and ending family homelessness by 2018. These are purposely aggressive goals in order to focus on their importance.

The Spokane Plan envisions that no one should experience homelessness. Three Primary Goals of ending homelessness for three targeted homeless subpopulations (Chronically Homeless Persons, Homeless Veterans and Homeless Families) are established while the community works toward ending homelessness for all populations. The Plan contains 5 Primary Objectives and 31 specific implementing Strategies. The Objectives are broadly stated. They are targeted toward the ultimate goal of ending homelessness by strengthening our local systems and aligning our objectives with national strategies, both Federal and State.

Following the Plan Summary immediately below, the Strategic Plan is organized into three sections. The first section provides background information on trends in homelessness both nationally and locally and efforts toward ending homelessness. The second section describes the specifics of the Spokane Strategic Plan, with detailed strategies implementing the objectives of the plan. The third section describes the Continuum's 2015 Annual Action Plan, which will be updated annually.

[Continuum's Current Subcommittees' Scope of Work]

HMIS Subcommittee

Scope of Work

The CoC's, federal, state, and locally mandated, HMIS database serves as the single repository of homelessness data for the Spokane County and City CoC. Data from the HMIS is used for strategic planning decisions, reporting to funders, project ranking and funding recommendations, and determining case management plans for clients. The HMIS has transcended its original purpose as a simple database to become the main tool used by dozens of agencies and hundreds of case workers for the tracking and sharing of data on the homeless clients that are served throughout the region. It facilitates cross-agency collaboration on client care and coordination of services and benefits. The interconnectedness that is made possible through participation in the HMIS has led to the successful implementation of the CoC's Coordinated Assessment program and a real time housing inventory tracking system. The rapidly expanding responsibilities and capabilities of the HMIS will bring about even more benefits to the CoC and further improve the efficiency and efficacy of the programs that rely on it; it will continue to act as the foundation upon which efforts to end and reduce homelessness are based.

The complexity and importance of the CoC's HMIS is such that the formation of a guiding subcommittee--comprised of a cross-section of CoC stakeholders--is critically important to the continued success of the CoC. This sub-committee will ensure that policies and procedures are fair and comprehensive; that training and technical support provided by the HMIS Team meets the needs of the CoC; and that the data collected by the HMIS meets the needs of the CoC.

The Scope of Work for the CoC's HMIS Subcommittee includes:

1. **Review, revise, and approve all policies:** policies need to be fair, clear, and provide direction that is aligned with CoC priorities. By defining roles and responsibilities for the CoC's HMIS, and the multitude of agencies and case workers that rely on it, the HMIS Sub-Committee will ensure that roles and responsibilities are clear and that the CoC's HMIS is aligned with CoC priorities and strategies. This will reduce confusion and frustration and ultimately provides for better services to the clients served by the various projects, through ensuring that clients and staff aren't overly burdened with unnecessary administrative tasks.
2. **Assist with CoC-wide, funder required, reporting:** the AHAR (Annual Homelessness Assessment Report) and the ODC (One Day Count) are both system-wide, funder required, reports. The key to successful execution of both is clear communication between the HMIS Lead and CoC partner agencies and a careful review of the data collected. The HMIS Sub-Committee will assist with communication, planning, and execution of both reports. The HMIS Program Manager will coordinate efforts between the HMIS Sub-Committee, the CoC, and the HMIS Lead Agency.
3. **Evaluate, propose, and approve modifications to project priorities:** in an advisory capacity, the HMIS Sub-Committee will propose data collection priorities for current, and future, projects. Inputs and outputs for individual, or entire project categories (e.g. ES, TH, etc.), will be evaluated to ensure that they align with the CoC's goal of ending homelessness.
4. **Select minimum data requirements; define criteria, standards, and parameters for the release of aggregate data:** the data standards set forth by the multitude of funders that rely on the HMIS for performance and project data are frequently misunderstood and misapplied. The HMIS Sub-Committee will serve in an advisory role to help ensure that communications related to data collection methodologies and standards to the HMIS user base is clear. Since the minimum data requirements aren't always suited to local strategies and priorities, the HMIS Sub-Committee will work with the HMIS Program Manager to determine, if necessary, additional data collection requirements for dissemination to HMIS participating users and agencies.
5. **Ensure adequate privacy protection provisions in project implementation and administration:** the privacy and confidentiality laws governing the HMIS are complex and ever changing. However, there is no matter more important to the continued success of the HMIS than ensuring that the CoC is adhering to all relevant laws and regulations. Client confidentiality must be considered before a new project is implemented, data is entered or shared, or when determining new data elements for collection. The HMIS Sub-Committee will assist with the research into issues surrounding HMIS security and confidentiality. Selection criteria for appointment to the HMIS Sub-Committee will be based, in part, on the prospective member's background in information security and/or privacy laws.

Chronically Homeless Families Subcommittee

Scope of Work

Ending homelessness for families and children is a priority for the CoC. By providing the right amount of assistance to help families obtain or regain permanent housing as quickly as possible and ensuring access to services to remain stably housed, achieving an end to family homelessness is possible. Given the current economic realities in our community, situations in which families experience a crisis and lose their home will likely occur. Recognizing this reality, the CoC works to ensure that no family will be without shelter and homelessness will be a rare and brief occurrence.

Working together with our partners at the state, local, and federal level to strengthen the local crisis response systems, we will:

1. Ensure that no family is living unsheltered
2. Shorten episodes of family homelessness by providing resources that enable families to safely reenter permanent housing as quickly as possible
3. Link families to the benefits, supports, and community-based services they need to achieve and maintain housing stability, and
4. Identify and implement effective prevention methods to help families avoid homelessness.

Key strategy areas to address chronically homeless families include:

1. Coordinated Assessment

Families experiencing homelessness have varying levels of strengths and service needs. An effective response prevents homelessness or addresses the immediate crisis of homelessness, then connects families to the most appropriate level and type of assistance based on their strengths and needs. Effective crisis response systems have coordinated access or entry points through which families can seek help, have their strengths and needs assessed, and be connected to appropriate housing and support services. The assessment provides the ability for families to be given access to the best options to address their needs, rather than being evaluated for single programs.

In order for coordinated entry systems to function, providers may need to change their admissions policies by removing barriers to entry that may be embedded in eligibility criteria, as well as accept referrals from the coordinated access point(s). As many families experiencing homelessness are significantly impacted by domestic violence and other trauma, effective entry systems have the training and capacity to engage in a trauma-informed way and identify survivors of domestic violence. Successful systems also offer safety planning, advocacy, and access to specialized services that address the safety concerns of individuals, and their children, fleeing domestic violence. Effective systems are able to assess the needs of children and youth and make effective linkages for appropriate services.

Coordinated assessment insures that more service-intensive housing interventions are targeted at the highest need households and helps families connect to the mainstream resources (benefits, employment, and community-based services) needed to sustain housing and achieve stability. Improve linkages to local mainstream systems to help families gain access to these resources more quickly.

2. Rapid Rehousing

Rapid re-housing helps individuals and families quickly exit homelessness to permanent housing. Rapid re-housing assistance is offered without preconditions (such as employment, income, absence of criminal record, or sobriety), and the resources and services provided are typically tailored to the unique needs of the household. The core components of a rapid re-housing program include housing

Chronically Homeless Individuals Subcommittee

Scope of Work

The CoC is striving to end chronic homelessness and continues to emphasize the importance of implementing strategies that will help meet this goal. HUD and the United States Interagency Council on Homelessness (USICH) released the criteria and benchmark for what it means to end chronic homelessness:

1. The community has identified and provided outreach to all individuals experiencing or at risk for chronic homelessness, and prevents chronic homelessness whenever possible.

The community coordinates persistent and creative outreach, in-reach, and engagement efforts throughout the geographic area, in conjunction with coordinated entry and other mainstream systems. The community cross-references multiple data sources and uses other methods to identify, enumerate, and assertively engage individuals experiencing chronic homelessness (as defined by HUD), and individuals most at risk of becoming chronically homeless, including people cycling through institutional settings. The community uses HMIS and other data sources to build and maintain an active list of people and to track the homelessness status, engagement attempts, and permanent housing placement for each individual. The community's outreach strategy allows for quick identification and engagement of individuals who may become chronically homeless in the future and individuals experiencing chronic homelessness who newly arrive to the community, and also prevents people from aging into chronic homelessness.

2. The community provides access to shelter or other temporary accommodations immediately to any person experiencing unsheltered chronic homelessness who wants it.

The community has the capacity to immediately offer some form of low-barrier shelter (i.e., emergency shelter, hotel/motel, bridge housing, or other temporary accommodations) to people experiencing chronic homelessness who are sleeping in unsheltered locations, while assisting them to swiftly access permanent housing. Rapid re-housing and transitional housing may be being used as bridge housing for individuals experiencing chronic homelessness. However, because a stay in transitional housing could affect a person's ability to access dedicated permanent supportive housing, such stays are only used in situations where the household has already been enrolled in permanent supportive housing and is actively seeking a unit (see HUD FAQ). Access to shelter and other temporary settings is not contingent on sobriety, minimum income requirements, lack of criminal justice system involvement, or other unnecessary conditions, such as participation in certain activities.

3. The community has implemented a community-wide Housing First orientation and response that also considers the preferences of the individuals being served.

The community has fully embraced a Housing First and low-barrier response across its system and all program types. The community assists individuals experiencing chronic homelessness to move into permanent housing without barriers to entry, using a Housing First response, and is actively implementing alternatives to the criminalization of homelessness. Individuals experiencing chronic homelessness do not decline assistance due to requirements such as sobriety or unnecessary program rules, and programs do not deny assistance based on minimum income requirements, lack of criminal justice system involvement, or other unnecessary conditions.

In order to provide choice to all people experiencing chronic homelessness, there may be a limited number of programs, such as abstinence-focused programs, that may not be implementing all of the principles of a Housing First approach. However, such programs should embrace as many Housing First principles as possible and should be working in partnership with other programs within the larger community's Housing First response.

Homeless Youth Subcommittee

Scope of Work

Unlike other systems youth interact with, such as, child welfare or juvenile justice, efforts to serve youth experiencing homelessness are not yet provided through a single, coordinated system of supports funded by a state or federal agency. Moreover, the varied and unique needs of youth experiencing homelessness require a range of interventions and solutions that no single funding stream can provide. Collaboration across federal, state, and local partners is needed to provide this full range of solutions. To meet all the physical, developmental, and social needs of youth experiencing homelessness, we must design and implement a unified, collaborative response in every community.

Building on local, state, and federal efforts to support healthy families, this response must:

1. Prevent youth from becoming homeless by identifying and providing support services for families who are at risk of fracturing.
2. Effectively identify and engage youth at risk for, or actually experiencing, homelessness and connect them with trauma-informed, culturally appropriate, and developmentally and age-appropriate interventions.
3. Intervene early when youth do become homeless and work toward family reunification and/or reconnection, when safe and appropriate.
4. Develop a coordinated entry system to identify youth for appropriate types of assistance and to prioritize resources for the most vulnerable youth.
5. Ensure access to safe shelter and emergency services when needed.
6. Ensure that assessments respond to the unique needs and circumstances of youth and emphasize strong connections to and supported exits from mainstream systems, when needed.
7. Create individualized services and housing options tailored to the needs of each youth, and include measurable outcomes across key indicators of performance, including education and employment.

Reporting

Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal obtainment.

Veteran's Subcommittee

Scope of Work

Ending veteran homelessness continues to be a high priority of our CoC. While the timeframe established in *Opening Doors* to end veteran homelessness was December 2015, there is still a lot of work to do to meet this goal locally. Therefore, we must continue efforts to meet this ambitious goal, ensuring that homelessness amongst veterans is rare, brief, and non-recurring.

We must keep measuring progress towards reaching the goal by using the criteria and benchmarks established by HUD, the U.S. Department of Veterans Affairs (VA), and the U.S. Interagency Council on Homelessness (USICH).

The Scope of Work for the CoC Veterans Subcommittee includes:

1. **Identification of all veterans experiencing homelessness.** The CoC maintains a comprehensive outreach strategy covering the geographic area and the multiple settings within it and this strategy is coordinated across all sectors and providers. Additionally, the CoC will use an active list (commonly referred to as a by-name-list) that is regularly updated with data from all community partners including the VA, allowing the CoC to track progress from the point of initial engagement to housing placement in real time.
2. **Resources, plans, and system capacity are in place should any veteran become homeless or be at risk of homelessness in the future.** The CoC maintains resources are available to prevent homelessness for veterans at risk of homelessness and to promote long-term housing stability of formerly homeless veterans that have entered permanent housing (e.g., on-going case management, connections to employment, peer support programs). Additionally, the CoC has uses a coordinated entry process to identify veterans who might become homeless or return to homelessness in the future.
3. **Move Veterans quickly into permanent housing.** The CoC utilizes a system-wide Housing First orientation that allows veterans to access housing quickly with few barriers to entry. The CoC also maintains robust permanent housing options (e.g., HUD-VASH, SSVF, Housing Choice Vouchers) that allow for veteran choice.
4. **Service-intensive transitional housing is provided in limited circumstances only.** The CoC can demonstrate that when service-intensive transitional housing is provided that it has been chosen by the veteran, who was also offered a choice of permanent housing, and that the transitional housing has a purposeful focus on minimizing lengths of stay and a strong emphasis on Housing First principles and practices.
5. **Ability to shelter immediately any veteran experiencing unsheltered homelessness.** The shelter made available by the CoC is low-barrier and when a shelter bed is not available the CoC has a pre-existing plan in place to shelter unsheltered veterans.
6. **Deploy all resources effectively.** The CoC efficiently deploys and fully utilizes all available resources to meet the needs of veterans experiencing homelessness. While the VA has a vast array of resources available to house veterans experiencing homelessness such as HUD-VA Supportive Housing (HUD-VASH) and Supportive Services for Veteran Families (SSVF), not all veterans experiencing homelessness will be eligible to receive assistance through the VA. In those cases, CoC and Emergency Solutions Grants (ESG) program resources should be used.
7. **Actively recruit landlords.** The CoC has created partnerships with private market landlords, ensuring that units are available for veterans experiencing homelessness to choose from when looking for permanent housing.
8. **Reporting.** Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal attainment.

RFP and Evaluations Subcommittee

Scope of Work

Community review of proposals and applications is essential to the process of awarding public funds. When conducted in coordination with technical staff, this review ensures that funding decisions are made in the context of community knowledge and experience as well as technical/regulatory expertise. The RFP and Evaluations Subcommittee provides this community review through the following scope of work:

1. Assisting in the development of competitive application processes.

The subcommittee will assist CHHS staff in the development of competitive funding processes through feedback on NOFA or RFP documents, applications, evaluation criteria and timelines.

2. Evaluating proposals and other applications for funding.

The subcommittee will review and/or score proposals and other applications from organizations seeking funding through CHHS. In coordination with CHHS staff, subcommittee members will review/score proposals based on:

- Alignment with goals and objectives, including those established by state and federal funders and those established locally.
- Consistency with local plans.
- Past performance and capacity to manage public funds.
- Other evaluation criteria as established.

3. Making funding recommendations.

Based on review of proposals or applications, the subcommittee will make funding recommendations to the CoC Board.

4. Providing applicant education.

The subcommittee will provide feedback to applicant organizations, or prospective applicant organizations, regarding successful and unsuccessful proposals/applications.

5. Reporting.

Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal attainment.

Funding sources

Community Economic Development

City of Spokane development investment incentives related to rehabilitating and constructing new housing within the Community Empowerment Zone (CEZ) include:

- Multi-Family Tax Exemption (state enabled) offers an eight or twelve year property tax exemption to property owners of affordable (twelve year) and market (eight year) housing properties consisting of 4 units or more. This incentive is only offered to the creation of new housing. The City has established a Multi-Family Tax Exemption (MFTE) boundary wholly within the CEZ.
- Financial assistance is offered to those looking to renovate and construct new commercial and housing properties within areas within the CEZ in the form of the Urban Utility Installation assistance. For infill, it is often very costly to redevelopment/develop. Connecting to existing infrastructure under established roadways is often a significant cost. Therefore, the City offers a partial reimbursement of water, sewer, fire line, and or hydrant taps to assist a developer in meeting current building and fire codes.
- To incentivize the conversion of commercial structures to multi-family housing the City of Spokane offers a Commercial Rate Clarification utility billing structure. This means that rather than the property switching to a residential utility billing the structure will continue to be billed at the commercial rate. This saves the property owner approximately \$54/per unit monthly.
- Spokane listed Historic Properties commercial or residential can qualify for a tax abatement equal to the rehabilitation investment for ten years. A preponderance of Historic properties are located close to the city center, which is within the CEZ.

Funding Programed for Reimbursed Incentives:

- | | |
|---|---------|
| • Projects of Citywide Significance | \$2.9MM |
| • Urban Utility Installation Assistance | \$500k |
| • Impact Fee Reimbursement in Public Development Authority target areas | \$1MM |

Other incentives are short-term foregone taxes, due to property tax exemption for new multi-family housing or rehabilitated single-family housing or historic structure.

The City of Spokane is currently in the process to develop and adopt an Infill Housing Ordinance that will allow for more housing choices in Spokane neighborhoods. The infill choices include Accessory Dwelling units, Cottage housing, permanent Tiny Homes, and Pocket Residential units. This will allow residents to better utilize their property for extended family living or by adding income generating rental housing to their property.

2015-2020 CITY OF SPOKANE CONSOLIDATED PLAN

Each year we complete the Annual Action Plan, which is a listing of projects that will be funded to support the needs and goals outlined in the Consolidated Plan. We also submit an annual evaluation (Consolidated Annual Performance and Evaluation Report (CAPER)) [\[2015 CAPER – Final\]](#) of work performed during the prior program year (7/1 – 6/30). This report is designed to report on progress toward meeting the needs and goals of the Consolidated Plan.

Difficult to say what our funding structure to achieve the needs and goals of the Consolidated Plan will be in the future. Our funding comes from the federal government and is subject to funding or complete program cuts. Generally speaking, the CHHS department receives approximately three million dollars each year to carry out activities related to the needs and goals of the Consolidated Plan.

Final Program Year 2017 Annual Action Plan

Expected Resources [pg. 28]

AP-15 Expected Resources – 91.220(c)(1, 2)

Introduction

CHHS will allocate funding from the CDBG, HOME and ESG programs to support goals and need identified in the 2015-2020 Consolidated Plan. For more information related to activities funded through this Action Plan, see section AP-35: Projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	3,014,163	1,200,000	772,105	4,986,268	1,200,000	Program income is generated from the CHHS Single Family Rehab Program. Prior year resources include unencumbered entitlement funds from PY 2015 and 2016.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	891,721	150,000	0	1,041,721	3,000,000	Program income is generated from loans made through the HOME Multi-Family Program.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	268,989	0	0	268,989	500,000	The ESG Program does not generate any program income from grants made to homeless service providers.

[pg. 30] The City will use Consolidated Homeless Grant Funds obtained through the Washington State Department of Commerce and City of Spokane Homeless Housing Assistance Act grant funds to match the ESG allocation. HOME leverage is created when funds are allocated to affordable housing projects that also apply for Washington

State Housing Trust Funds, bonds, and Low-Income Housing Tax Credits. HOME match is required at a program level for tenant-based rental assistance, single-family rehabilitation and down payment assistance, and development of affordable rental units. Match is generated when affordable rental unit development is financed with permanent investments of non-federal, non-owner funds. Some sources of leverage and match have declined recently, such as the value of the interest on below-market-rate bank loans, State Housing Trust Fund allocations, and grants. Local real estate tax reductions are available to affordable housing projects and some fee waivers are available in targeted areas, adding to match amounts.

The City is analyzing the potential for use of the Section 108 Loan Program to stimulate economic development and/or assisted affordable housing for low and moderate-income households. If the analysis determines the need, the City will use the 108 loan proceeds for specific activities to be identified in the Annual Action Plans. The City is also working with developers to support affordable housing and economic development projects with income from the closed Rental Rehabilitation and Urban Development Action Grant programs.

[pg. 38] The following projects were selected through a competitive application process where each proposal was evaluated for risk, eligibility, past performance and alignment with community needs and goals. Proposals recommended for funding were evaluated by members of the Evaluation and Review Committee, Community, Housing and Human Services Board and approved by the Spokane City Council.

AP-38 Project Summary [pg. 41]
[Funded] Project Summary Information
[Project summary table pgs. 42-67]

1	Project Name	2017 Public Service - Senior Meals
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$50,400
	Description	Meal program for home bound seniors: 05A - Senior Services (LMC)
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Applicant proposes to serve 1,200 unduplicated low/mod income individuals throughout the course of this funding award.
	Location Description	Services will be provided throughout the City of Spokane to senior citizens in need of meal assistance.
2	Planned Activities	Senior Meals, both home delivered and served at Silver Cafes, improve the quality of life maintaining the social safety net by meeting the most basic essential need of food for our most vulnerable citizens. For our home delivered program, the clients that we serve are essentially homebound.
	Project Name	2017 Public Service - Services to City Outlets and Agencies
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$87,074
	Description	A human services grant will help fund 15 full-time and five part-time staff positions that lead, coordinate and deliver these food assistance and nutrition education services. 05W - Food Banks (LMC)
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Second Harvest will be a significant source of donated food for its city network during the grant year. Second Harvest projects distributing 545,000 pounds of food each month in the city. Close to half of that food will be nutritious fresh produce. At least 62,000 unduplicated clients will be served during the year, receiving food that helps preserve their assets to sustain other basic needs.

	Location Description	Food will be distributed to various food outlets serving low/mod income individuals throughout the City of Spokane
	Planned Activities	Food distribution and cooking classes for low/mod income individuals
3	Project Name	2017 Public Service - Homeownership Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$70,000

	Description	<p>1. 10 months a year will hold two free classes each month which educate and enable new home buyers to make informed choices, assess their readiness to buy, understand the home purchase process and determine which first time home buyer loan program is best for them. Participants receive a certificate from the WA State Housing Finance Commission that meets industry standards for participation in a variety of affordable housing programs. Outcome: We expect that 250 new people will complete the classes during the fiscal year at multiple City wide locations.</p> <p>2. Free pre-purchase individual counseling sessions guide families through the purchase of their first home, including the process of buying a home, confirming financial readiness, how to choose a realtor and mortgage lender and how to select a loan product that is best suited for them. Counselors work with families one-on-one to help them establish goals, assess their readiness to buy, identify and overcome barriers and provide referrals to assist in overcoming housing challenges. Outcome: We anticipate that 60 low to moderate income city clients will also receive pre-purchase counseling and that 15 will purchase homes within the project period.</p> <p>3. Down payment Assistance Program (DAP): DAP provides deferred payment, second mortgages in amounts up to \$10,000 for first time home buyers. Payments are deferred until sale, refinance, or until 30 years to reduce the buyers' monthly payments to an affordable level. City funds would be used to provide education, counseling and loan compliance to applicants at 80% or less AMI for those receiving down payment assistance. Outcome: Creation of responsible homeownership, with this service being offered throughout the project period.</p> <p>4. Foreclosure Prevention Counseling: Our counselors identify the immediate crisis, review mortgage documents, determine degree of default, complete budget/credit analysis and explain options and time frames. They educate the client on the foreclosure process, the bank's perspective and options available for home retention. The client's situation is assessed and together they prepare a joint action plan. Counselors prepare substantial modification application packages and help negotiate agreements with lenders, make referrals to needed resources and conduct follow-up until the case is resolved. Outcome: We anticipate 125 low to moderate income city homeowners in default will save their home from foreclosure during the project period.</p> <p>5. Foreclosure Prevention Loans: default clients who do not qualify for a mortgage modification, or for whom tax or sewer liens are the cause of the default, we can refinance the debt and adjust the interest rate and term. Credit, budget and mortgage counseling are offered with this refinance to ensure continued affordability. Outcome: Preservation of homeownership, this service being offered throughout the project period.</p> <p>05R - Homeownership Assistance (not direct); (LMH)</p>
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	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	<p>NEED: Safe Affordable Housing, GOAL: Preserve and expand quality, safe, affordable housing choices STRATEGY: Expand permanent stable housing options and access to opportunities and services</p> <p>Education of first-time home buyers is the best way to increase access to the home buying opportunities and services. Due to our non-profit's mission to create opportunities to those of low-income our program is perfectly aligned. In addition to education (both classes and counseling) we provide mortgage modification and various financing services which make homeownership (both new purchasing and retaining existing homes) affordable.</p> <p>NEED: Safe Affordable Housing, GOAL: Preserve and expand quality, safe, affordable housing choices STRATEGY: Ensure housing stability</p> <p>The foreclosure counseling and foreclosure prevention activities specifically lend themselves to creating housing stability (keeping home owner's in their houses by creating options). While we do not use city dollars to lend we must use the operational funds to support this housing stability activity.</p>
	Location Description	Courses will be taught at 3102 W Ft George Wright Dr., Spokane, WA 99224 and at SNAP East, 500 S Stone, Spokane, WA 99202
	Planned Activities	Public services to assist low/mod income households prepare for homeownership
4	Project Name	2017 Public Service - New Leaf
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$50,000
	Description	New Leaf Bakery Cafe' Job Training program provides hands on food service skills training, vocational services, and life skills to women with barriers to employment, including histories of incarceration, past substance abuse, lack of employment histories, lack of education, mental illness, physical disabilities, and learning disabilities. 05H - Employment Training (LMC)

	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Transitions serves very low income homeless women and children, most of which are on TANF assistance. During the program year, New Leaf will provide job skills training to approximately 80 individuals.
	Location Description	Services will be provided at the New Leaf training kitchen located at 3104 W. Fort George Wright Dr., Spokane, WA, 99224
	Planned Activities	Job skills training for very low income, homeless or formerly homeless individuals.
5	Project Name	2017 Public Service - Women's Hearth
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$30,000
	Description	Services provided to homeless women include food bank, hygiene, housing referrals, job search, arts and craft classes, counseling and basic support for clients at the Hearth.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Women's Hearth provides services to primarily single homeless and formerly homeless women experiencing multiple barriers to employment and housing stability. The Hearth serves approximately unduplicated women annually.
	Location Description	Women's Hearth is located in downtown Spokane near several social service providers and low income housing. 920 W. 2nd Ave., Spokane, WA 99201
6	Planned Activities	food bank, hygiene, housing referrals, job search, arts and craft classes, counseling and basic support for clients at the Hearth
	Project Name	2017 Public Service - TLC EduCare
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$68,000

	Description	EduCare is a child care center located in northwest Spokane. EduCare is part of the Transitional Living Center campus that provides housing and social services to homeless women with children. EduCare is sponsored by the Department of Early Learning and serves approximately 45 children each year from ages 1-5.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	EduCare services homeless and formerly homeless women with children by providing safe affordable child care. Annually, EduCare serves approximately 45 children ranging in age from 1 to 5.
	Location Description	The EduCare facility is located in northwest Spokane as part of the Transitional Living Center campus. 3120 N. Hemlock St., Spokane, WA 99205
	Planned Activities	Child care center activities related to education and providing stability in the lives of homeless mothers and children.
7	Project Name	2017 Public Service - Miryam's House Alumni Program
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$8,526
	Description	Aftercare services are client-driven and utilize: peer support groups and activities; one-on-one case management; housing mediations; resource referrals; vocational services; scholarship funds; clothing and food.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Miryam's House provides transitional housing services for single homeless women. Approximately 30 women transitioning out of Miryam's House will receive services through this aftercare/alumni program.
	Location Description	Miryam's House is located on Spokane's lower south hill. Due to the sensitive nature of clients served at Miryam's House, an exact address will only be provided upon request.
	Planned Activities	Aftercare services are client-driven and utilize: peer support groups and activities; one-on-one case management; housing mediations; resource referrals; vocational services; scholarship funds; clothing and food.

8	Project Name	2017 Public Service - ECCC Operations
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$60,000
	Description	Comprehensive community center based activities for residents of the East Central Neighborhood and surrounding areas. Youth and senior services, food bank, adult disability classes, food services, etc.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Each year the East Central Community Center serves approximately 12,000 individuals through their variety of service based programs. Beneficiaries are primarily low income based on the location of the center and services offered to residents.
	Location Description	The East Central Community Center is located in the center of the East Central Neighborhood at 500 S. Stone St., Spokane, WA 99202.
9	Planned Activities	Comprehensive community center based activities for residents of the East Central Neighborhood and surrounding areas. Youth and senior services, food bank, adult disability classes, food services, etc.
	Project Name	2017 Public Service - NECC Operations
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$80,000
	Description	General operational support for the Northeast Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Northeast Community Center serves approximately 12,000 unduplicated individuals and families in Spokane's Northeast quadrant of the City. Services include a medical center (family medicine and dental clinic), pharmacy, Head Start, WIC, Senior Center and host to multiple community events.
	Location Description	Northeast Spokane: 4001 N. Cook St., Spokane, WA 99207
	Planned Activities	General operational center support for multiple community based programs.

10	Project Name	2017 Public Service - Southwest Community Center Operations
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$20,000
	Description	General operational support for staff and maintenance at the Southwest Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Southwest Community Center primarily serves youth and their families through their preschool, before school, after school, day program for special needs adults and community food bank. Approximately 850 low and moderate income households benefit from services offered at the Southwest Community Center annually.
	Location Description	Services provided in Spokane's Browne's Addition neighborhood: 314 S. Spruce St., Spokane, WA 99201
11	Planned Activities	General operational support for the Southwest Community Center programs offered to the public.
	Project Name	2017 Public Service - West Central Operations
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$90,000
	Description	Operational support for the West Central Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center provides services to individuals and families including services through their WIC, Head Start, Community Health, Community Meetings and Youth Development programs. Approximately 4,200 unduplicated individuals receive services from the Community Center each year.
	Location Description	The West Central Community Center is located in Spokane's West Central Neighborhood at 1603 N. Belt St., Spokane, WA 00205
	Planned Activities	General operational support for staffing and maintenance of the West Central Community Center.

12	Project Name	2017 Capital Improvement - Corbin Senior Center Safety Improvements
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$55,000
	Description	Public safety improvements to the Corbin Senior Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Corbin Senior Center serves low income senior residing in the Emerson Garfield and surrounding neighborhoods. The center anticipates serving approximately 200 unduplicated seniors during the program year.
	Location Description	827 W. Cleveland Ave., Spokane, WA 99205
13	Planned Activities	<ul style="list-style-type: none"> • Removal and installation of new entry door on the building's west side. • Remove and replace damaged carpet throughout the center • Install closed captioned television monitors • Installation of after hours keypad for renters of building space (south entry)
	Project Name	2017 Capital Improvement - MLK Center Demolition and Rebuild
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$107,300
	Description	Demolition of existing facility and reconstruction of new family outreach center with increased capacity and program delivery.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The MLK Family Outreach Center provides services to families throughout Spokane. Due to current facility limitations, the center is not able to meet the current demand for child care and family services. Each year the center serves approximately ??? unduplicated individuals.
	Location Description	845 S. Sherman St., Spokane, WA 99202

	Planned Activities	Demolition of existing facility
14	Project Name	2017 Capital Improvement - Sinto Senior Activity Center Renovation
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$104,600
	Description	Capital improvements at the Sinto Senior Activity Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Corbin Senior Activity Center serves low income seniors located in the west central portion of Spokane. Activities provided by the center allow seniors to remain engaged in the community through healthy mental, physical and social engagement. The Center serves approximately 900 unduplicated seniors each year.
	Location Description	1124 W. Sinto Ave., Spokane, WA 99201
15	Planned Activities	<ul style="list-style-type: none"> • Completion of garage to prevent vandalism and theft of passenger van • Lighting and surveillance system • ADA accessibility improvements to the buildings exterior • Renovation of existing auditorium
	Project Name	2017 Capital Improvement - Collins Apartments
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$56,850
	Description	Capital improvements to common areas, apartments, office space and exterior.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Collins Apartment building serves homeless individuals experiencing significant barriers to stable housing. The Collins was one of Spokane's first, housing first program for chronic homeless individuals. There are 38 total units in the complex and one office space for case management.

	Location Description	The Collins Apartment complex is located in Spokane's downtown: 214 S Wall St., Spokane, WA 99201
	Planned Activities	<ul style="list-style-type: none"> • Replacement of common area flooring • Replacement of common area windows • Electrical improvements for increased capacity • Purchase and installation of automated bathroom faucets • Purchase and installation of exterior awning
16	Project Name	2017 Capital Improvement - Hemlock Street
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$205,350
	Description	Engineer and pave N. Hemlock street between W. Fairview Ave and W. Dalton Ave
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Hemlock street improvement project is part of a larger permanent housing project that Transitions is working on with additional funding sources. The permanent housing will benefit homeless individuals and families by providing additional affordable housing capacity in the City of Spokane. The street improvement is a requirement as part of the overall site improvements. The cottage housing will add an additional 24 units of affordable housing.
	Location Description	N. Hemlock street between W. Fairview Ave and W. Dalton Ave.: 3128 N. Hemlock St., Spokane, WA 99205
	Planned Activities	Engineer and pave N. Hemlock street between W. Fairview Ave and W. Dalton Ave
17	Project Name	2017 Capital Improvement - Women's Hearth Roof
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$92,000
	Description	Remove and replace existing roof covering at the Women's Hearth

	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Women's Hearth serves very low-income homeless women in Spokane's downtown. Replacing the existing leaky roof will allow the Women's Hearth to continue providing basic support services to their clients in a safe environment. The Hearth serves approximately 800 homeless and formerly homeless women each year.
	Location Description	The Women's Hearth is located in Spokane's downtown: 920 W. 2nd Ave., Spokane, WA 99201
	Planned Activities	Remove and replace damaged roof covering.
18	Project Name	2017 Capital Improvement - West Central Newton Room Rehab
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$36,251
	Description	Rehab and technology improvements for the Newton Room at West Central Community Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center's Newton Room hosts a number of community based meetings/programs in Spokane's west central neighborhood. Activities benefit individuals and families.
	Location Description	The West Central Community Center is located in Spokane's west central neighborhood: <ul style="list-style-type: none"> 1603 N. Belt St., Spokane, WA 99205
	Planned Activities	Rehab and technology improvements for the Newton Room at West Central Community Center.
19	Project Name	2017 Capital Improvement - Nutrition Essentials Demonstration Kitchen
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$133,155

	Description	Utilize existing facility space to build a new demonstration kitchen to teach clients how to cook healthy meals from scratch.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	During the program year, WCFR will serve approximately 1,168 unduplicated women and children through their programs.
	Location Description	Women and Children Free Restaurant is located in north central Spokane: 1408 N. Washington St., Spokane, WA 99201
	Planned Activities	<ul style="list-style-type: none"> • Insulation of exterior building wall • Drywall installation • Framing for wall • Flooring • Installation of kitchen equipment • Plumbing • electrical improvements
20	Project Name	2017 Capital Improvement - House of Charity Respite Room
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$33,000
	Description	Increase the number of current respite beds from 20 to 25 at the House of Charity.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Beneficiaries will be homeless men with special medical needs staying at the House of Charity. This project will expand current capacity from 20 beds to 25.
	Location Description	The House of Charity is located in downtown Spokane: 32 W. Pacific Ave., Spokane, WA 99201

	Planned Activities	The requested funding for this program will include designing a more efficient layout for the Respite Program; disposing of 20 old respite beds, installing 25 new respite beds that are built-in, sturdier, bedbug-resistant, comfortable, and functional; installing additional outlets for medical devices such as oxygen tanks, electric wheelchairs, and other electronic devices; and installing a hand-washing sink. The aspect of the project taking place at HOC, including tracking, reporting, and management of necessary project changes, will be overseen by Sam Dompier, Director of HOC.
21	Project Name	2017 Capital Improvement - Lutheran Community Services Building Security Improvements
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$21,300
	Description	Installation of security improvements for client and worker safety.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Lutheran Community Services works with all clients. One of their primary clients include individuals fleeing from or experiencing domestic violence. Annually, this location will serve approximately 2,500 unduplicated individuals.
	Location Description	Lutheran Community Services Northwest is located east of downtown Spokane at 210 W. Sprague Ave., Spokane, WA 99208
22	Planned Activities	Installation of keyless door locks and security monitoring system.
	Project Name	2017 Capital Improvement - Alexandria Apartment Improvements
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$10,000
	Description	Capital improvements to exterior entrances to accommodate ADA accessibility needs.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	Alexandria Apartments are low-income units owned by SNAP. Each year the complex serves approximately 22 unduplicated individuals.
	Location Description	Alexandria apartments are located on Spokane's lower south hill at 623 S. Howard St., Spokane, WA 99204
	Planned Activities	Remove and replace existing ADA ramp and wooden stairs for improved access to building.
23	Project Name	2017 Capital Improvement - West Central 24/7 Library Kiosk
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$82,000
	Description	Purchase and installation of library vending kiosk to be located at the West Central Community Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The public library kiosk will be located outside the West Central Community Center. Residents will be able to access the library at all hours of the day. Approximately, 63,000 individuals within the service area will have increased access to literature in their neighborhood.
	Location Description	The public library kiosk will be located outside the West Central Community Center: 1603 N. Belt St., Spokane, WA 99205
24	Planned Activities	Purchase and installation of library kiosk.
	Project Name	2017 Capital Improvement - West Central Community Center ADA Ramp
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$47,960
	Description	Stairs entering the buildings west side (gym) will be removed and replaced with an ADA accessible ramp for improved access into the community center.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center provides a supportive services day program for adults with disabilities. The center provides services to a large geographic area in west central and northwest Spokane. Approximately 4,183 disabled individuals access this program each year.
	Location Description	The West Central Community Center is located at 1603 N. Belt St., Spokane, WA 99205 in the West Central Neighborhood.
	Planned Activities	Stairs entering the buildings west side (gym) will be removed and replaced with an ADA accessible ramp for improved access into the community center.
25	Project Name	2017 Housing - Single Family Rehab Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$1,127,942
	Description	Loans to single family homeowners to make necessary home rehabilitation improvements.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Low and moderate income homeowners will have access to the home rehab program. The subrecipient of this program anticipates providing rehabilitation assistance to 30 homeowners over the course of their contract with the City of Spokane.
	Location Description	The single family rehab program is not focused on any one particular area of the City of Spokane. Eligible program participants may come from any portion of the City.
26	Planned Activities	Major home repairs for low and moderate income homeowners.
	Project Name	2017 Housing - Essential Home Repair
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$417,160

	Description	Repair single-family homes of low- and moderate-income persons that have health and safety hazards or disability accessibility issues that make the home uninhabitable. This includes, but is not limited to, plumbing, heating, electrical, roof, and sewer repairs and accessibility modifications.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Essential Home Repair Program will provide assistance to approximately 250 low and moderate income homeowners for essential home repairs including: plumbing, electrical, heating and cooling systems and other necessary repairs to maintain safe housing for the homeowner.
	Location Description	The Essential Home Repair Program is not location specific. Any eligible homeowner may apply for assistance through this program regardless of their location within the City of Spokane. For more information about this program please contact the Community, Housing and Human Services Department at the City of Spokane 625-6325.
	Planned Activities	Repair single-family homes of low- and moderate-income persons that have health and safety hazards or disability accessibility issues that make the home uninhabitable. This includes, but is not limited to, plumbing, heating, electrical, roof, and sewer repairs and accessibility modifications.
27	Project Name	2017 Administration - CDBG Program
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$840,000
	Description	General CDBG Program administration
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	General program administration to support CDBG funded projects and requirements associated with the Consolidated Planning process (Fair Housing Assessment, Action Plan, CAPER, etc.).
	Location Description	<u>Spokane City Hall</u> 808 W. Spokane Falls Blvd., Spokane, WA 99201 Community, Housing and Human Services Department (6th floor)

	Planned Activities	General program administration to support CDBG funded projects and requirements associated with the Consolidated Planning process (Fair Housing Assessment, Action Plan, CAPER, etc.).
28	Project Name	2017 Administration - HOME Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	HOME: \$104,000
	Description	General program administration activities related to the HOME Program.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the HOME program will support affordable housing development projects in the City of Spokane.
	Location Description	<u>Spokane City Hall</u> 808 W. Spokane Falls Blvd., Spokane, WA 99201 Community, Housing and Human Services Department (6th floor)
	Planned Activities	General program administration activities related to the HOME Program.
29	Project Name	2017 Multi-Family Projects - HOME
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	HOME: \$937,721
	Description	Administration of the HOME program will support affordable housing development projects in the City of Spokane.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	HOME multi-family funding will support the development and redevelopment of 44 affordable housing units within the City of Spokane. All units will be reserved for low income households.

	Location Description	<ul style="list-style-type: none"> • 611 S. Scott St., Spokane, WA 99202 • 1808 E. 1st Ave., Spokane, WA 99202 • 1 S. Madelia St., Spokane, WA 99202 • 3128 N. Hemlock St., Spokane, WA 99205 • 926 E 8th Ave., Spokane, WA 99202 • 1203 W. 5th Ave., Spokane, WA 99204 • 2418 E. 4th Ave., Spokane, WA 99202
	Planned Activities	Multi-family housing development activities for the benefit of low and moderate income households
30	Project Name	2017 ESG Program Delivery
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	ESG: \$268,989
	Description	Homeless program support for rapid re-housing and prevention activities
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Funded activities will assist approximately 1,100 homeless individuals and families with homeless prevention, emergency shelter and rapid re-housing.
	Location Description	Various homeless shelters and service providers throughout the City of Spokane
	Planned Activities	Homeless program support for rapid re-housing and prevention activities
31	Project Name	2017 Neighborhood - Sidewalk Program
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$57,300
	Description	Removal and installation of new sidewalks and ADA ramps
	Target Date	6/30/2018

	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood sidewalk program will address hazardous sidewalk locations and accessibility issues adjacent to homeowners in four (4) separate neighborhoods.
	Location Description	Various locations in the following neighborhoods: <ul style="list-style-type: none"> • Chief Garry Park • Cliff-Cannon • East Central • West Central
	Planned Activities	Remove broken/damaged concrete and replace with new concrete to address hazardous pedestrian conditions.
32	Project Name	2017 Neighborhood Parks - Hays Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$28,000
	Description	Complete installation of asphalt pathways within Hays Park
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Hays Park is located in northeast Spokane. Improvements to the park will make it easier for neighborhood residents to enjoy the park.
	Location Description	Hays Park is located in the Bemiss neighborhood in northeast Spokane: <ul style="list-style-type: none"> • 1812 E. Providence Ave., Spokane WA 99207
	Planned Activities	Complete installation of asphalt pathways within Hays Park
33	Project Name	2017 Neighborhood Parks - Coeur D'Alene Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$2,700

	Description	Accessibility improvements to Coeur D'Alene Park located in Spokane's Browne's Addition.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Coeur D'Alene Park is located in Spokane's Browne's Addition neighborhood. Improvements to the park will make it easier for neighborhood residents to enjoy the park.
	Location Description	Coeur D'Alene Park is located in Spokane's Browne's Addition neighborhood: <ul style="list-style-type: none"> • 2195 W. 2nd Ave., Spokane, WA 99201
	Planned Activities	Accessibility improvements to Coeur D'Alene Park located in Spokane's Browne's Addition.
34	Project Name	2017 Neighborhood Parks - Glass Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$15,000
	Description	General lighting improvements at Glass Park and landscape improvement to the existing ball field
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Glass Park is located in northeast Spokane. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Glass Park is located at the northeast corner of E. Heroy Ave and N. Standard St. in the Nevada Heights Neighborhood
35	Planned Activities	General lighting improvements at Glass Park and landscape improvement to the existing ball field
	Project Name	2017 Neighborhood Parks - Mission Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities

	Funding	CDBG: \$33,800
	Description	Accessibility improvements at Mission Park to accommodate individuals with disabilities.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Mission Park is located in Spokane's Logan neighborhood. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Mission Park is located in the Logan neighborhood south of Mission Ave and east of the Spokane River.
	Planned Activities	Accessibility improvements at Mission Park to accommodate individuals with disabilities.
36	Project Name	2017 Neighborhood Parks - Rochester Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$58,100
	Description	General landscape and facility improvements to address public safety and accessibility concerns.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Rochester Heights Park is located in Spokane's Whitman neighborhood. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Rochester Heights Park is located in the Whitman neighborhood in northeast Spokane: <ul style="list-style-type: none"> • 5351 N. Napa St., Spokane, WA 99207
	Planned Activities	General landscape and facility improvements to address public safety and accessibility concerns.
37	Project Name	2017 Neighborhood Capital - North Monroe Gateway
	Target Area	
	Goals Supported	Support vibrant neighborhoods

	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$50,300
	Description	General landscape, stormwater and signage improvements on vacant property northwest of N. Monroe St. and W. Cora Ave.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Landscape improvements will benefit the residents of North Hill and Emerson Garfield neighborhoods by providing improved public infrastructure and recreation opportunities.
	Location Description	Vacant property northwest of N. Monroe St. and W. Cora Ave.
	Planned Activities	General landscape, stormwater and signage improvements on vacant property northwest of N. Monroe St. and W. Cora Ave.
38	Project Name	2017 Neighborhood Capital - Northeast Youth Center
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$34,700
	Description	Safety and energy improvements to the existing entry vestibule.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Northeast Youth Center provides affordable child care alternatives for low and moderate income families (100) in northeast Spokane.
	Location Description	The Northeast Youth Center is located in Spokane's Hillyard neighborhood: <ul style="list-style-type: none"> • 3004 E. Queen Ave., Spokane, WA 99217
	Planned Activities	Safety and energy improvements to the existing entry vestibule.
39	Project Name	2017 Neighborhood Capital - East Central Community Center
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities

	Funding	CDBG: \$20,000
	Description	Removal and disposal of deteriorated flooring in the multi-purpose room and community center lobby.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The East Central Community Center provides community based programming for youth, seniors, adults with disabilities and other services to residents in east central Spokane.
	Location Description	The East Central Community Center is located in Spokane's east central neighborhood: <ul style="list-style-type: none"> • 500 S. Stone St., Spokane, WA 99202
	Planned Activities	Removal and disposal of deteriorated flooring in the multi-purpose room and community center lobby.
40	Project Name	2017 Neighborhood Capital - Northeast Community Center
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$18,300
	Description	Installation of new commercial grade dishwasher in the Hillyard Senior Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Hillyard Senior Center provides activities to seniors residing in northeast Spokane. Each year the center serves approximately 500 seniors through programs offered at the center.
	Location Description	The Hillyard Senior Center is located in the Northeast Community Center. <ul style="list-style-type: none"> • 4001 N. Cook St., Spokane, WA 99207
	Planned Activities	Installation of new commercial grade dishwasher in the Hillyard Senior Center.
41	Project Name	2017 Neighborhood Capital - TLC Gardens
	Target Area	

	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$10,200
	Description	The project entails relocating the existing community garden, located on Transitions' property at Fairview and Hemlock to the Southeast corner of the property in light of the development of 24 affordable cottage units on the property.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Transitional Living Center (TLC) gardening program provides fresh produce for residents of TLC and other programs offered by Transitions.
	Location Description	The TLC raised garden beds are located in the Audubon/Downriver neighborhood in northwest Spokane: <ul style="list-style-type: none"> • 3128 N. Hemlock St., Spokane WA 99205
	Planned Activities	The project entails relocating the existing community garden, located on Transitions' property at Fairview and Hemlock to the Southeast corner of the property in light of the development of 24 affordable cottage units on the property.
42	Project Name	2017 Public Service - AGC Headstart Construction Trades Program
	Target Area	
	Goals Supported	Expand economic opportunities
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$30,000
	Description	Transportation to employment program for low and moderate income individuals.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Skilled trades employment program for low income, un/under-skilled individuals with an interest in working in a specific trade, leading to full apprenticeship program or direct employment with a contractor. 20 persons employed during program year through this program.

	Location Description	Locations vary, for more information about this program, please contact George Dahl at gdahl@spokanecity.org.
	Planned Activities	Skilled trade classes to refine and develop skills that will allow clients to gain employment through local apprenticeship programs.

2017 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's

A [Community Investment Plan](#) outlines \$51.9 million in catalytic investments that furthers a strategic outcome, relies on one-time money without adding ongoing cost, keeps the investment source healthy, and returns additional revenue or a cost reduction.

- Investment within the CEZ \$21,000,000
- Target Area Street improvements \$3,000,000
- Residential Unimproved Streets \$2,000,000
- Target Area Impact Fee waivers for private development job creating industry \$1,000,000
- Target Area Utility Investment for private development job creating industry \$2,400,000
- Urban Utility Installation Program for private development job creating industry \$500,000
- Trail/River Public Access Investments \$7,100,000
- North Bank/Sportsplex recreation and job creating industry \$5,000,000

Infrastructure Capital Investments from the Capital Improvement Program (CIP) for 2017-2022

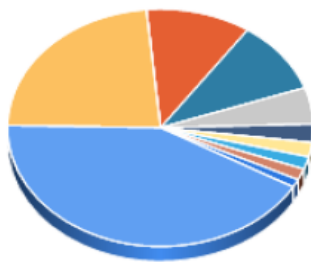
In this funding section of this CEZ plan, you will find a breakdown by department of the over \$862 Million Capital Investments planned as well as maps that show those department investments location. It no surprise that each of the maps show significant investment planned for locations within the CEZ boundary. The CEZ boundary includes the oldest portions of the City of Spokane with the oldest/aging infrastructure, the most distressed neighborhoods, downtown, and Spokane River and the largest park, Riverfront Park.

Capital Investments by Department

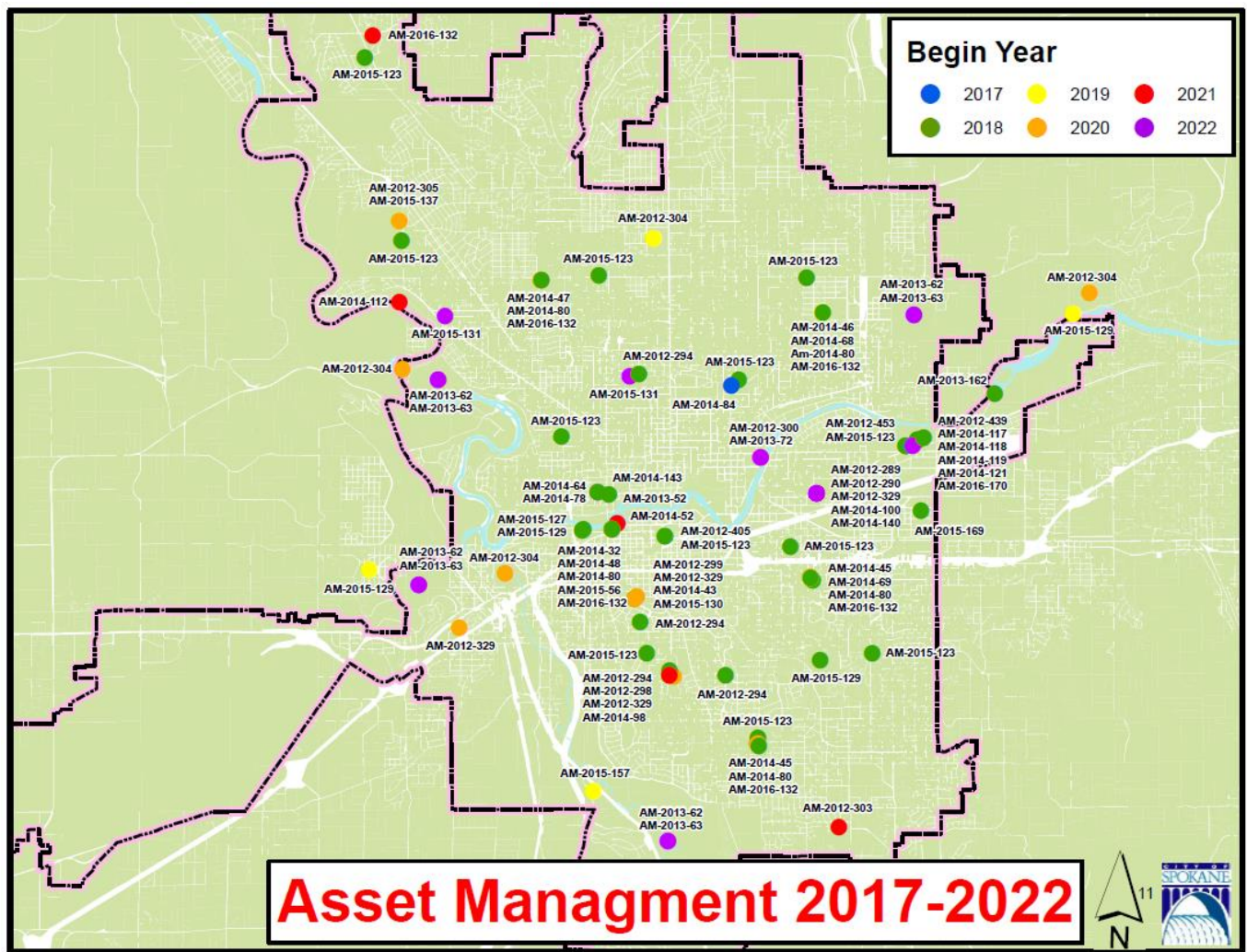
[pg. XVii]

Capital by Department Summary

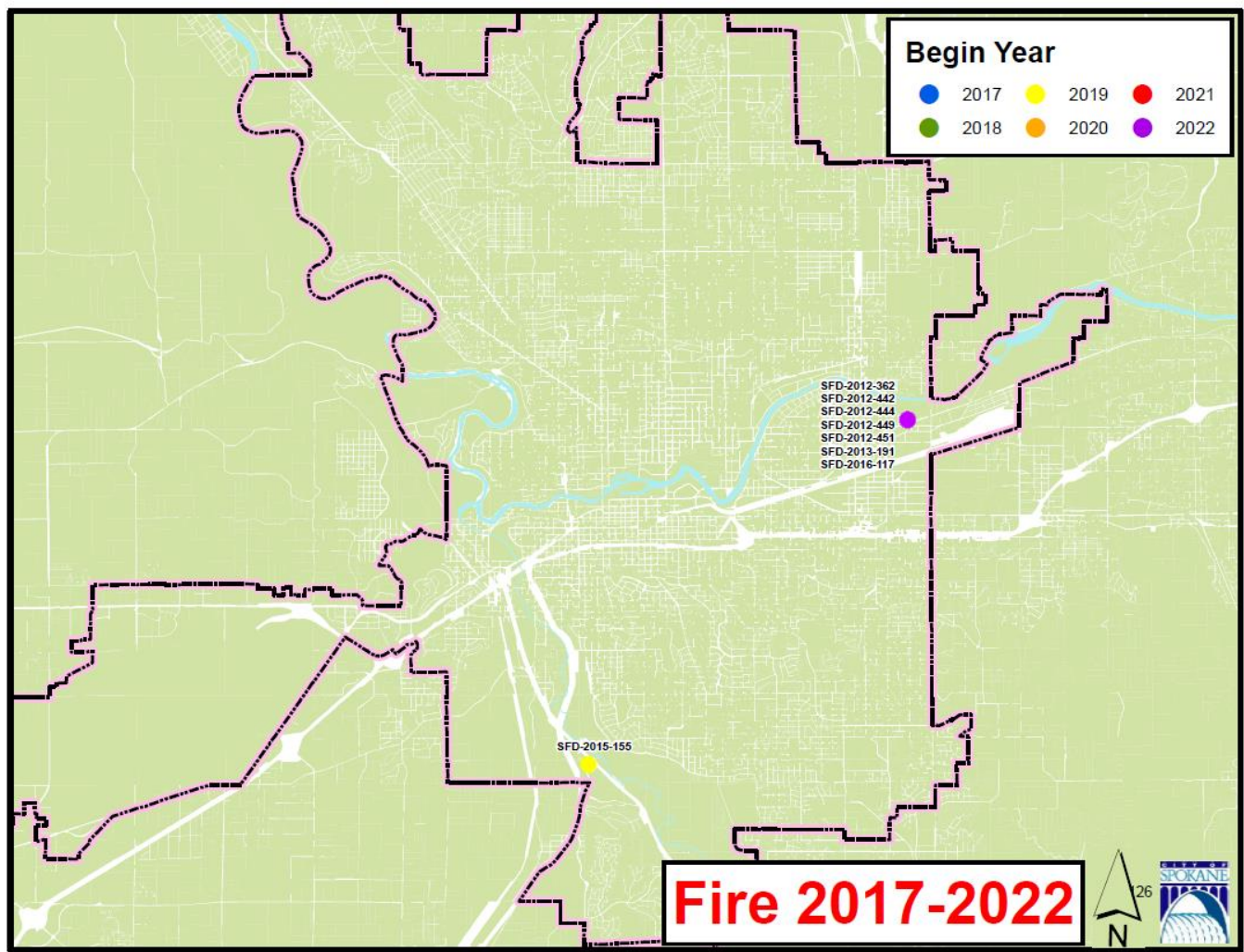
Department	2017	2018	2019	2020	2021	2022	Total
Asset Management	\$ 2,062,680	\$ 15,342,662	\$ 6,119,758	\$ 6,450,402	\$ 11,915,900	\$ 980,000	\$ 42,871,402
Fire	\$ 3,408,960	\$ 2,803,245	\$ 5,438,817	\$ 3,045,455	\$ 3,422,568	\$ 3,255,209	\$ 21,374,254
Information Technology	\$ 2,406,607	\$ 2,650,000	\$ 2,500,000	\$ 2,452,000	\$ 2,450,000	\$ 2,450,000	\$ 14,908,607
Library	\$ 0	\$ 45,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 45,000
Parks and Recreation	\$ 28,399,811	\$ 16,504,453	\$ 17,528,600	\$ 10,959,213	\$ 20,497,075	\$ 1,807,500	\$ 95,696,652
Police	\$ 2,191,042	\$ 1,809,162	\$ 2,679,339	\$ 2,923,817	\$ 1,934,233	\$ 1,690,442	\$ 13,228,035
Solid Waste Collection	\$ 340,000	\$ 100,000	\$ 3,290,000	\$ 1,700,000	\$ 2,200,000	\$ 1,950,000	\$ 9,580,000
Solid Waste Disposal	\$ 3,400,000	\$ 3,335,000	\$ 3,385,000	\$ 2,775,000	\$ 1,150,000	\$ 2,850,000	\$ 16,895,000
Streets	\$ 49,413,628	\$ 41,362,827	\$ 22,706,041	\$ 32,729,487	\$ 30,600,325	\$ 23,337,295	\$ 200,149,603
Wastewater Management	\$ 134,842,860	\$ 96,107,052	\$ 83,712,446	\$ 27,327,435	\$ 11,855,000	\$ 8,040,000	\$ 361,884,793
Water	\$ 11,367,000	\$ 17,650,000	\$ 18,835,000	\$ 17,160,000	\$ 19,265,000	\$ 1,230,000	\$ 85,507,000
Total	\$ 237,832,588	\$ 197,709,401	\$ 166,195,001	\$ 107,522,809	\$ 105,290,101	\$ 47,590,446	\$ 862,140,346



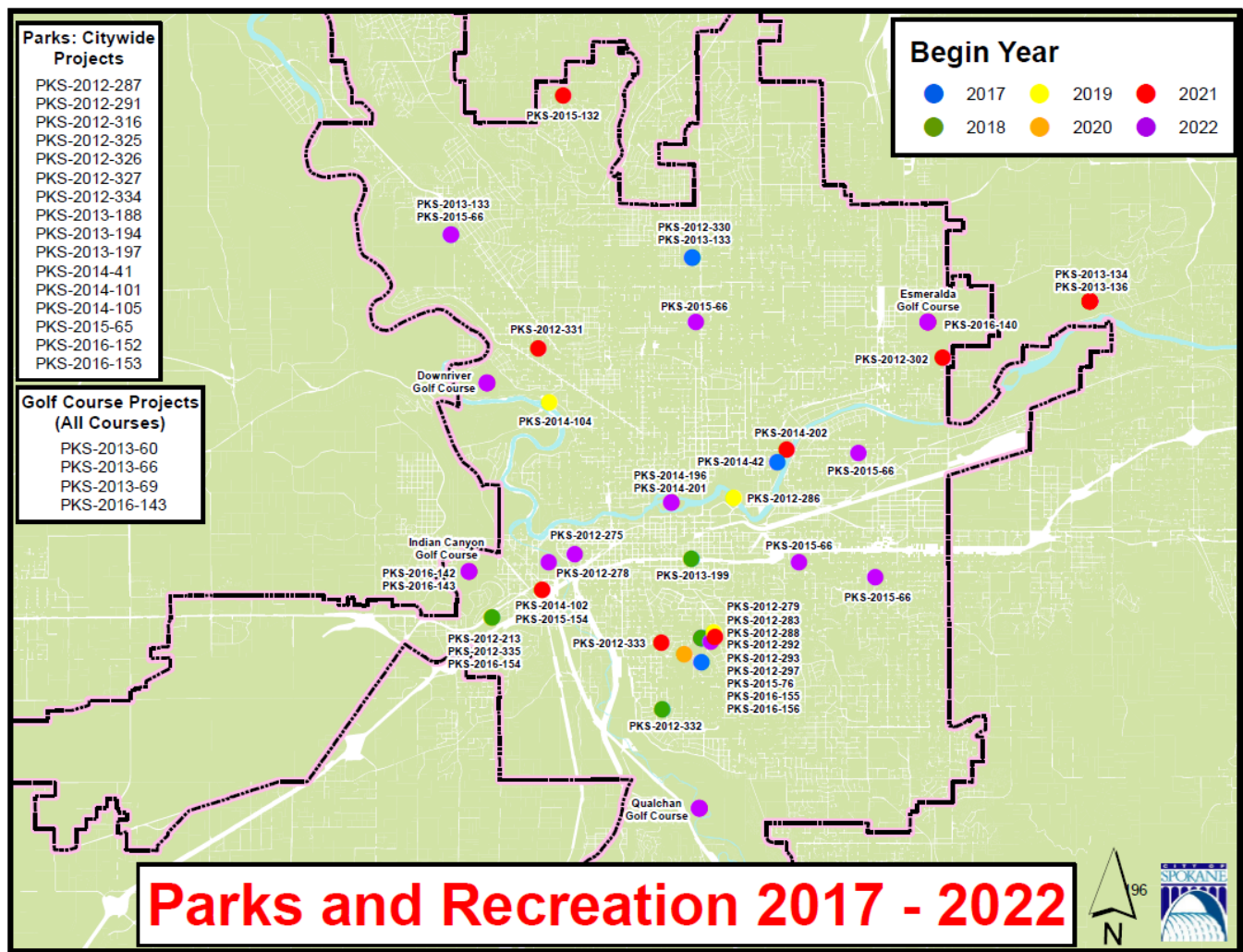
Wastewater Management (41.98 %)
Streets (23.22 %)
Parks and Recreation (11.10 %)
Water (9.92 %)
Asset Management (4.97 %)
Fire (2.48 %)
Solid Waste Disposal (1.96 %)
Information Technology (1.73 %)
Police (1.53 %)
Solid Waste Collection (1.11 %)
Library (0.01 %)



Map of Asset Management's Capital Investments Map
 [pg. 11: a majority of the investments will be within the CEZ]

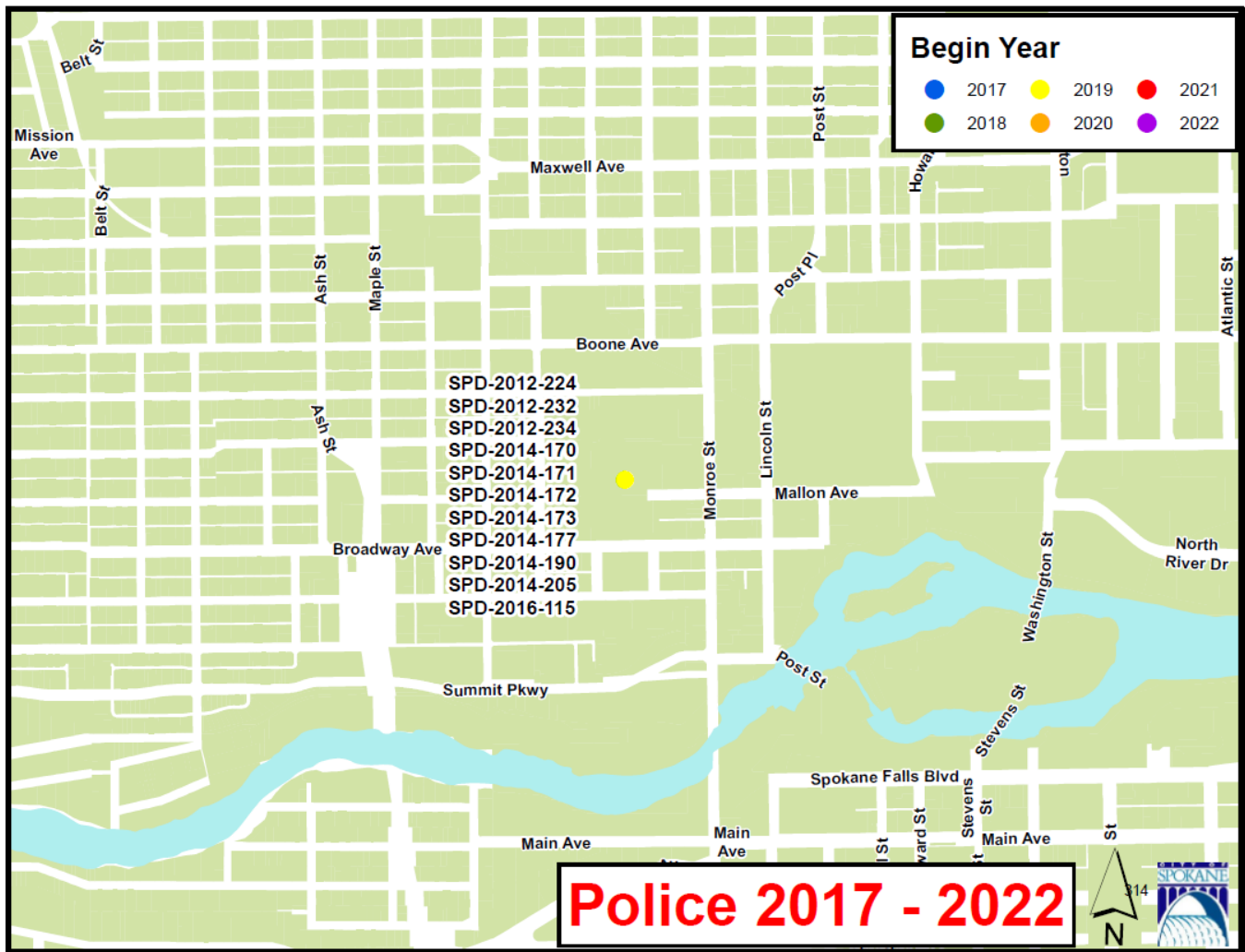


Fire Department Capital Investments Map
[pg. 125 2022 investments are within the CEZ]

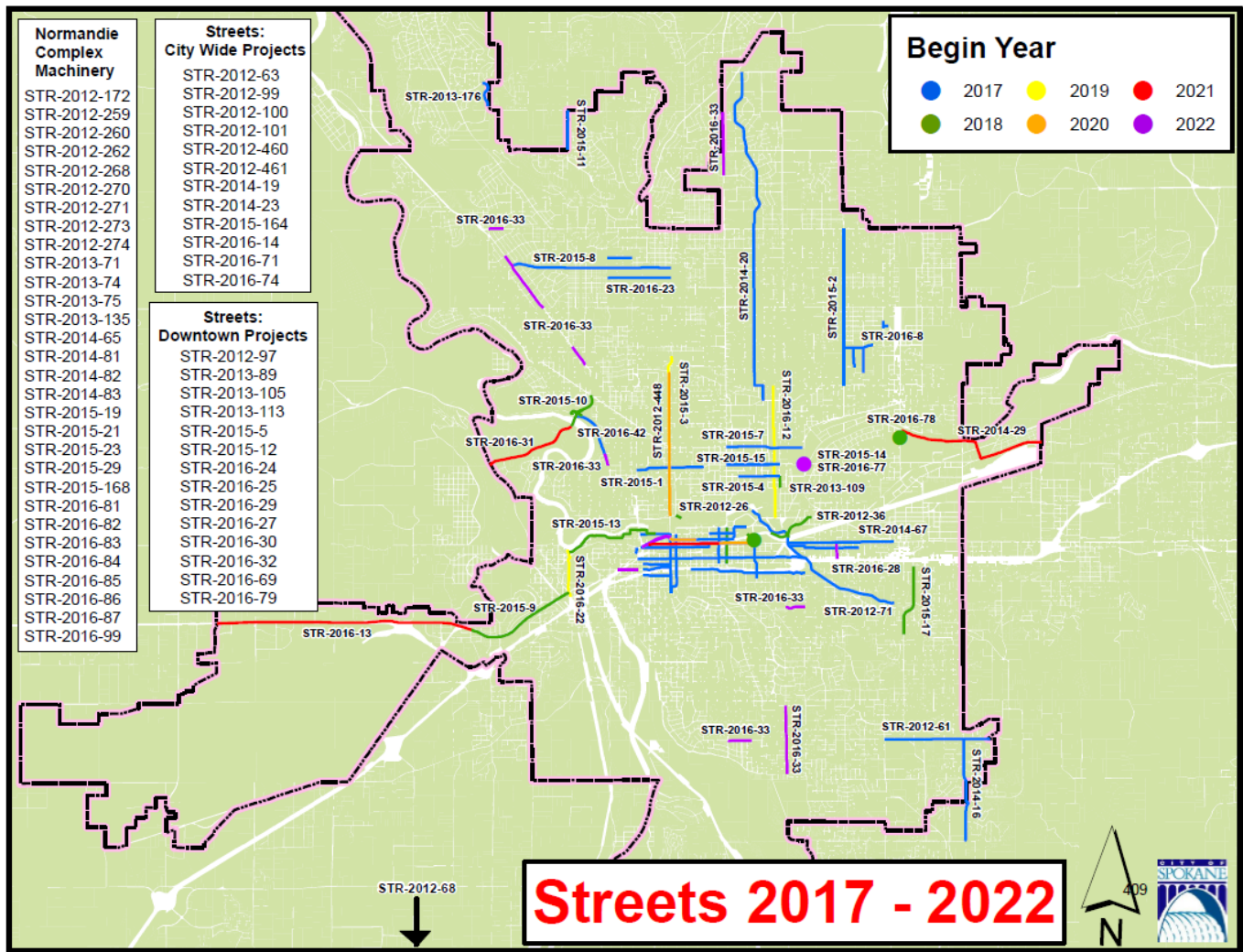


Parks and Recreation Capital Investment Map

[pg. 196 The majority of the Capital Investment occurring within the core of the City and within the CEZ.]

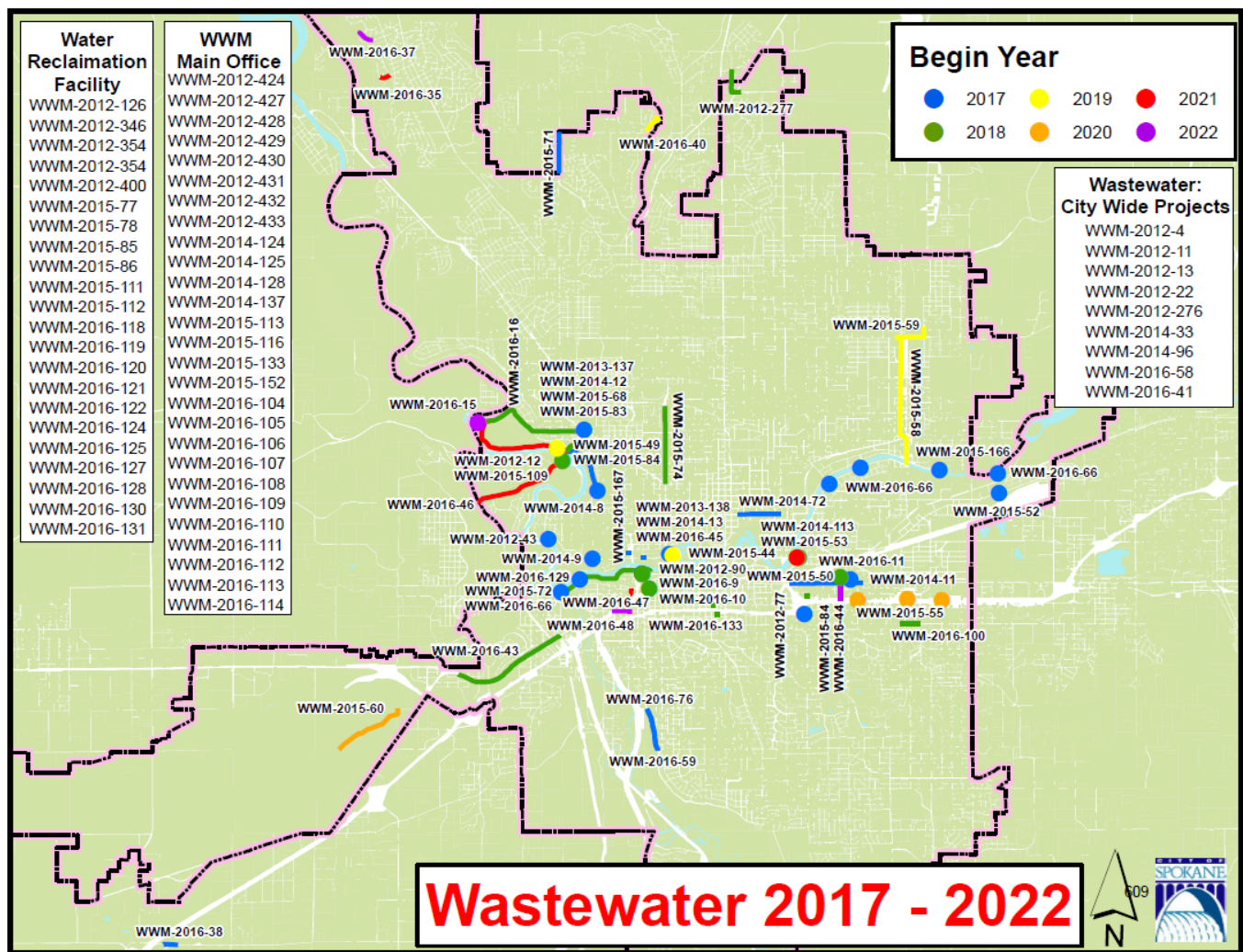


Police Department Capital Investments Map
 [pg. 314 investment occurs in the heart of the CEZ]



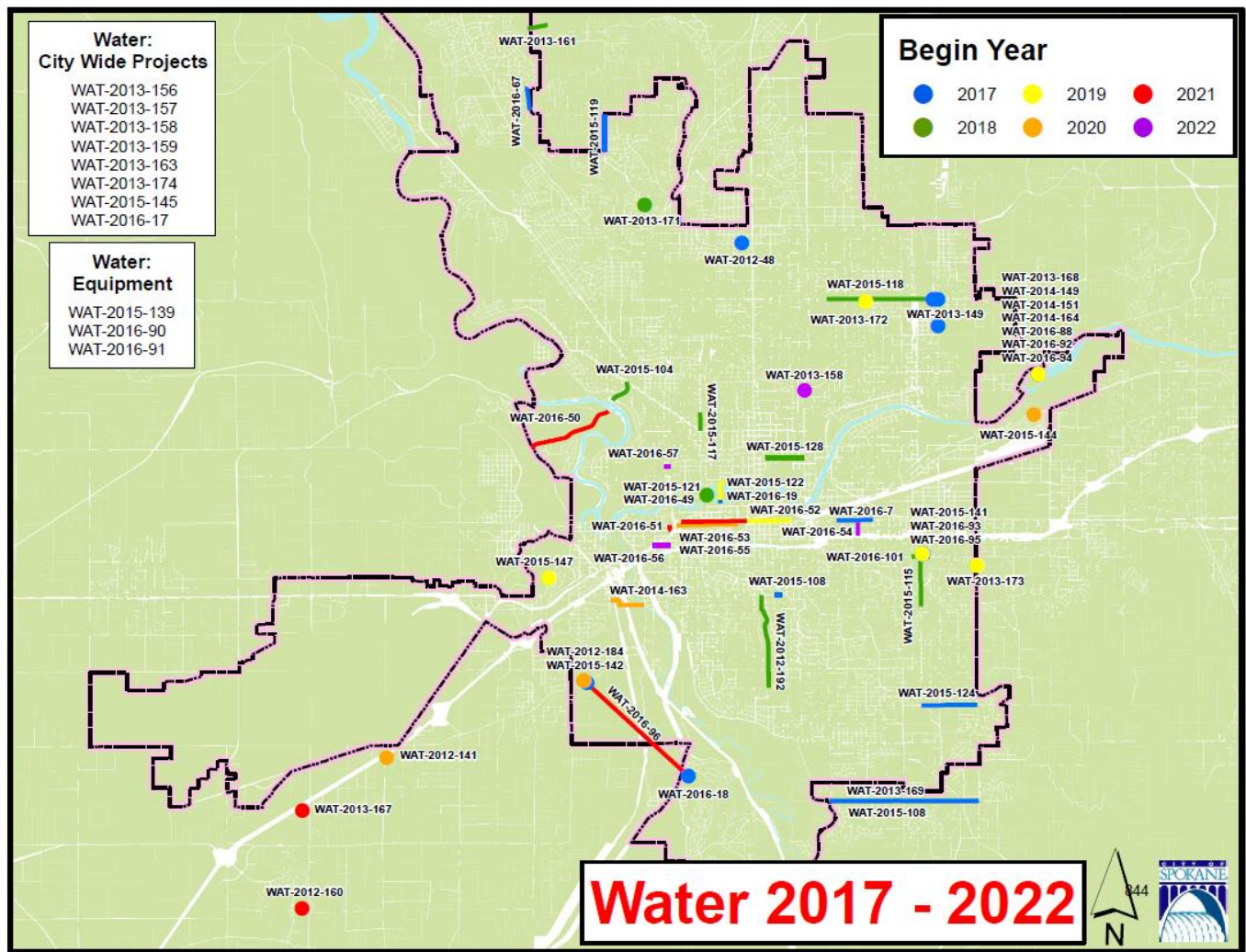
Streets Department Capital Investments Map

[pg. 409 Preponderance of the Streets Capital investments will be made within the CEZ]



Wastewater Capital Investments Map

[pg. 609 virtually all capital investment will occur within the CEZ]



Water Capital Investment Map

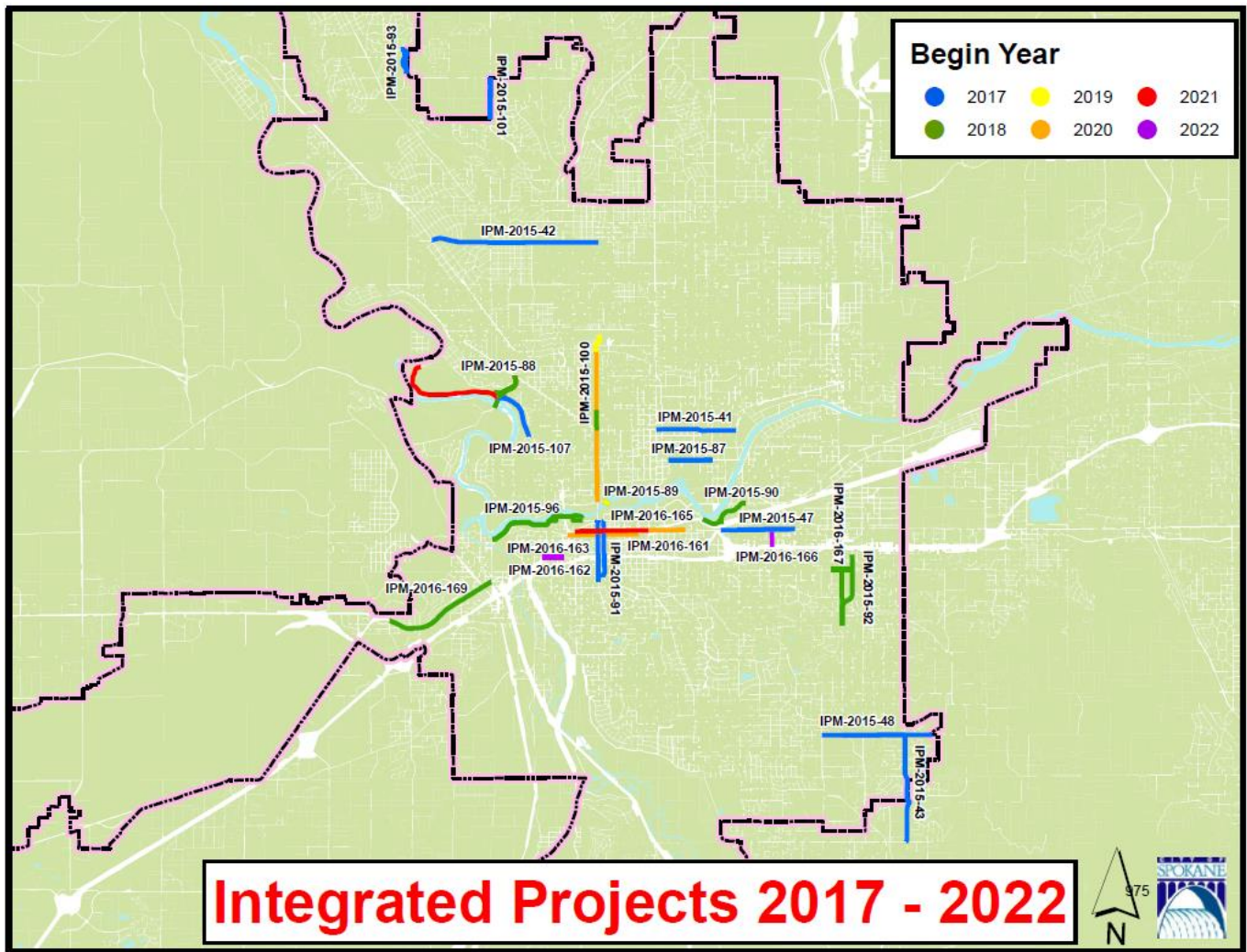
[pg. 844 A significant portion of the capital investments will occur within the CEZ]

Integrated Projects [excerpt pg. 972]

Background

Maintaining the public infrastructure, from streets to sewer lines, that serves, as the community backbone is one of the most important responsibilities of City government. The Citywide Capital Improvement Program is a tool to identify needs the City intends to address over the next six years from all our service areas. These needs are based on the City's Comprehensive Plan goals. Our goals are: (1) Provide Transportation choices; (2) Accommodate access to daily needs and regional destinations; (3) Maximize benefits with integrated public investments; (4) Promote economic opportunity and fiscal responsibility; (5) Enhance public health and safety; (6) Respect Natural & Neighborhood Assets

The challenge is to not only meet these goals but to also consider all the ways streets are used. Ultimately, we want to broaden the traditional definition of streets from one that just considers the variety of mobility uses to a three-dimensional view that also includes belowground connectivity for public utilities such as sewer, water and stormwater. Integrated projects are the result of looking at the street right-of-way in this new way—three-dimensionally.








Integrated Projects Department Capital Investment Map
[pg. 975 most capital investment is centered within the CEZ]

Attachment A: Spokane's Community Empowerment Zone Boundary Map (Black and White)





Spokane's Community Empowerment Zone Boundary Map

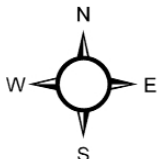
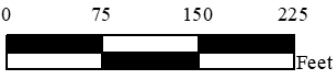
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Legend

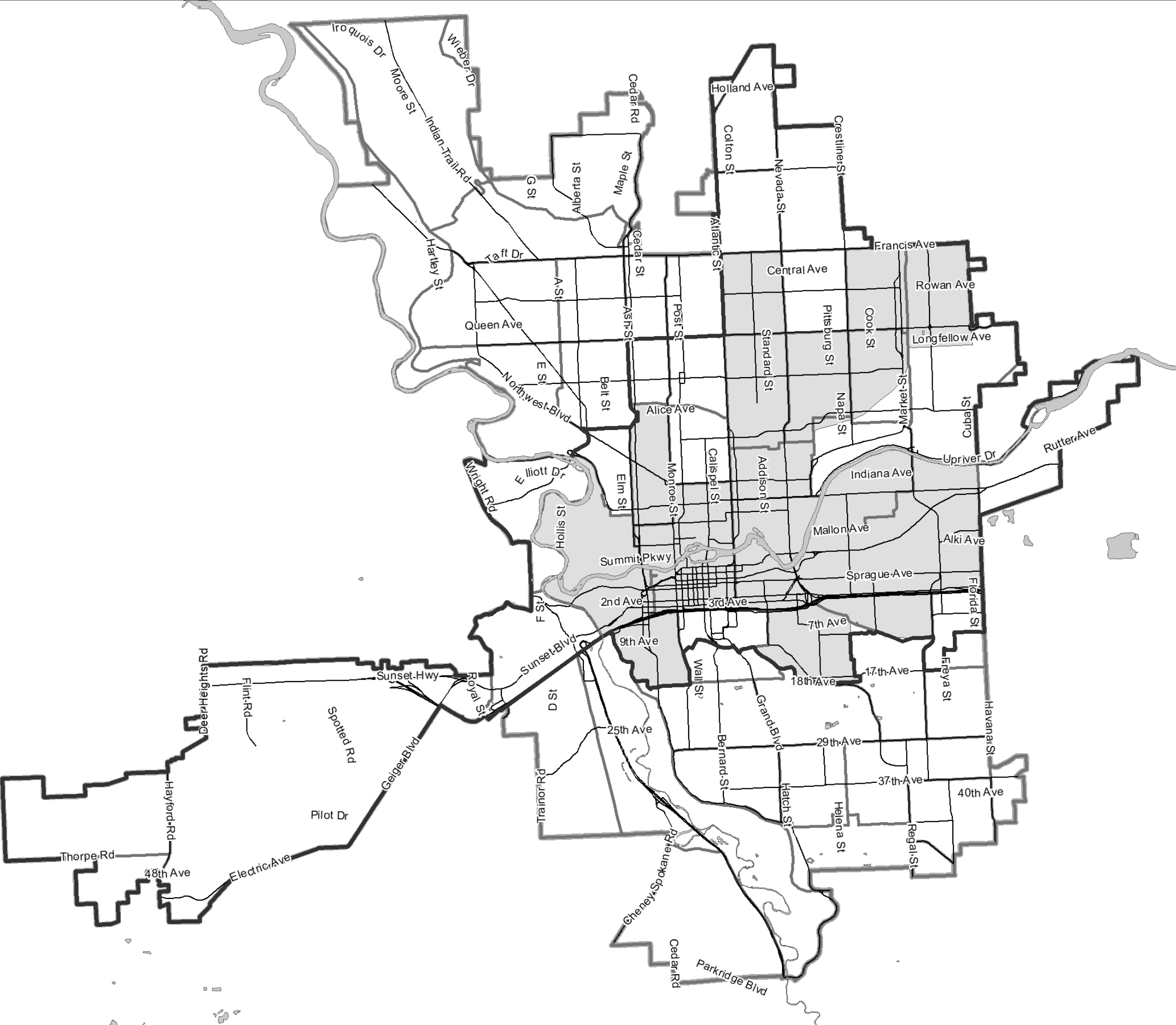
-  2019 CEZ Boundary
-  2001 CEZ Boundary
-  Census Tracts
-  Spokane
-  Waterbody

City Street

-  Freeway
-  Highway
-  Major Arterial
-  Minor Arterial



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.



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

07/22/2019

Date Rec'd

7/10/2019

Clerk's File #

RES 2019-0052

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

MIKE ORMSBY 6287

Project #Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

RESOLUTION DECLARING SURPLUS PROPERTY

Agenda Wording

A Resolution declaring certain utility property surplus to the needs of the City and also authorizing the execution of a Real Property Exchange Agreement with the Spokane School District (District). Legal Notice has been given.

Summary (Background)

The City and District have been working together developing projects that will benefit both entities and the populations they serve. Certain City properties (a portion of the N. Foothills Site and a site adjacent to Mullan Rd. Elementary) would be transferred by the City to the District and the District would transfer property on E. Sprague to the City for library purposes. This resolution also approves the execution of an agreement effecting the transfer of the properties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study Session

7/22/19

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

rromero@spokanecity.org, cwolff@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

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Additional Approvalsachanse@spokanelibrary.org,
comalley@spokanelibrary.orgPurchasing

pdalton@spokanecity.org

mpiccolo@spokanecity.org

jrichman@spokanecity.org

RESOLUTION 2019-0052

A RESOLUTION DECLARING SURPLUS PROPERTY ORIGINALLY ACQUIRED FOR PUBLIC UTILITY PURPOSES AND AUTHORIZING THE TRANSFER OF SAID PROPERTY TO SPOKANE SCHOOL DISTRICT NO. 81.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibits A and B hereto (the "Properties"); and

WHEREAS, the Properties were originally acquired for public utility purposes, but are now surplus to the City's needs and are not required for providing continued public utility service; and

WHEREAS, RCW 35.94.040 authorizes the City to determine that any land or property originally acquired for public utility purposes is surplus to the City's needs and no longer required for providing public utility service; and

WHEREAS, following such determination, the City may, after a public hearing, cause such lands or property to be leased, sold, or conveyed, setting forth the fair market value or rent or consideration to be paid and such other terms and conditions for such disposition as the city deems to be in the best public interest; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property, with RCW 39.33.020 providing the method for the intergovernmental transfer of surplus City property with an estimated value in excess of fifty thousand dollars (\$50,000.00); and

WHEREAS, previously, pursuant to Resolution 2019-0005, the City Council approved a Partnership Umbrella Agreement between Spokane Public Schools, the City of Spokane, and Spokane Public Library (the "Partnership Agreement"); and

WHEREAS, the previously approved Partnership Agreement anticipates the City's transfer of the Properties to Spokane School District No. 81 in exchange for property and other consideration all as detailed in the Partnership Agreement; and

WHEREAS, because of the City Council's approval of the Partnership Agreement and the property transfers anticipated therein, the City Council finds that the process outlined in Chapter 12.10 SMC is unnecessary with respect to the dispositions authorized by this resolution;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council, that the Properties are hereby declared to be surplus to the City's needs and are not required for providing continued public utility service, and that the Mayor is authorized to sign the Real

Property Purchase, Sale and Exchange Agreement attached hereto as Exhibit C and to execute such other documents as are reasonably necessary to consummate the transactions provided for in said agreement.

ADOPTED by the Spokane City Council this _____ day of _____, 20____.

City Clerk

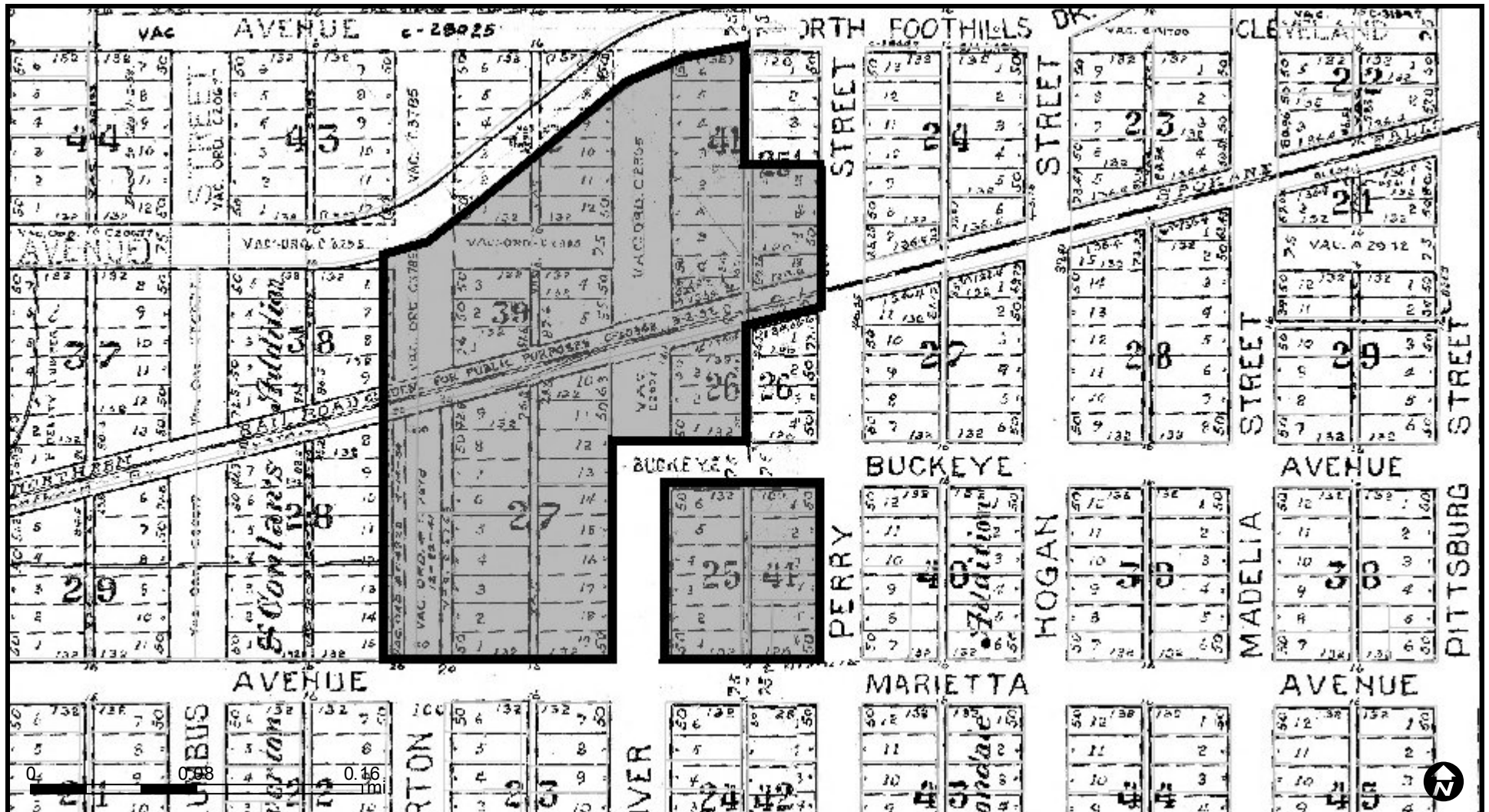
Approved as to form:

Assistant City Attorney

Exhibit A

FOOTHILLS PROPERTY

City of Spokane Foothills Property



City of Spokane GIS

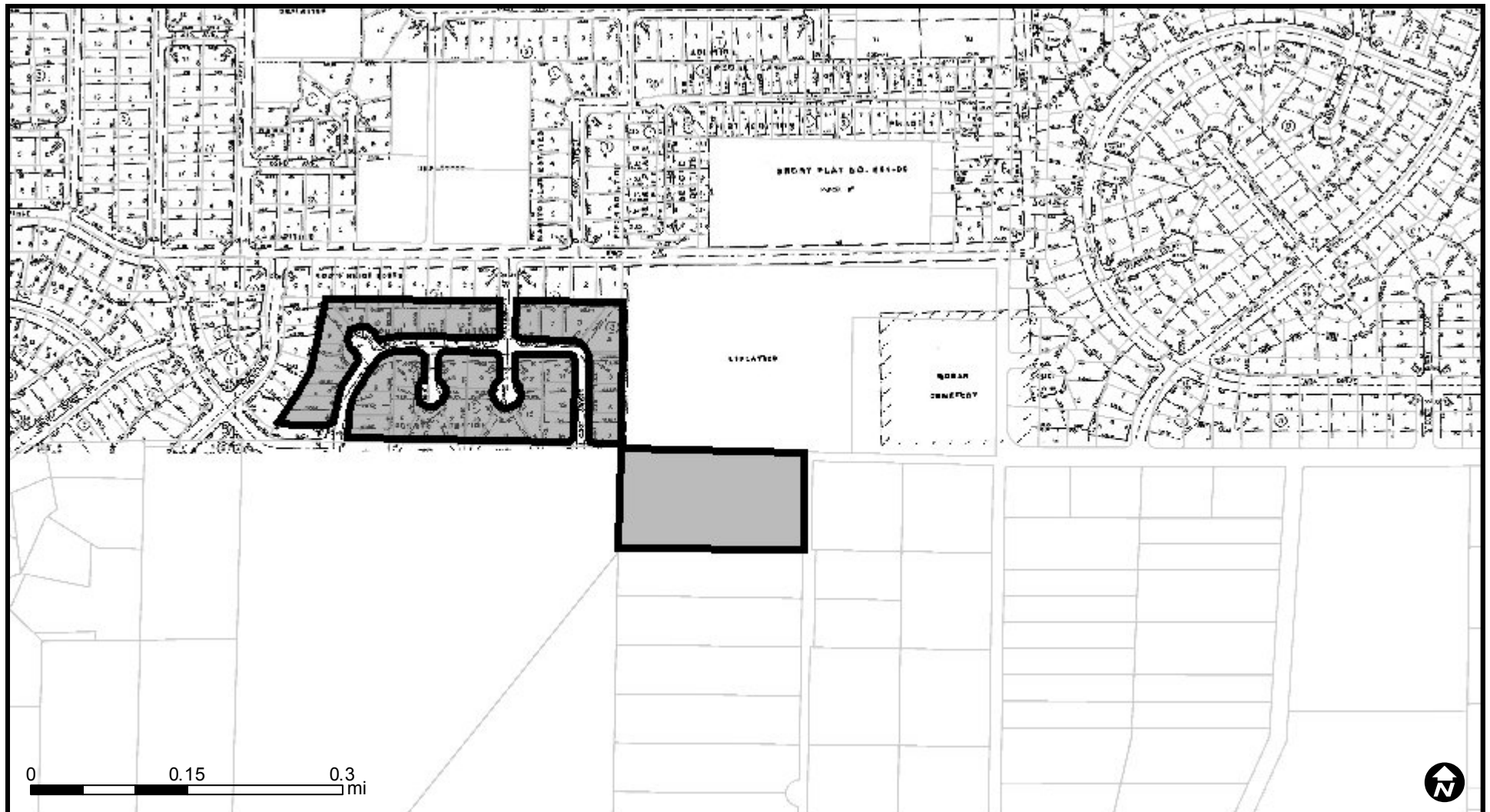


THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Exhibit B

SOUTH SIDE PROPERTY

City of Spokane South Side Property



City of Spokane GIS



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.

Exhibit C

Real Property Purchase, Sale and Exchange Agreement

REAL PROPERTY PURCHASE, SALE AND EXCHANGE AGREEMENT

This Real Property Purchase, Sale and Exchange Agreement (“Agreement”) is made this ____ day of July, 2019 (“Effective Date”), by and between Spokane School District No. 81, a Washington state municipal corporation (“District”), and City of Spokane, a Washington state municipal corporation (“City”). The District and City may be individually referred to as a “Party” and jointly referred to as “Parties” in this Agreement.

RECITALS

WHEREAS, the City and District have entered into a Partnership Umbrella Agreement that contemplates certain property transactions, including property transfers between the City and District;

WHEREAS, the City owns certain real property located adjacent to the South Side Landfill and Mullan Road Elementary near E. 63rd Avenue and S. Altamont Street, in Spokane, Washington (Assessor’s Tax Parcel Nos. 34091.0125, 34044.1915, 34044.1807, 34044.2004, 34044.1903, 34044.2007, 34044.1809, 34044.1806, 34044.2001, 34044.1814, 34044.2008, 34044.1808, 34044.1912, 34044.1904, 34044.1901, 34044.2003, 34044.1902, 34044.1908, 34044.1811, 34044.1914, 34044.2002, 34044.2006, 34044.1910, 34044.1905, 34044.1907, 34044.1812, 34044.1906, 34044.1916, 34044.2005, 34044.1813, 34044.1911, 34044.1810, 34044.1913, 34044.1909, and 34044.1805) and located at 1250 E. North Foothills Drive, in Spokane, Washington (Assessor’s Tax Parcel Nos. 35081.3104, 35081.3402, 35081.3403, 35081.3404, 35081.3301, 35092.2505, 35092.2506, 35092.2507, 35092.5707, 35092.4101, 35092.4102, 35092.4103, 35092.4104, 35092.4105, and 35092.4106), as more particularly described on attached Exhibit A (“City Property”);

WHEREAS, the District owns certain real property located at 2904 E. Sprague Avenue, in Spokane, Washington (Assessor’s Tax Parcel Nos. 35222.0801, 35222.0802, 35222.0803, 35222.0804, 35222.0805, 35222.0806, 35222.0807, and 35222.0808), as more particularly described on attached Exhibit B (“District Property”);

WHEREAS, City desires to sell and District desires to purchase City Property as described on attached Exhibit A;

WHEREAS, District desires to sell and City desire to purchase District Property as described on attached Exhibit B;

WHEREAS, the District Property and the City Property may be collectively referred to as the “Exchange Property” in this Agreement; and

WHEREAS, the Parties also wish to establish up to a 60-foot wide public right-of-way over, under, through, and across the western edge of that certain land to be conveyed by the City to the District pursuant to that certain Option Agreement and Real Estate Purchase and Sale Agreement, dated August 28, 2013, by and between the Parties (“Option Agreement”), relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement.

WHEREAS, the Parties agree that the purchase, sale and exchange transaction contained herein is an intergovernmental disposition of property made pursuant to Chapter 39.33 RCW and that each party has held a public hearing with proper and timely notice per RCW 39.33.020.

NOW THEREFORE, in consideration of the following terms, conditions and covenants, the Parties agree as follows:

AGREEMENT

1. **Purchase, Sale and Exchange.** The Parties hereby agree to convey and exchange the District Property for the City Property and vice versa. In addition, the District hereby agrees to convey to the City a 60-foot wide strip of land for public street purposes and all uses incidental thereto, in substantial form and content as set forth in Exhibit C.

2. **Consideration and Full Value.** The Parties have concluded, after due diligence by each, that the District and City will each receive, as consideration, full value for the exchange of properties due to: (a) the respective value of each property; (b) the right by each party to use each other's property as described in the Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation, and (c) the other benefits, efficiencies, and value accruing to each party by virtue of this Agreement and by virtue of the other agreements to be entered into by the Parties and as described more fully and contemplated by in the Partnership Umbrella Agreement, dated February 14, 2019. The Parties further conclude, after due diligence by each, that the District and City shall receive equivalent full value for the exchange of properties and the other consideration described herein, and thus no cash shall be exchanged between the Parties.

3. **Escrow and Title Insurance.**

3.1 **Escrow.** The purchase and sale of the Exchange Property shall be accomplished through an escrow ("Escrow") established at First American Title Insurance Company, 40 E. Spokane Falls Blvd., Spokane, WA 99202 (509) 456-0550, or other entity mutually agreed upon by the Parties ("Escrow Holder"). Upon the request of the Escrow Holder, the Parties shall execute any supplemental escrow instructions required by Escrow Holder for the purpose of implementing and carrying out the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the escrow instructions, this Agreement shall control.

3.2 **Close of Escrow.** The purchase and sale of the Exchange Property will close on or before **Thursday, October 31, 2019**, or such other date as the Parties may agree upon in writing ("Closing Date").

3.3 **City Title Policy.** Escrow Holder, unless otherwise advised by District, shall cause a Title Insurance Company ("Title Insurance Company") to issue City an owner's policy of title insurance ("City Title Policy"), with liability in the amount of \$1,000,000.00 showing title to the District Property vested in City, subject only to the City Permitted Exceptions (as defined below).

3.4 **District Title Policy.** Escrow Holder, unless otherwise advised by City, shall cause Title Insurance Company to issue District owners policies of title insurance ("District Title Policies"), with liability in the amount of \$1,000,000.00 showing title to the City Properties vested in District, subject only to the District Permitted Exceptions (as defined below).

3.5 **Permitted Exceptions.** As used in this Agreement, "City Permitted Exceptions" means such matters appearing in the commitment for the City Title Policy as may be approved in writing by City or deemed approved by City as provided in this Agreement.

As used in this Agreement, “District Permitted Exceptions” means such matters appearing in the commitment for the District Title Policies as may be approved in writing by District or deemed approved by District as provided in this Agreement.

3.6 Actions of Escrow Holder. On the Closing Date, Escrow Holder shall perform the following:

3.6.1 Statutory Warranty Deeds and Right-of-Way Dedication Deed. Cause Statutory Warranty Deeds and Right-of-Way Dedication Deed, with accompanying excise tax affidavits and any other applicable documents, to be recorded in the official records of the County where the Exchange Property is located, and obtain conformed copies thereof for distribution to District and City.

3.6.2 Disburse Funds. Disburse all funds deposited with Escrow Holder as follows (and in the following order):

Pay all closing costs to be paid through Escrow (including, without limitation, recording fees, property and excise taxes, if any, premiums for the City Title Policy and District Title Policies and escrow fees);

Pay, or cause to be removed from title, all mortgages, deeds of trust and other liens; and

Disburse any remaining funds to the Parties in accordance with separate wiring or other payment instructions delivered to Escrow Holder.

3.7 Additional Matters. Escrow Holder shall:

Direct the Title Insurance Company to issue the City Title Policy to City and the District Title Policies to District; and

Deliver to the Parties: (i) conformed copies of the Statutory Warranty Deeds and other recorded documents; (ii) originals of the Closing Documents; (iii) City’s closing statement and (iv) District’s closing statement.

4. Closing Matters. The Parties shall execute and deliver to Escrow Holder the following documents, before the Closing Date and, except as otherwise provided below, Escrow Holder shall deliver to the Parties immediately following the Closing Date, the following documents (“Closing Documents”), all in form and substance acceptable to the Parties:

4.1 Statutory Warranty Deeds and Right-of-Way Dedication Deed. Statutory Warranty Deed, in recordable form, conveying title to the District Property to City free and clear of all defects and encumbrances and subject only to the City Permitted Exceptions (“City Deed”), which shall be recorded at the time of the Closing Date. The City Deed shall provide that the District Property is to be used for purposes of construction of a new library and, if a new library is not constructed on the property within ten (10) years, title shall revert to the District.

Statutory Warranty Deeds, in recordable form, conveying title to the City Properties to District free and clear of all defects and encumbrances and subject

only to the District Permitted Exceptions (“District Deeds”), which shall be recorded at the time of the Closing Date. The District Deeds shall provide that the City Properties are to be used for purposes of construction of new schools and, if the District does not construct a new school on the property within ten (10) years, title shall revert to the City.

The City Deed and the District Deeds are collectively referred to as the “Deeds.”

Public Right-of-Way Dedication Deed, in recordable form, in substantial form and content as set forth in Exhibit C, which shall be recorded at the time of the Closing Date. The Right-of-Way Dedication Deed shall provide that the right-of-way is to be used for public street purposes and all uses incidental thereto and, if a new public street is not constructed on the property within ten (10) years, the easement shall revert to the District.

- 4.2 **FIRPTA**. Non-foreign person affidavits (“FIRPTA Affidavits”) stating that District and City are not foreign persons as defined in Section 1445(b)(2) of the Internal Revenue Code.
- 4.3 **Real Estate Excise Tax Affidavits**. The parties shall execute Real Estate Excise Tax Affidavits.
- 4.4 **Other Documents**. All other documents reasonably necessary to effectuate the transactions contemplated by this Agreement.

5. **Closing Costs**.

5.1 **City Closing Costs**. On the Closing Date, City shall pay the following costs:

- 5.1.1 The cost of a standard owner’s policy for the District Title Policies.
- 5.1.2 Prorated real property taxes.
- 5.1.3 Recording fees for recording of the City Deeds and the Right-of-Way Dedication Deed.
- 5.1.4 Real estate excise taxes applicable to the sale of the City Properties (the Parties agree that the sale of City Properties is not subject to payment of real estate excise taxes).
- 5.1.5 One-half of the escrow fees.

5.2 **District Closing Costs**. On the Closing Date, District shall pay the following costs:

- 5.2.1 The cost of a standard owners’ policies for the City Title Policy.
- 5.2.2 Prorated real property taxes.
- 5.2.3 Recording fees for recording of the District Deed.

5.2.4 Real estate excise taxes applicable to the sale of the District Property (the Parties agree that the sale of District Property is not subject to payment of real estate excise taxes).

5.2.5 One-half of the escrow fees.

6. Conditions Precedent.

6.1 City's Conditions. City's obligation to purchase the District Property and sell the City Properties is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. As used herein, the term "Feasibility Date" shall mean from the Effective Date until the Closing Date. City may waive in writing any or all of such conditions, without prejudicing or affecting any other rights City may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, City shall have the right to cancel Escrow, and terminate this Agreement without liability.

6.1.1 Title Commitment.

(1) Within thirty (30) calendar days after the later of the Effective Date of this Agreement or the City's receipt of the commitment for the City Title Policy with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("City's Title Review Period"), City may give written notice to the District identifying any title exceptions to the City Title Policy disapproved by City (for purposes of this Section only, "City's Title Notice"). If City fails to give such notice, City shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by District at District's cost on or before the Closing Date.

(2) If District will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) calendar days after receipt of City's Title Notice, District shall give written notice to City identifying the disapproved title exceptions that District is unable to remove (for purposes of this Section only, "District's Title Notice"). If District fails to give such notice, District shall be deemed to have agreed to remove the title exceptions disapproved by City.

(3) City shall have until the Closing Date to either: (i) approve the title exceptions identified in District's Title Notice that District is unable to remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to District and Escrow Agent. If City fails to deliver such notice to District, City shall be deemed to have disapproved of the title exceptions identified in the District's Title Notice that District is unable to remove.

6.1.2 Due Diligence. City shall have ninety (90) calendar days ("Due Diligence Period") after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as City deems necessary. Upon review of such

investigation City may, at its option, terminate this Agreement during the Due Diligence Period.

The District shall provide to City, or make available to City for inspection, as soon as possible (but in any event no later than ten (10) calendar days after the Effective Date) all materials relating to the District Property specified in this Section 6.1.2 that exist and that are in the District's actual possession or that the District knows exist and to which the District has access (collectively, the "City Due Diligence Materials"). If the District thereafter discovers any additional items that should have been included among the due diligence materials, the District shall promptly deliver them to the City. City Due Diligence Materials will include:

- copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to the District's knowledge, affect title to the District Property and that are not disclosed by the Preliminary Commitment;
- all surveys, plats or plans relating to the District Property;
- all leases for the District Property, or any portion thereof, if any, which remain in effect;
- all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;
- all labor contracts affecting the District Property, if any;
- all warranties and guarantees affecting any portion of the District Property;
- notice of any existing or threatened litigation affecting or relating to the District Property and copies of any pleadings with respect to that litigation;
- (i) all governmental permits and approvals obtained or held by the District and relating to (A) the construction, operation, use or occupancy of any part of the District Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the District Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 6.1.2; and
- (i) all environmental assessment reports with respect to the District Property that were performed or that are being performed by or for the District and remain in the possession of or reasonably available to the District, (ii) any raw data that relates to the environmental condition of the District Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous material and/or substances on, in or under the District Property, and (iv) any other information material to the environmental condition or potential contamination of the District Property.

6.1.3 Title Policy. The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the City Title Policy. There shall have been no material adverse change to the District Exchange Property.

6.1.4 No Pending Actions. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the District

Exchange Property to City; or (2) the outcome of which would have an adverse effect on City's ownership of the District Exchange Property.

6.2 District's Conditions. District's obligation to purchase the City Properties and sell the District Property is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. The District may waive in writing any or all of such conditions, without prejudicing or affecting any other rights District may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, District shall have the right to cancel Escrow and terminate this Agreement without liability.

6.2.1 Title Commitment.

(1) Within thirty (30) calendar days after the later of the Effective Date of this Agreement or the District's receipt of the commitment for the District Title Policies with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("District's Title Review Period"), District may give written notice to City identifying any title exceptions to the District Title Policies disapproved by District (for purposes of this Section only, the "District's Title Notice"). If District fails to give such notice, District shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by City at City's cost on or before the Closing Date.

(2) If City will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) calendar days after receipt of District's Title Notice, City shall give written notice to District identifying the disapproved title exceptions that City is unable to remove (for purposes of this Section only, the "City's Title Notice"). If City fails to give such notice, City shall be deemed to have agreed to remove the title exceptions disapproved by District.

(3) District shall have until the Closing Date to either: (i) approve the title exceptions identified in the City's Title Notice that City is unable to remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to City and Escrow Agent. If District fails to deliver such notice to City, District shall be deemed to have disapproved the title exceptions identified in the City's Title Notice that City is unable to remove.

6.2.2 Due Diligence. District shall have ninety (90) calendar days ("Due Diligence Period") after execution of this Agreement after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as District deems necessary. Upon review of such investigation, the District may, at its option, terminate this Agreement during the Due Diligence Period.

The City shall provide to District, or make available to the District for inspection, as soon as possible (but in any event no later than ten (10) calendar days after the Effective Date) all materials relating to the City Property specified in this Section 6.2.2 that exist and that are in the City's actual possession or that the City knows exist and to which the City has access (collectively, the "District Due Diligence Materials"). If the City thereafter

discovers any additional items that should have been included among the due diligence materials, the City shall promptly deliver them to the District. District Due Diligence Materials will include:

- copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to the City's knowledge, affect title to the City Property and that are not disclosed by the Preliminary Commitment;
- all surveys, plats or plans relating to the City Property;
- all leases for the City Property, or any portion thereof, if any, which remain in effect;
- all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;
- all labor contracts affecting the City Property, if any;
- all warranties and guarantees affecting any portion of the City Property;
- notice of any existing or threatened litigation affecting or relating to the City Property and copies of any pleadings with respect to that litigation;
- (i) all governmental permits and approvals obtained or held by the City and relating to (A) the construction, operation, use or occupancy of any part of the City Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the City Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 6.1.2; and
- (i) all environmental assessment reports with respect to the City Property that were performed or that are being performed by or for the City and remain in the possession of or reasonably available to the City, (ii) any raw data that relates to the environmental condition of the City Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous material and/or substances on, in or under the City Property, and (iv) any other information material to the environmental condition or potential contamination of the City Property.

6.2.3 Title Policy. The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the District Title Policies. There shall have been no material adverse change to the City Exchange Properties.

6.2.4 No Pending Actions. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the City Exchange Properties to District; or (2) the outcome of which would have an adverse effect on District's ownership of the City Exchange Properties.

6.3 Parties' Conditions. The Parties obligation to close is also conditioned upon:

6.3.1 Interlocal Cooperation Agreement. Execution by all named parties, on or before July 31, 2019, of the Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation; and

6.3.2 Right-of-Way Dedication Deed. The District's delivery of a Right-of-Way Dedication Deed, in the form attached hereto as Exhibit C.

7. Right of Entry. Following acceptance of this Agreement, each Party, its agents, employees, contractors or its potential tenants/users may enter the Exchange Property to be purchased by such Party for the purpose of investigating, inspecting, surveying, testing the soil or improvements (including buildings, structures, etc.) and conducting feasibility studies to determine the suitability of such Exchange Property, including improvements for such Party's intended use. The Party entering such Exchange Property, its agents, contractors or tenants/users shall, in a commercially reasonable manner, have the right to conduct invasive testing or boring, with the prior consent of the Party that owns such Exchange Property, which shall not be unreasonably withheld.

City agrees to indemnify and hold District harmless for any loss, cost or expense resulting from damage to the District Exchange Property, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of District or its agents. District agrees to indemnify and hold City harmless for any loss, cost or expense resulting from damage to the City Exchange Properties, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of the City or its agents.

Each Party shall provide the other with reasonable prior written notice of its intent to enter such Exchange Property describing the date of entry, the purpose and activities to be conducted on such Exchange Property. A Party's activity or work on such Exchange Property shall be performed with minimum disturbance to such Exchange Property. Upon completion of the work or activity, such Exchange Property shall be restored to the condition in which it was found.

8. Cooperation. The Parties agree to cooperate in the execution of all documents or instruments reasonably necessary to affect the conveyance of the Exchange Property, and such other and further documentation as is required by either Party to perform the obligations of the Parties hereunder.

9. Consents, Approval, and Agreement. Any requirement of consent, permission approval or agreement in this Agreement by a Party shall be accomplished in good faith, and in such Party's reasonable discretion.

10. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered when received at the address set forth below.

If to District:

Spokane Public Schools
Associate Superintendent, School Support Services
200 North Bernard Street
Spokane, Washington 99201
(509) 354-7272

If to City:

City of Spokane
Mayor
7th Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201
(509) 625-6064

Copy to:

City Attorney
5th Floor, City Hall
808 West Spokane Falls Blvd
Spokane, WA 99201

11. **Possession.** City shall be entitled to possession of the District Exchange Property on the Closing Date, and District shall be entitled to possession of the City Exchange Properties on the Closing Date.

12. **Time.** Time is of the essence with respect to this Agreement. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance shall extend to the next business day.

13. **Default.** If either party breaches its obligation to purchase the Property in accordance with the terms of this Agreement and Escrow fails to close by reason of such breach, then the non-breaching Party's sole remedy for such breach shall be to terminate this Agreement.

14. **Entire Agreement and Modification.** This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

15. **Binding Effect and Governing Law.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Washington.

16. **Attorneys' Fees.** If any action is brought by either Party against the other party related to the enforcement of this Agreement or any document or instrument delivered pursuant hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action or any appeal thereof. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include expert witness fees, printing, duplicating and other expenses, delivery charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

17. **As-Is Sale.** THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND STATUTORY WARRANTY DEEDS, (I) THEY ARE BUYING THEIR RESPECTIVE PORTIONS OF THE EXCHANGE PROPERTY ON AN “AS-IS” BASIS; (II) THEY HAVE MADE OR WILL HAVE MADE THEIR OWN INVESTIGATIONS AND INSPECTIONS OF THE EXCHANGE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL ASPECTS OF THE EXCHANGE PROPERTY AND THE EXCHANGE PROPERTY’S COMPLIANCE WITH ALL LAWS APPLICABLE TO THE EXCHANGE PROPERTY’S CURRENT OR INTENDED USE OR DEVELOPMENT; (III) THEY ARE RELYING SOLELY ON SUCH REPORTS AND THEIR OWN INVESTIGATIONS AS TO THE EXCHANGE PROPERTY, ITS CONDITION AND OTHER CHARACTERISTICS AND COMPLIANCE WITH LAWS; AND (IV) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THEY ARE NOT MAKING THE PURCHASE OF THE EXCHANGE PROPERTY IN RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS, EXPRESS OR IMPLIED, MADE BY THE OTHER PARTY, AS TO THE CONDITION OF OR CHARACTERISTICS OF THE EXCHANGE PROPERTY, ITS FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, THE EXCHANGE PROPERTY’S COMPLIANCE WITH ANY ZONING OR OTHER RULES, REGULATIONS, LAWS OR STATUTES APPLICABLE TO THE EXCHANGE PROPERTY, OR THE USES PERMITTED ON, OR THE DEVELOPMENT REQUIREMENTS FOR, OR ANY OTHER MATTERS RELATING TO THE EXCHANGE PROPERTY.

18. **Representations and Warranties.** The Parties make the following representations and warranties, each of which is material and relied upon by the other Party. The provisions of this Section will survive Close of Escrow.

18.1 **Environmental.** The Parties make no representations or warranties of any kind concerning the environmental condition of the Exchange Property being sold by such Party. Each of the Parties shall make a good faith effort to provide copies to the other Party of all material environmental studies and audits conducted in relation to the Exchange Property in the last thirty (30) years of which a Party has custody or control. Notwithstanding any other provisions of this Agreement, the Parties acknowledge and agree that the representations and warranties contained in this Section are the only representations and warranties given by the Parties with respect to environmental matters or compliance with environmental laws and hazardous substances and no other provisions of this Agreement shall be interpreted as containing any representation or warranty with respect thereto.

18.2 **Binding Agreements, Authority, and Conflicts.** This Agreement and all exhibits and documents to be delivered by the Parties pursuant to this Agreement have been duly executed and delivered by the Parties and constitute the valid and binding obligations of the Parties, enforceable in accordance with their terms. Each Party has all necessary authority, has taken all action necessary to enter into this Agreement and to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery and performance of this Agreement will not conflict with or constitute a breach or default under the organizational documents of the Parties and, to each Party’s knowledge, (i) any material instrument, contract, or other agreement to which a Party is a party which affects the portion of the Exchange Property being sold by such Party; or (ii) any statute or any regulation, order, judgment or decree of any court or governmental authority.

18.3 **Sole Owner.** City is the sole fee owner of the City Exchange Properties and has good and marketable title thereto. District is the sole fee owner of the District Exchange Property and has good and marketable title thereto.

18.4 Condemnation. There is no pending or, to each Party's knowledge, threatened condemnation affecting the portion of the Exchange Property being sold by such Party. There is no pending or, to each Party's knowledge, threatened proceedings that would adversely affect access to the portion of the Exchange Property being sold by such Party.

19. Survival. All provisions of this Agreement which by their terms would survive the Close of Escrow shall survive the Close of Escrow and not be merged with the Deeds.

20. Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.

21. Survey and Legal Lot. The City Properties are in the process of being created into legal lots by the City, and the City shall supply at its sole cost and expense a survey and legal description of the City Properties substantially conforming to the depiction set forth on Exhibit B. The survey shall be prepared by a professional land surveyor in the State of Washington.

The City shall diligently pursue such subdivision approvals or boundary line adjustments and pay all the costs thereof. At the Closing Date, the City shall ensure the City Properties are legal lots under applicable state and local subdivision or boundary line adjustment laws and regulations.

22. Cooperation After Closing. After the Closing Date, the parties shall execute such documents and take further actions as may be reasonably required or desirable to carry out the provisions and intent of this Agreement.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

CITY:

By: _____
Linda McDermott
Associate Superintendent,
School Support Services

By: _____
David A. Condon
Mayor

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Legal Descriptions of City Properties

Real property in the County of Spokane, State of Washington, described as follows:

South Side Landfill Buffer Parcels

Lots 5 through 14, Block 1; Lots 1 through 16, Block 2; Lots 1 through 7, Block 3; TOGETHER WITH a 10 foot strip between Lots 4 and 5, Block 3 (Dedicated for use as access to adjacent school property) All of South Ridge Forest Forth Addition, as per Plat thereof recorded in Volume 15 of Plats, page 23,

And Lot 3 of MCINNIS TRACTS, according to plat recorded in Volume "P" of Plats, Page 33, including the south half of vacated 65th Avenue lying north of and adjacent to lot 3, and west of Mount Vernon Road, in Spokane County, Washington.

Foothills Properties

Blocks 27, 39, 41, 42 and all of vacated Morton Street lying between Blocks 27, 28, 38 and 39 and all of vacated Grace Avenue lying between Blocks 39 and 42 and all of vacated Denver Street lying between Blocks 39, 41, 42 and all of the alleys in said Blocks 27, 39, 41 and 42 and the platted Spokane and Northern Railroad right of way lying southerly and adjacent to said Blocks 39 and 41, Wolverton and Conlan's Addition, according to Plat recorded in Volume "B" of Plats, Page 59.

Together with the East 21.00 feet of said Block 28;

Also together with the extension of said East 21.00 feet of said Block 28, North to the south line of said Block 38;

Also together with the East 21.00 feet of said Block 38;

Also together with the extension of said East 21.00 feet of said Block 38, North to the south right of way of said North Foothills Drive;

Except all those portions of Land lying northerly of the south right of way line of said North Foothills Drive.

And being more particularly described as follows:

Beginning at the northeast corner of Lot 6 of said Block 41, and being on the south right of way of North Foothills Drive, Thence southerly along the east line of said Block 41 to the intersection of the south line of the Spokane and Northern Railroad and the northeast corner of Lot 4 of Block 26; Thence southwesterly along the south right of way of said Spokane and Northern Railroad to the Northeast corner of Lot 10 of said Block 27; Thence southerly along the east line of said Block 27 to the southeast corner of said Block 27; Thence westerly along the south line of said Block 27 to the southwest corner of said Block 27; Thence westerly to the southeast corner of said Block 28; Thence westerly along said south line, 21.00 feet; Thence northerly with a line parallel with and 21.00 feet west of the easterly line of said Blocks 28 and 38 to the south right of way of said North Foothills Drive;

Thence northeasterly along said south line of North Foothills Drive to the **Point of Beginning**.

All situate in the City of Spokane, Spokane County, Washington.

Containing ± 10.10 Acres of land more or less.

Parcel 35092.2505

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25

North, Range 43 East, W.M., more particularly described as follows:

Lots 5 and 6 of Block 25 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.2506

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 7, Block 25 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.2507

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 8, Block 25 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.5707 (This one could change based on data from the Clerk's office)

A portion of the Burlington Northern Railroad, located in the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

That portion the Burlington Northern Railroad, Newport to Spokane Branch (formerly the Spokane Falls & Northern Railroad), 60 feet wide, being 30 feet wide on each side of said Main Track centerline across the northwest quarter of said Section 9 lying between the west line of said northwest quarter and the westerly right-of-way line of Perry Street,

All situate in City of Spokane, State of Washington.

Parcel 35081.3402

A portion of the Wolverton and Conlan's Addition, as per plat recorded in Volume B of Plats, Page 59, records of Spokane County, all being in located in the northeast quarter of Section 8, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lots 1 thru 4 of Block 26 of said Wolverton and Conlan's Addition,

Together with that portion of vacated Denver Street (per City of Spokane Ordinance C-3071, dated 5-7-1923) and described as follows:

A strip of land lying between the south line of the right of way of the Spokane Falls & Northern Railway Company and the north line of Buckeye Avenue extended and that portion lying east of the east line of Block 27 and west of the west line of said Block 26, the sidelines of the above described strip of land shall be extended and shortened to terminate at the said Spokane Falls & Northern Railway Company southerly right of way line and said Buckeye Avenue extension,

All situate in City of Spokane, State of Washington.

Parcel 35081.3301

A portion of the Wolverton and Conlan's Addition, as per plat recorded in Volume B of Plats, Page 59, records of Spokane County, all being in located in the northeast quarter of Section 8, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lots 1 thru 6 of Block 25 of said Wolverton and Conlan's Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4101

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 1, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4102

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 2, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4103

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 3, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4104

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 4, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4105

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

The west 40 feet of Lots 5 and 6 of Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4106

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lots 5 and 6 of Block 41 of said Avondale Addition,

Except the west 40 feet,

All situate in City of Spokane, State of Washington.

In the event such legal description should be inaccurate or incomplete, it is agreed between the Parties that the Escrow Holder may supply or correct such description.

Exhibit B

Legal Descriptions of District Properties

Sprague Avenue Parcels

Real property in the County of Spokane, State of Washington, described as follows:

LOTS 1 THROUGH 12 INCLUSIVE, BLOCK 2, BISBEE'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "B" OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

In the event such legal description should be inaccurate or incomplete, it is agreed between the Parties that the Escrow Holder may supply or correct such description.

Exhibit C

AFTER RECORDING RETURN TO:

City Clerk
City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201

Ptn. Parcel No. _____

RIGHT-OF-WAY DEDICATION DEED

THE GRANTOR, Spokane School District No. 81, a Washington state municipal corporation, for good and valuable consideration in hand paid, dedicates to the City of Spokane, a municipal corporation of the State of Washington, an easement for public street purposes and all uses incidental thereto, the real property described in Exhibit "A" hereto, situate in the City and County of Spokane, State of Washington, SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record.

Prior to the initial construction, removal, or replacement of the public street, Grantee shall submit notice of the same to the Grantor. No such work by Grantee shall be commenced without the Grantor's prior written approval, which approval shall not be unreasonably withheld or delayed. Grantee shall coordinate the dates of its construction with the Grantor. Grantee shall exercise its rights under this instrument so as to minimize interference with Grantor's use of Grantor's adjoining property for school purposes. The Grantor shall have no obligation to pay for any costs and expenses of the installation, maintenance, repair, removal, and replacement of the public street or appurtenances thereto.

If a public street is not constructed on the property within ten (10) years, this easement and all of Grantee's rights hereunder shall, without any payment to Grantee, automatically terminate and revert to Grantor.

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

Grantee:	City of Spokane Mayor Fifth Floor, City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201
Grantor:	Spokane Public Schools Associate Superintendent, School Support Services 200 North Bernard Street Spokane, Washington 99201

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be executed by affixing its signature hereunto this ____ day of _____, 2019.

GRANTOR

By: _____
Its: Associate Superintendent, School Support Services

GRANTEE

By: _____
Its: _____

Exhibit "A"
[Exhibit to ROW Deed/City working on legal description]

STATE OF WASHINGTON)
 :ss.
County of Spokane)

This record was acknowledged before me on _____, 2019 by Linda McDermott as Associate Superintendent, School Support Services of Spokane School District No. 81, a Washington state municipal corporation.

Notary Public in and for the State of Washington,
My commission expires:_____

STATE OF WASHINGTON)
 :ss.
County of Spokane)

This record was acknowledged before me on _____, 2019 by _____
as _____ of City of Spokane, a Washington state municipal corporation.

Notary Public in and for the State of Washington,
My commission expires:_____

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

07/22/2019

Date Rec'd

7/10/2019

Clerk's File #

OPR 2019-0534

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

MIKE ORMSBY 6287

Project #Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

INTERLOCAL AGREEMENT WITH SPOKANE PUBLIC SCHOOLS

Agenda Wording

This Agreement between Spokane Public Schools, City of Spokane, Spokane Parks & Recreation and Spokane Public Library (SPL) has been approved by the School Board and the Boards of Parks and the SPL and is now before the City Council for consideration

Summary (Background)

This Interlocal Agreement identifies the framework for collaborative efforts and communication by and among the various involved entities for projects related to the passage of bond issues by the voters of the City and the School District. City Council Members are on the Park and Library Boards and two City Council Members were on the Policy Committee which coordinated the efforts of all of the involved entities.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study Session

7/22/19

Division DirectorOtherFinance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

rromero@spokanecity.org, cwolff@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

dsteele@spokanecity.org, gjones@spokanecity.org

Additional Approvalsachanse@spokanelibrary.org,
comalley@spokanelibrary.orgPurchasing

pdalton@spokanecity.org

mpiccolo@spokanecity.org

jrichman@spokanecity.org

Return to: Terri Pfister, City Clerk
W 808 Spokane Falls Blvd.
Spokane, Washington 99201

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SPOKANE PUBLIC SCHOOLS,
CITY OF SPOKANE, SPOKANE PUBLIC LIBRARY,
AND SPOKANE PARKS AND RECREATION**

THIS AGREEMENT is made effective the ____ day of July, 2019 (the “Effective Date”), by and between **Spokane School District No. 81** (commonly known as Spokane Public Schools), a Washington state municipal corporation, hereinafter referred to as “School District,” the **City of Spokane**, a Washington state municipal corporation, hereinafter referred to as “City,” the **Spokane Public Library**, a public library operating under Chapter 27.12 RCW, hereinafter referred to as “Library,” and the **City of Spokane Park Board, by and through the City of Spokane Parks and Recreation Department**, hereinafter referred to as “Parks”, jointly hereinafter referred to as the “Parties”, and individually referred to as “Party.”

RECITALS:

WHEREAS, on November 6, 2018, School District voters approved a ballot proposition authorizing the School District to issue \$495,300,000.00 of general obligation bonds to pay for the construction of three new middle schools, replacing or renovating three other middle schools and Albi Stadium and other renovation and construction projects (“School District Bond Projects”);

WHEREAS, construction of the School District Bond Projects will enable the District to invest in and develop new and renovated educational facilities which provide the residents of the School District and the City with fully utilized, cost-effective public facilities;

WHEREAS, on November 6, 2018, the voters of the City approved a ballot proposition authorizing the City to issue \$77,000,000.00 of general obligation bonds to pay cost of modernizing the Downtown, South Hill and Indian Trail library branches, expanding and modernizing the Shadle library branch, remodeling or relocating the Hillyard library branch, constructing new library branches in the Liberty Park neighborhood and on Sprague Avenue, installing library kiosks throughout the City, and equipping and outfitting the library branches (“City/Library Bond Projects”);

WHEREAS, construction of the City/Library Bond Projects will enable the School District, the City, and the Library to invest in and develop new and renovated educational and recreational facilities for the joint use of School District, City, Parks, and Library constituents and will provide the citizens and taxpayers of both the School District and the City with fully utilized, cost-effective public facilities; and

WHEREAS, the recently approved Partnership Umbrella Agreement (“Partnership Agreement”) sets forth the preliminary interests and understandings with respect to a collaborative joint venture between the School District, City, and Library allowing for the investment in and development of new and renovated public school facilities, library facilities and recreational facilities, all of which will be used jointly by City, Library, Parks and School District constituents;

WHEREAS, the Partnership Agreement also describes generally the roles, rights, and responsibilities as to the partnership, as well as the additional documents and tasks necessary to carry out the projects, and anticipates subsequent definitive agreements providing for all of the terms, covenants, conditions, and understandings relative to the projects;

WHEREAS, in order to make the most efficient use of their powers, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes the Parties to enter into agreements for joint or cooperative action to exercise any power, or privileges, or authority exercised or capable of exercise by any of the Parties;

WHEREAS, the Parties wish to enter into this Agreement to provide for the definitive agreements anticipated by the Partnership Agreement that will facilitate completion of the School District Bond Projects and City/Library Bond Projects and various use agreements around the newly renovated and constructed public facilities;

WHEREAS, simultaneous with the approval of this Agreement, the Parties will approve the following list of agreements for which the terms are incorporated into this Agreement (“Transaction”):

A. Agreements Related to Real Property:

1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;

B. Agreements Related to Joint Use:

1. Attachment B-1: Interlocal Agreement for Joint Use Between the Parks and School District;
2. Attachment B-2: Interlocal Agreement for Joint Use Between the School District and Library;
3. Attachment B-3: Interlocal Agreement for Joint Use Between the Parks and Library;

C. Agreement Related to Operating Costs:

1. Attachment C-1: Interlocal Agreement for Operating Costs Between the School District and Library;

WHEREAS, the Transaction will help the Parties make the most efficient use of their powers and resources to provide services and public facilities that accord best with the geographic, economic, population and other factors influencing the needs and development of the communities serviced by the Parties; and

WHEREAS, the School District, the City, Parks and the Library each hereby find and determine that this Agreement and the Transaction contemplated hereby is mutually fair and advantageous to the School District, the City, Parks and the Library and their respective constituents.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the Parties do mutually agree as follows:

AGREEMENT

1. Real Property Purchase, Sale and Exchange Agreement between City and School District. Contemporaneously with the execution of this Agreement, the City and School District shall execute the Real Property Purchase, Sale and Exchange Agreement, in the form attached as Attachment A-1, providing for the transfer by the City to the School District of two City-owned properties (North Foothills Drive and Mullan Road sites), as further described therein, and further providing for the transfer by the School District to the City of School District property (Sprague Avenue site), as further described therein, and further providing for the transfer by the School District to the City a Right-of-Way Dedication Deed of School District property (Joe Albi Stadium site), as further described therein.

2. Interlocal Agreement between City and Library for Land Lease and Use Agreement. Contemporaneously with the execution of this Agreement, the City and Library shall execute land lease and use agreements, in the form attached as Attachment A-2, providing for the expansion of the existing Shadle Library Branch and Library's construction of a new library branch located in the Liberty Park neighborhood with both locations remaining under the ownership of Parks.

3. Exercise of Option for Joe Albi Stadium. Contemporaneously with the execution of this Agreement, the School District shall deliver written notice of its exercise of its purchase rights under that certain Option Agreement and Real Estate Purchase and Sale Agreement ("Option Agreement"), dated August 28, 2013, by and between the City and the School District, relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement. Upon closing under the Option Agreement, that certain Albi Stadium Lease Agreement, dated August 28, 2013, by and between the City and the School District, shall terminate pursuant to Section 18.1 in the Albi Stadium Lease Agreement.

4. Interlocal Agreement for Joint Use between Parks and School District. Contemporaneously with the execution of this Agreement, the Parks and School District shall execute a joint use agreement, in the form attached as Attachment B-1, providing for use of School District facilities for City programs and use of City Parks for School District programs.

5. Interlocal Agreement for Joint Use between School District and Library. Contemporaneously with the execution of this Agreement, the School District and Library shall execute a joint use agreement, in the form attached as Attachment B-2, providing for use of School District facilities for School District programs and Library programs and for use of Library facilities for Library programs and School District programs.

6. Interlocal Agreement for Joint Use Between Parks and Library. Contemporaneously with the execution of this Agreement, the Parks and Library shall execute a joint use agreement, in the form attached as Attachment B-3, providing for use of each other's facilities for programs.

7. Interlocal Agreement for Operating Costs Between School District and Library. Contemporaneously with the execution of this Agreement, the School District and Library shall execute an agreement, in the form attached as Attachment C-1, providing for the construction and operation of the library facility located at Shaw Middle School to be constructed by the School District and the library facility located on Sprague Avenue to be constructed by the Library and the library facility located at Shadle to be renovated by the Library.

8. Notices. All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties:

City: City of Spokane
Mayor
7th Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

Copy to:
City Attorney
5th Floor, City Hall
808 West Spokane Falls Blvd
Spokane, Washington 99201

Park: Spokane Parks & Recreation
Director
808 West Spokane Falls Boulevard
Spokane, Washington 99201

School District: Spokane Public Schools
Associate Superintendent, School Support Services
200 North Bernard Street
Spokane, Washington 99201

Library: Spokane Public Library
Library Director
906 W Main Ave.
Spokane, Washington 99201

9. Assignment. This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Parties.

10. Liability. Each of the Parties shall indemnify, defend and hold harmless the other Parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying Party's intentional or negligent acts or breach of its obligations under the Agreement. This duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the indemnified Parties, their officers and employees.

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

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

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

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

11. Insurance. During the term of the Agreement, each Party shall maintain in force, at its own expense, each insurance noted below:

11.1 Workers' Compensation Insurance in compliance with RCW 51.12.020, and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

11.2 General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. Such insurance shall include contractual liability coverage for the indemnity provided under this Agreement; and

11.3 Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$5,000,000 each accident for bodily injury and property damage, to include coverage for owned, hired and non-owned vehicles.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations under this Section 11 of this Agreement in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section 11.

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

13. Venue Stipulation. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement,

or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. Compliance with Laws. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

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

16. Representations and Warranties. Each of the Parties represent and warrant to the other Parties that the statements contained in this Section are correct and complete as of the Effective Date, will be correct and complete as of the closing dates of the transactions contemplated herein, and shall continue in full force and effect after such closings regardless of what investigations any of the Parties may have made with respect to the subject matter thereof. Each of the Parties acknowledge that the statements contained in this Section are material and are relied upon by the other Parties.

16.1 Organization.

- a. The City is a first-class charter city, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington, and the Charter of the City.
- b. The School District is a first-class school district operating under Title 28A RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- c. The Library is a public library operating under Chapter 27.12 RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- d. The Parks is an entity created in Article V of the City of Spokane Charter.

16.2 Binding Effect. Each of the Parties has full power and authority to execute and deliver this Agreement, and to perform said party's obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of each of the Parties and is enforceable in accordance with its provisions. Prior to closing of the transactions contemplated hereunder, each of the Parties shall use best efforts to obtain all consents, permits, approvals, or other authorizations required from any authority in order for said Parties to effectuate the transactions contemplated in this Agreement.

16.3 Authority of Signatories. All individuals executing this Agreement on behalf of each of the Parties have the requisite power and authority to do so.

17. Miscellaneous.

17.1 Non-Waiver. No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

- 17.2 **Entire Agreement.** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- 17.3 **Modification.** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- 17.4 **Headings.** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- 17.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- 17.6 **Severability.** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- 17.7 **Relationship of the Parties.** The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the Parties shall be deemed to be an employee, agent, servant or representative of one of the other Parties for any purpose.

18. **Chapter 39.34 RCW Required Clauses.**

- 18.1 **Purpose.** See Recitals above.
- 18.2 **Duration.** This Agreement shall be effective on the Effective Date and shall continue until terminated in accordance with Section No. 18.7 (Termination).
- 18.3 **Organization of Separate Entity and its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- 18.4 **Responsibilities of the Parties.** See provisions herein.
- 18.5 **Agreement to be Filed.** The City, Parks, and Library shall file this Agreement with the Spokane City Clerk. The School District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

18.6 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.7 Termination. This Agreement shall terminate on the termination of all five agreements identified in Section No. 19 (Attachments). Each agreement identified in Section No. 19 (Attachments) shall terminate in accordance with its individual terms and conditions.

18.8 Property Upon Termination. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

19. Attachments.

A. Agreements Related to Real Property:

1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;

B. Agreements Related to Joint Use:

1. Attachment B-1: Interlocal Agreement for Joint Use Between the Parks and School District;
2. Attachment B-2: Interlocal Agreement for Joint Use Between the School District and Library;
3. Attachment B-3: Interlocal Agreement for Joint Use Between the Parks and Library;

C. Agreement Related to Operating Costs:

1. Attachment C-1: Interlocal Agreement for Operating Costs Between the School District and Library.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: _____

SPOKANE PUBLIC SCHOOLS

By: _____
Its: Associate Superintendent, School Support Services

DATED: _____

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

CITY OF SPOKANE PARK BOARD

By: _____
Its: President

DATED: _____

SPOKANE PUBLIC LIBRARY

By: _____
Its: _____

REAL PROPERTY PURCHASE, SALE AND EXCHANGE AGREEMENT

This Real Property Purchase, Sale and Exchange Agreement (“Agreement”) is made this ____ day of July, 2019 (“Effective Date”), by and between Spokane School District No. 81, a Washington state municipal corporation (“District”), and City of Spokane, a Washington state municipal corporation (“City”). The District and City may be individually referred to as a “Party” and jointly referred to as “Parties” in this Agreement.

RECITALS

WHEREAS, the City and District have entered into a Partnership Umbrella Agreement that contemplates certain property transactions, including property transfers between the City and District;

WHEREAS, the City owns certain real property located adjacent to the South Side Landfill and Mullan Road Elementary near E. 63rd Avenue and S. Altamont Street, in Spokane, Washington (Assessor’s Tax Parcel Nos. 34091.0125, 34044.1915, 34044.1807, 34044.2004, 34044.1903, 34044.2007, 34044.1809, 34044.1806, 34044.2001, 34044.1814, 34044.2008, 34044.1808, 34044.1912, 34044.1904, 34044.1901, 34044.2003, 34044.1902, 34044.1908, 34044.1811, 34044.1914, 34044.2002, 34044.2006, 34044.1910, 34044.1905, 34044.1907, 34044.1812, 34044.1906, 34044.1916, 34044.2005, 34044.1813, 34044.1911, 34044.1810, 34044.1913, 34044.1909, and 34044.1805) and located at 1250 E. North Foothills Drive, in Spokane, Washington (Assessor’s Tax Parcel Nos. 35081.3104, 35081.3402, 35081.3403, 35081.3404, 35081.3301, 35092.2505, 35092.2506, 35092.2507, 35092.5707, 35092.4101, 35092.4102, 35092.4103, 35092.4104, 35092.4105, and 35092.4106), as more particularly described on attached Exhibit A (“City Property”);

WHEREAS, the District owns certain real property located at 2904 E. Sprague Avenue, in Spokane, Washington (Assessor’s Tax Parcel Nos. 35222.0801, 35222.0802, 35222.0803, 35222.0804, 35222.0805, 35222.0806, 35222.0807, and 35222.0808), as more particularly described on attached Exhibit B (“District Property”);

WHEREAS, City desires to sell and District desires to purchase City Property as described on attached Exhibit A;

WHEREAS, District desires to sell and City desire to purchase District Property as described on attached Exhibit B;

WHEREAS, the District Property and the City Property may be collectively referred to as the “Exchange Property” in this Agreement; and

WHEREAS, the Parties also wish to establish up to a 60-foot wide public right-of-way over, under, through, and across the western edge of that certain land to be conveyed by the City to the District pursuant to that certain Option Agreement and Real Estate Purchase and Sale Agreement, dated August 28, 2013, by and between the Parties (“Option Agreement”), relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement.

WHEREAS, the Parties agree that the purchase, sale and exchange transaction contained herein is an intergovernmental disposition of property made pursuant to Chapter 39.33 RCW and that each party has held a public hearing with proper and timely notice per RCW 39.33.020.

NOW THEREFORE, in consideration of the following terms, conditions and covenants, the Parties agree as follows:

AGREEMENT

1. Purchase, Sale and Exchange. The Parties hereby agree to convey and exchange the District Property for the City Property and vice versa. In addition, the District hereby agrees to convey to the City a 60-foot wide strip of land for public street purposes and all uses incidental thereto, in substantial form and content as set forth in Exhibit C.

2. Consideration and Full Value. The Parties have concluded, after due diligence by each, that the District and City will each receive, as consideration, full value for the exchange of properties due to: (a) the respective value of each property; (b) the right by each party to use each other's property as described in the Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation, and (c) the other benefits, efficiencies, and value accruing to each party by virtue of this Agreement and by virtue of the other agreements to be entered into by the Parties and as described more fully and contemplated by in the Partnership Umbrella Agreement, dated February 14, 2019. The Parties further conclude, after due diligence by each, that the District and City shall receive equivalent full value for the exchange of properties and the other consideration described herein, and thus no cash shall be exchanged between the Parties.

3. Escrow and Title Insurance.

3.1 Escrow. The purchase and sale of the Exchange Property shall be accomplished through an escrow ("Escrow") established at First American Title Insurance Company, 40 E. Spokane Falls Blvd., Spokane, WA 99202 (509) 456-0550, or other entity mutually agreed upon by the Parties ("Escrow Holder"). Upon the request of the Escrow Holder, the Parties shall execute any supplemental escrow instructions required by Escrow Holder for the purpose of implementing and carrying out the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the escrow instructions, this Agreement shall control.

3.2 Close of Escrow. The purchase and sale of the Exchange Property will close on or before **Thursday, October 31, 2019**, or such other date as the Parties may agree upon in writing ("Closing Date").

3.3 City Title Policy. Escrow Holder, unless otherwise advised by District, shall cause a Title Insurance Company ("Title Insurance Company") to issue City an owner's policy of title insurance ("City Title Policy"), with liability in the amount of \$1,000,000.00 showing title to the District Property vested in City, subject only to the City Permitted Exceptions (as defined below).

3.4 District Title Policy. Escrow Holder, unless otherwise advised by City, shall cause Title Insurance Company to issue District owners policies of title insurance ("District Title Policies"), with liability in the amount of \$1,000,000.00 showing title to the City Properties vested in District, subject only to the District Permitted Exceptions (as defined below).

3.5 Permitted Exceptions. As used in this Agreement, "City Permitted Exceptions" means such matters appearing in the commitment for the City Title Policy as may be approved in writing by City or deemed approved by City as provided in this Agreement.

As used in this Agreement, “District Permitted Exceptions” means such matters appearing in the commitment for the District Title Policies as may be approved in writing by District or deemed approved by District as provided in this Agreement.

3.6 Actions of Escrow Holder. On the Closing Date, Escrow Holder shall perform the following:

3.6.1 Statutory Warranty Deeds and Right-of-Way Dedication Deed. Cause Statutory Warranty Deeds and Right-of-Way Dedication Deed, with accompanying excise tax affidavits and any other applicable documents, to be recorded in the official records of the County where the Exchange Property is located, and obtain conformed copies thereof for distribution to District and City.

3.6.2 Disburse Funds. Disburse all funds deposited with Escrow Holder as follows (and in the following order):

Pay all closing costs to be paid through Escrow (including, without limitation, recording fees, property and excise taxes, if any, premiums for the City Title Policy and District Title Policies and escrow fees);

Pay, or cause to be removed from title, all mortgages, deeds of trust and other liens; and

Disburse any remaining funds to the Parties in accordance with separate wiring or other payment instructions delivered to Escrow Holder.

3.7 Additional Matters. Escrow Holder shall:

Direct the Title Insurance Company to issue the City Title Policy to City and the District Title Policies to District; and

Deliver to the Parties: (i) conformed copies of the Statutory Warranty Deeds and other recorded documents; (ii) originals of the Closing Documents; (iii) City’s closing statement and (iv) District’s closing statement.

4. Closing Matters. The Parties shall execute and deliver to Escrow Holder the following documents, before the Closing Date and, except as otherwise provided below, Escrow Holder shall deliver to the Parties immediately following the Closing Date, the following documents (“Closing Documents”), all in form and substance acceptable to the Parties:

4.1 Statutory Warranty Deeds and Right-of-Way Dedication Deed. Statutory Warranty Deed, in recordable form, conveying title to the District Property to City free and clear of all defects and encumbrances and subject only to the City Permitted Exceptions (“City Deed”), which shall be recorded at the time of the Closing Date. The City Deed shall provide that the District Property is to be used for purposes of construction of a new library and, if a new library is not constructed on the property within ten (10) years, title shall revert to the District.

Statutory Warranty Deeds, in recordable form, conveying title to the City Properties to District free and clear of all defects and encumbrances and subject

only to the District Permitted Exceptions (“District Deeds”), which shall be recorded at the time of the Closing Date. The District Deeds shall provide that the City Properties are to be used for purposes of construction of new schools and, if the District does not construct a new school on the property within ten (10) years, title shall revert to the City.

The City Deed and the District Deeds are collectively referred to as the “Deeds.”

Public Right-of-Way Dedication Deed, in recordable form, in substantial form and content as set forth in Exhibit C, which shall be recorded at the time of the Closing Date. The Right-of-Way Dedication Deed shall provide that the right-of-way is to be used for public street purposes and all uses incidental thereto and, if a new public street is not constructed on the property within ten (10) years, the easement shall revert to the District.

- 4.2 **FIRPTA**. Non-foreign person affidavits (“FIRPTA Affidavits”) stating that District and City are not foreign persons as defined in Section 1445(b)(2) of the Internal Revenue Code.
- 4.3 **Real Estate Excise Tax Affidavits**. The parties shall execute Real Estate Excise Tax Affidavits.
- 4.4 **Other Documents**. All other documents reasonably necessary to effectuate the transactions contemplated by this Agreement.

5. **Closing Costs**.

- 5.1 **City Closing Costs**. On the Closing Date, City shall pay the following costs:

- 5.1.1 The cost of a standard owner’s policy for the District Title Policies.
- 5.1.2 Prorated real property taxes.
- 5.1.3 Recording fees for recording of the City Deeds and the Right-of-Way Dedication Deed.
- 5.1.4 Real estate excise taxes applicable to the sale of the City Properties (the Parties agree that the sale of City Properties is not subject to payment of real estate excise taxes).
- 5.1.5 One-half of the escrow fees.

- 5.2 **District Closing Costs**. On the Closing Date, District shall pay the following costs:

- 5.2.1 The cost of a standard owners’ policies for the City Title Policy.
- 5.2.2 Prorated real property taxes.
- 5.2.3 Recording fees for recording of the District Deed.

5.2.4 Real estate excise taxes applicable to the sale of the District Property (the Parties agree that the sale of District Property is not subject to payment of real estate excise taxes).

5.2.5 One-half of the escrow fees.

6. Conditions Precedent.

6.1 City's Conditions. City's obligation to purchase the District Property and sell the City Properties is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. As used herein, the term "Feasibility Date" shall mean from the Effective Date until the Closing Date. City may waive in writing any or all of such conditions, without prejudicing or affecting any other rights City may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, City shall have the right to cancel Escrow, and terminate this Agreement without liability.

6.1.1 Title Commitment.

(1) Within thirty (30) calendar days after the later of the Effective Date of this Agreement or the City's receipt of the commitment for the City Title Policy with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("City's Title Review Period"), City may give written notice to the District identifying any title exceptions to the City Title Policy disapproved by City (for purposes of this Section only, "City's Title Notice"). If City fails to give such notice, City shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by District at District's cost on or before the Closing Date.

(2) If District will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) calendar days after receipt of City's Title Notice, District shall give written notice to City identifying the disapproved title exceptions that District is unable to remove (for purposes of this Section only, "District's Title Notice"). If District fails to give such notice, District shall be deemed to have agreed to remove the title exceptions disapproved by City.

(3) City shall have until the Closing Date to either: (i) approve the title exceptions identified in District's Title Notice that District is unable to remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to District and Escrow Agent. If City fails to deliver such notice to District, City shall be deemed to have disapproved of the title exceptions identified in the District's Title Notice that District is unable to remove.

6.1.2 Due Diligence. City shall have ninety (90) calendar days ("Due Diligence Period") after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as City deems necessary. Upon review of such

investigation City may, at its option, terminate this Agreement during the Due Diligence Period.

The District shall provide to City, or make available to City for inspection, as soon as possible (but in any event no later than ten (10) calendar days after the Effective Date) all materials relating to the District Property specified in this Section 6.1.2 that exist and that are in the District's actual possession or that the District knows exist and to which the District has access (collectively, the "City Due Diligence Materials"). If the District thereafter discovers any additional items that should have been included among the due diligence materials, the District shall promptly deliver them to the City. City Due Diligence Materials will include:

- copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to the District's knowledge, affect title to the District Property and that are not disclosed by the Preliminary Commitment;
- all surveys, plats or plans relating to the District Property;
- all leases for the District Property, or any portion thereof, if any, which remain in effect;
- all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;
- all labor contracts affecting the District Property, if any;
- all warranties and guarantees affecting any portion of the District Property;
- notice of any existing or threatened litigation affecting or relating to the District Property and copies of any pleadings with respect to that litigation;
- (i) all governmental permits and approvals obtained or held by the District and relating to (A) the construction, operation, use or occupancy of any part of the District Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the District Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 6.1.2; and
- (i) all environmental assessment reports with respect to the District Property that were performed or that are being performed by or for the District and remain in the possession of or reasonably available to the District, (ii) any raw data that relates to the environmental condition of the District Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous material and/or substances on, in or under the District Property, and (iv) any other information material to the environmental condition or potential contamination of the District Property.

6.1.3 Title Policy. The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the City Title Policy. There shall have been no material adverse change to the District Exchange Property.

6.1.4 No Pending Actions. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the District

Exchange Property to City; or (2) the outcome of which would have an adverse effect on City's ownership of the District Exchange Property.

6.2 District's Conditions. District's obligation to purchase the City Properties and sell the District Property is subject to satisfaction, in its sole discretion, of the conditions set forth below, on or before the dates set forth below, or, if no date is set forth, by the Feasibility Date. The District may waive in writing any or all of such conditions, without prejudicing or affecting any other rights District may have. If any conditions are not satisfied or waived in the time periods provided or by the Feasibility Date, as applicable, District shall have the right to cancel Escrow and terminate this Agreement without liability.

6.2.1 Title Commitment.

(1) Within thirty (30) calendar days after the later of the Effective Date of this Agreement or the District's receipt of the commitment for the District Title Policies with copies of all documents referenced in exceptions identified on Schedule B to such commitments ("District's Title Review Period"), District may give written notice to City identifying any title exceptions to the District Title Policies disapproved by District (for purposes of this Section only, the "District's Title Notice"). If District fails to give such notice, District shall be deemed to have approved all title exceptions other than mortgages, deeds of trust, mechanic's liens and similar matters constituting monetary liens, all of which shall be paid in full and removed by City at City's cost on or before the Closing Date.

(2) If City will be unable to remove any of the disapproved title exceptions on or before the Closing Date, then within ten (10) calendar days after receipt of District's Title Notice, City shall give written notice to District identifying the disapproved title exceptions that City is unable to remove (for purposes of this Section only, the "City's Title Notice"). If City fails to give such notice, City shall be deemed to have agreed to remove the title exceptions disapproved by District.

(3) District shall have until the Closing Date to either: (i) approve the title exceptions identified in the City's Title Notice that City is unable to remove; or (ii) terminate this Agreement and cancel Escrow, by giving written notice of such termination and cancellation to City and Escrow Agent. If District fails to deliver such notice to City, District shall be deemed to have disapproved the title exceptions identified in the City's Title Notice that City is unable to remove.

6.2.2 Due Diligence. District shall have ninety (90) calendar days ("Due Diligence Period") after execution of this Agreement after execution of this Agreement to do any and all soil engineering, environmental testing and site investigation as District deems necessary. Upon review of such investigation, the District may, at its option, terminate this Agreement during the Due Diligence Period.

The City shall provide to District, or make available to the District for inspection, as soon as possible (but in any event no later than ten (10) calendar days after the Effective Date) all materials relating to the City Property specified in this Section 6.2.2 that exist and that are in the City's actual possession or that the City knows exist and to which the City has access (collectively, the "District Due Diligence Materials"). If the City thereafter

discovers any additional items that should have been included among the due diligence materials, the City shall promptly deliver them to the District. District Due Diligence Materials will include:

- copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to the City's knowledge, affect title to the City Property and that are not disclosed by the Preliminary Commitment;
- all surveys, plats or plans relating to the City Property;
- all leases for the City Property, or any portion thereof, if any, which remain in effect;
- all existing service contracts pertaining to items such as janitorial, trash removal, maintenance, snow removal, laundry service, extermination and similar services, if any;
- all labor contracts affecting the City Property, if any;
- all warranties and guarantees affecting any portion of the City Property;
- notice of any existing or threatened litigation affecting or relating to the City Property and copies of any pleadings with respect to that litigation;
- (i) all governmental permits and approvals obtained or held by the City and relating to (A) the construction, operation, use or occupancy of any part of the City Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the City Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 6.1.2; and
- (i) all environmental assessment reports with respect to the City Property that were performed or that are being performed by or for the City and remain in the possession of or reasonably available to the City, (ii) any raw data that relates to the environmental condition of the City Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of hazardous material and/or substances on, in or under the City Property, and (iv) any other information material to the environmental condition or potential contamination of the City Property.

6.2.3 Title Policy. The Title Insurance Company shall have issued, or irrevocably and unconditionally committed to issue, the District Title Policies. There shall have been no material adverse change to the City Exchange Properties.

6.2.4 No Pending Actions. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the City Exchange Properties to District; or (2) the outcome of which would have an adverse effect on District's ownership of the City Exchange Properties.

6.3 Parties' Conditions. The Parties obligation to close is also conditioned upon:

6.3.1 Interlocal Cooperation Agreement. Execution by all named parties, on or before July 31, 2019, of the Interlocal Cooperation Agreement between Spokane Public Schools, City of Spokane, Spokane Public Library, and Spokane Parks and Recreation; and

6.3.2 Right-of-Way Dedication Deed. The District's delivery of a Right-of-Way Dedication Deed, in the form attached hereto as Exhibit C.

7. Right of Entry. Following acceptance of this Agreement, each Party, its agents, employees, contractors or its potential tenants/users may enter the Exchange Property to be purchased by such Party for the purpose of investigating, inspecting, surveying, testing the soil or improvements (including buildings, structures, etc.) and conducting feasibility studies to determine the suitability of such Exchange Property, including improvements for such Party's intended use. The Party entering such Exchange Property, its agents, contractors or tenants/users shall, in a commercially reasonable manner, have the right to conduct invasive testing or boring, with the prior consent of the Party that owns such Exchange Property, which shall not be unreasonably withheld.

City agrees to indemnify and hold District harmless for any loss, cost or expense resulting from damage to the District Exchange Property, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of District or its agents. District agrees to indemnify and hold City harmless for any loss, cost or expense resulting from damage to the City Exchange Properties, or injury to persons resulting from the work conducted pursuant to this Section, except and only to the extent such damage is caused by the negligence or intentional acts of the City or its agents.

Each Party shall provide the other with reasonable prior written notice of its intent to enter such Exchange Property describing the date of entry, the purpose and activities to be conducted on such Exchange Property. A Party's activity or work on such Exchange Property shall be performed with minimum disturbance to such Exchange Property. Upon completion of the work or activity, such Exchange Property shall be restored to the condition in which it was found.

8. Cooperation. The Parties agree to cooperate in the execution of all documents or instruments reasonably necessary to affect the conveyance of the Exchange Property, and such other and further documentation as is required by either Party to perform the obligations of the Parties hereunder.

9. Consents, Approval, and Agreement. Any requirement of consent, permission approval or agreement in this Agreement by a Party shall be accomplished in good faith, and in such Party's reasonable discretion.

10. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered when received at the address set forth below.

If to District:

Spokane Public Schools
Associate Superintendent, School Support Services
200 North Bernard Street
Spokane, Washington 99201
(509) 354-7272

If to City:

City of Spokane
Mayor
7th Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201
(509) 625-6064

Copy to:

City Attorney
5th Floor, City Hall
808 West Spokane Falls Blvd
Spokane, WA 99201

11. Possession. City shall be entitled to possession of the District Exchange Property on the Closing Date, and District shall be entitled to possession of the City Exchange Properties on the Closing Date.

12. Time. Time is of the essence with respect to this Agreement. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance shall extend to the next business day.

13. Default. If either party breaches its obligation to purchase the Property in accordance with the terms of this Agreement and Escrow fails to close by reason of such breach, then the non-breaching Party's sole remedy for such breach shall be to terminate this Agreement.

14. Entire Agreement and Modification. This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

15. Binding Effect and Governing Law. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Washington.

16. Attorneys' Fees. If any action is brought by either Party against the other party related to the enforcement of this Agreement or any document or instrument delivered pursuant hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action or any appeal thereof. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the Parties hereto, which may include expert witness fees, printing, duplicating and other expenses, delivery charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

17. As-Is Sale. THE PARTIES HEREBY AGREE AND ACKNOWLEDGE THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND STATUTORY WARRANTY DEEDS, (I) THEY ARE BUYING THEIR RESPECTIVE PORTIONS OF THE EXCHANGE PROPERTY ON AN “AS-IS” BASIS; (II) THEY HAVE MADE OR WILL HAVE MADE THEIR OWN INVESTIGATIONS AND INSPECTIONS OF THE EXCHANGE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL ASPECTS OF THE EXCHANGE PROPERTY AND THE EXCHANGE PROPERTY’S COMPLIANCE WITH ALL LAWS APPLICABLE TO THE EXCHANGE PROPERTY’S CURRENT OR INTENDED USE OR DEVELOPMENT; (III) THEY ARE RELYING SOLELY ON SUCH REPORTS AND THEIR OWN INVESTIGATIONS AS TO THE EXCHANGE PROPERTY, ITS CONDITION AND OTHER CHARACTERISTICS AND COMPLIANCE WITH LAWS; AND (IV) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THEY ARE NOT MAKING THE PURCHASE OF THE EXCHANGE PROPERTY IN RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS, EXPRESS OR IMPLIED, MADE BY THE OTHER PARTY, AS TO THE CONDITION OF OR CHARACTERISTICS OF THE EXCHANGE PROPERTY, ITS FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, THE EXCHANGE PROPERTY’S COMPLIANCE WITH ANY ZONING OR OTHER RULES, REGULATIONS, LAWS OR STATUTES APPLICABLE TO THE EXCHANGE PROPERTY, OR THE USES PERMITTED ON, OR THE DEVELOPMENT REQUIREMENTS FOR, OR ANY OTHER MATTERS RELATING TO THE EXCHANGE PROPERTY.

18. Representations and Warranties. The Parties make the following representations and warranties, each of which is material and relied upon by the other Party. The provisions of this Section will survive Close of Escrow.

18.1 Environmental. The Parties make no representations or warranties of any kind concerning the environmental condition of the Exchange Property being sold by such Party. Each of the Parties shall make a good faith effort to provide copies to the other Party of all material environmental studies and audits conducted in relation to the Exchange Property in the last thirty (30) years of which a Party has custody or control. Notwithstanding any other provisions of this Agreement, the Parties acknowledge and agree that the representations and warranties contained in this Section are the only representations and warranties given by the Parties with respect to environmental matters or compliance with environmental laws and hazardous substances and no other provisions of this Agreement shall be interpreted as containing any representation or warranty with respect thereto.

18.2 Binding Agreements, Authority, and Conflicts. This Agreement and all exhibits and documents to be delivered by the Parties pursuant to this Agreement have been duly executed and delivered by the Parties and constitute the valid and binding obligations of the Parties, enforceable in accordance with their terms. Each Party has all necessary authority, has taken all action necessary to enter into this Agreement and to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery and performance of this Agreement will not conflict with or constitute a breach or default under the organizational documents of the Parties and, to each Party’s knowledge, (i) any material instrument, contract, or other agreement to which a Party is a party which affects the portion of the Exchange Property being sold by such Party; or (ii) any statute or any regulation, order, judgment or decree of any court or governmental authority.

18.3 Sole Owner. City is the sole fee owner of the City Exchange Properties and has good and marketable title thereto. District is the sole fee owner of the District Exchange Property and has good and marketable title thereto.

18.4 Condemnation. There is no pending or, to each Party's knowledge, threatened condemnation affecting the portion of the Exchange Property being sold by such Party. There is no pending or, to each Party's knowledge, threatened proceedings that would adversely affect access to the portion of the Exchange Property being sold by such Party.

19. Survival. All provisions of this Agreement which by their terms would survive the Close of Escrow shall survive the Close of Escrow and not be merged with the Deeds.

20. Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.

21. Survey and Legal Lot. The City Properties are in the process of being created into legal lots by the City, and the City shall supply at its sole cost and expense a survey and legal description of the City Properties substantially conforming to the depiction set forth on Exhibit B. The survey shall be prepared by a professional land surveyor in the State of Washington.

The City shall diligently pursue such subdivision approvals or boundary line adjustments and pay all the costs thereof. At the Closing Date, the City shall ensure the City Properties are legal lots under applicable state and local subdivision or boundary line adjustment laws and regulations.

22. Cooperation After Closing. After the Closing Date, the parties shall execute such documents and take further actions as may be reasonably required or desirable to carry out the provisions and intent of this Agreement.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:

CITY:

By: _____
Linda McDermott
Associate Superintendent,
School Support Services

By: _____
David A. Condon
Mayor

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Legal Descriptions of City Properties

Real property in the County of Spokane, State of Washington, described as follows:

South Side Landfill Buffer Parcels

Lots 5 through 14, Block 1; Lots 1 through 16, Block 2; Lots 1 through 7, Block 3; TOGETHER WITH a 10 foot strip between Lots 4 and 5, Block 3 (Dedicated for use as access to adjacent school property) All of South Ridge Forest Forth Addition, as per Plat thereof recorded in Volume 15 of Plats, page 23,

And Lot 3 of MCINNIS TRACTS, according to plat recorded in Volume "P" of Plats, Page 33, including the south half of vacated 65th Avenue lying north of and adjacent to lot 3, and west of Mount Vernon Road, in Spokane County, Washington.

Foothills Properties

Blocks 27, 39, 41, 42 and all of vacated Morton Street lying between Blocks 27, 28, 38 and 39 and all of vacated Grace Avenue lying between Blocks 39 and 42 and all of vacated Denver Street lying between Blocks 39, 41, 42 and all of the alleys in said Blocks 27, 39, 41 and 42 and the platted Spokane and Northern Railroad right of way lying southerly and adjacent to said Blocks 39 and 41, Wolverton and Conlan's Addition, according to Plat recorded in Volume "B" of Plats, Page 59.

Together with the East 21.00 feet of said Block 28;

Also together with the extension of said East 21.00 feet of said Block 28, North to the south line of said Block 38;

Also together with the East 21.00 feet of said Block 38;

Also together with the extension of said East 21.00 feet of said Block 38, North to the south right of way of said North Foothills Drive;

Except all those portions of Land lying northerly of the south right of way line of said North Foothills Drive.

And being more particularly described as follows:

Beginning at the northeast corner of Lot 6 of said Block 41, and being on the south right of way of North Foothills Drive, Thence southerly along the east line of said Block 41 to the intersection of the south line of the Spokane and Northern Railroad and the northeast corner of Lot 4 of Block 26; Thence southwesterly along the south right of way of said Spokane and Northern Railroad to the Northeast corner of Lot 10 of said Block 27; Thence southerly along the east line of said Block 27 to the southeast corner of said Block 27; Thence westerly along the south line of said Block 27 to the southwest corner of said Block 27; Thence westerly to the southeast corner of said Block 28; Thence westerly along said south line, 21.00 feet; Thence northerly with a line parallel with and 21.00 feet west of the easterly line of said Blocks 28 and 38 to the south right of way of said North Foothills Drive;

Thence northeasterly along said south line of North Foothills Drive to the **Point of Beginning**.

All situate in the City of Spokane, Spokane County, Washington.

Containing ± 10.10 Acres of land more or less.

Parcel 35092.2505

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lots 5 and 6 of Block 25 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.2506

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 7, Block 25 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.2507

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 8, Block 25 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.5707

A portion of the Burlington Northern Railroad, located in the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

That portion the Burlington Northern Railroad, Newport to Spokane Branch (formerly the Spokane Falls & Northern Railroad), 60 feet wide, being 30 feet wide on each side of said Main Track centerline across the northwest quarter of said Section 9 lying between the west line of said northwest quarter and the westerly right-of-way line of Perry Street,

All situate in City of Spokane, State of Washington.

Parcel 35081.3402

A portion of the Wolverton and Conlan's Addition, as per plat recorded in Volume B of Plats, Page 59, records of Spokane County, all being in located in the northeast quarter of Section 8, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lots 1 thru 4 of Block 26 of said Wolverton and Conlan's Addition,

Together with that portion of vacated Denver Street (per City of Spokane Ordinance C-3071, dated 5-7-1923) and described as follows:

A strip of land lying between the south line of the right of way of the Spokane Falls & Northern Railway Company and the north line of Buckeye Avenue extended and that portion lying east of the east line of Block 27 and west of the west line of said Block 26, the sidelines of the above described strip of land shall be extended and shortened to terminate at the said Spokane Falls & Northern Railway Company southerly right of way line and said Buckeye Avenue extension,

All situate in City of Spokane, State of Washington.

Parcel 35081.3301

A portion of the Wolverton and Conlan's Addition, as per plat recorded in Volume B of Plats, Page 59, records of Spokane County, all being in located in the northeast quarter of Section 8, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lots 1 thru 6 of Block 25 of said Wolverton and Conlan's Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4101

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 1, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4102

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 2, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4103

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 3, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4104

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lot 4, Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4105

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

The west 40 feet of Lots 5 and 6 of Block 41 of said Avondale Addition,

All situate in City of Spokane, State of Washington.

Parcel 35092.4106

A portion of the Avondale Addition, as per plat recorded in Volume A of Plats, Page 96, records of Spokane County, all being in located in the northwest quarter of Section 9, Township 25 North, Range 43 East, W.M., more particularly described as follows:

Lots 5 and 6 of Block 41 of said Avondale Addition,

Except the west 40 feet,

All situate in City of Spokane, State of Washington.

In the event such legal description should be inaccurate or incomplete, it is agreed between the Parties that the Escrow Holder may supply or correct such description.

Exhibit B

Legal Descriptions of District Properties

Sprague Avenue Parcels

Real property in the County of Spokane, State of Washington, described as follows:

LOTS 1 THROUGH 12 INCLUSIVE, BLOCK 2, BISBEE'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "B" OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

In the event such legal description should be inaccurate or incomplete, it is agreed between the Parties that the Escrow Holder may supply or correct such description.

Exhibit C

AFTER RECORDING RETURN TO:

City Clerk
City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201

Ptn. Parcel No. _____

RIGHT-OF-WAY DEDICATION DEED

THE GRANTOR, Spokane School District No. 81, a Washington state municipal corporation, for good and valuable consideration in hand paid, dedicates to the City of Spokane, a municipal corporation of the State of Washington, an easement for public street purposes and all uses incidental thereto, the real property described in Exhibit "A" hereto, situate in the City and County of Spokane, State of Washington, SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record.

Prior to the initial construction, removal, or replacement of the public street, Grantee shall submit notice of the same to the Grantor. No such work by Grantee shall be commenced without the Grantor's prior written approval, which approval shall not be unreasonably withheld or delayed. Grantee shall coordinate the dates of its construction with the Grantor. Grantee shall exercise its rights under this instrument so as to minimize interference with Grantor's use of Grantor's adjoining property for school purposes. The Grantor shall have no obligation to pay for any costs and expenses of the installation, maintenance, repair, removal, and replacement of the public street or appurtenances thereto.

If a public street is not constructed on the property within ten (10) years, this easement and all of Grantee's rights hereunder shall, without any payment to Grantee, automatically terminate and revert to Grantor.

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

Grantee: City of Spokane
Mayor
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Grantor: Spokane Public Schools
Associate Superintendent, School Support Services
200 North Bernard Street
Spokane, Washington 99201

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be executed by affixing its signature hereunto this ____ day of _____, 2019.

GRANTOR

By: _____
Its: Associate Superintendent, School Support Services

GRANTEE

By: _____
Its: _____

Exhibit “A”

A 60-foot wide public right-of-way over, under, through, and across the western edge of that certain land to be conveyed by the City to the District pursuant to that certain Option Agreement and Real Estate Purchase and Sale Agreement, dated August 28, 2013, by and between the Parties (“Option Agreement”), relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement. The Parties will include a legal description at the Closing Date. In addition, the Parties shall meet and confirm prior to any construction of the right-of-way, to confer on the final alignment of the right-of-way.

STATE OF WASHINGTON)
 :ss.
County of Spokane)

This record was acknowledged before me on _____, 2019 by Linda McDermott as Associate Superintendent, School Support Services of Spokane School District No. 81, a Washington state municipal corporation.

Notary Public in and for the State of Washington,
My commission expires:_____

STATE OF WASHINGTON)
 :ss.
County of Spokane)

This record was acknowledged before me on _____, 2019 by _____
as _____ of City of Spokane, a Washington state municipal corporation.

Notary Public in and for the State of Washington,
My commission expires:_____

LIBERTY PARK LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Land Lease and Use Agreement ("Agreement") is between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board").

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, the Library Board is empowered by Chapter 27.12 RCW with the supervision, care and custody of all Library property, exclusive control of Library finances and the authority to lease land for library buildings; and

WHEREAS, the Library Board issued a Future and Facilities Study in 2016 which addressed the future library services at the neighborhood branch libraries. The Library Board proposed a ballot proposition to the voters of the City to fund the construction of a new Liberty Park Library Branch on property owned and operated by the Park Board; and

WHEREAS, the Parks Board issued a resolution on August 9, 2018 in support of adding a library location in Liberty Park and expanding the existing library in Shadle Park in response to the Future and Facilities Study; and

WHEREAS, on November 6, 2018, the voters of the City of Spokane approved a \$77 million dollar bond proposition to finance Spokane Public Library capital improvements, including the construction of a new Liberty Park Library Branch; and

WHEREAS, the parties desire to enter into this Land Lease and Use Agreement for the construction of a new Liberty Park Library Branch and the subsequent use and operation --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a new branch library in Liberty Park. The lease from the Park Board to the Library Board shall be for fifty years, with an option to renew the lease for an additional fifty years, on the condition that the leased property be used solely by the Library Board for a branch library. The Park Board agrees to lease to the Library Board land at Liberty Park for a new branch library. The total amount of Park land to be lease to the Library Board at Liberty Park will not exceed 43,000 square feet. This 43,000 square feet includes land for a building, required parking, sidewalks,

landscaping and other necessary requirements (hereinafter referred to as the "Branch Site").

2. PROPERTY. The property to be leased to the Library Board is located on the northeast quadrant of Liberty Park, on the corner of Pittsburgh St and 4th Ave as depicted in Exhibit A, attached hereto and incorporated by this reference. The Library Board shall have exclusive control of the Branch Site during the time a library branch is maintained on that site. All structures erected on the property shall remain the property of the Library Board as long as the property is used as a branch library.

3. CONDITIONS. The Park Board leases to the Library Board the use of park property for a branch library subject to the following conditions:

B. During the design, development and construction of the branch library, the Park Board will be presented the design plans for review and comment limited to the exterior building, landscaping and impact on the Park. . The Library Board, staff and construction project team shall review, consider, and, when feasible, incorporate the Park Board's comments into the construction design. After the Park Board's review and the Library Board's approval of the design and development phase of design for the construction of the branch library, only substantial changes to the construction documents need to be reviewed by the Park Board and approved by the Library Board;

C. The Library Board shall replace every existing tree removed from the Branch Site with two new trees placed within the park, after consultation and concurrence from Park staff, will provide remediation for the displacement of existing tennis courts, and shall repair any damage to the turf and irrigation system during construction of the library expansion; and

D. The Park Board may lease additional park property to the Library Board to be used as a staging area for construction upon such terms as agreed upon by the Park Board and the Library Board. The Library Board agrees to return the property to its condition before use.

E. The parties shall develop programs that will enable 1) the Parks Department to have access to the branch library, 2) the Parks Department to participate in Library programs, and 3) joint use of branch library space.

4. MAINTENANCE. The Library Board shall be responsible for maintenance of the branch library, the parking lot used by the Library and associated

landscaping, all driveways and all sidewalks adjacent to the Branch Site, including snow removal, surface sweeping, and restriping of parking space lanes. The parties shall address cost sharing for any surface parking lot repairs in the event the need to repair or replace the asphalt surface. The Park Board shall maintain all park land adjacent to the branch library. It shall be a cooperative venture worked out in the best interests of the taxpayers.

5. TERMINATION. If the Library Board closes the Liberty Park Library Branch, the lease shall terminate. The Library Board shall remove all structures from the property and restore the property to park condition unless the Park Board, in its discretion, notifies the Library Board that the improvements may remain.
6. PARK SALE. In the event the Park Board elects to sell Liberty Park or such parts of Liberty Park as may be occupied by the branch library, the Park Board agrees to assign ownership of a parcel that includes the branch library footprint and associated parking lot to the Library Board.
7. RENT. The Library shall pay the Park Board \$1 per year as rent for the use of the park land as described in this Lease. It is the understanding of the parties hereto that rent is in a negligible amount because of the value to the Park Board of having the Liberty Park Library Branch located in Liberty Park and because of the cooperative nature of the relationship between the parties.

SPOKANE PARK BOARD

By _____

_____ Date

(Name) _____

(Title) _____

SPOKANE PUBLIC LIBRARY BOARD

By: _____

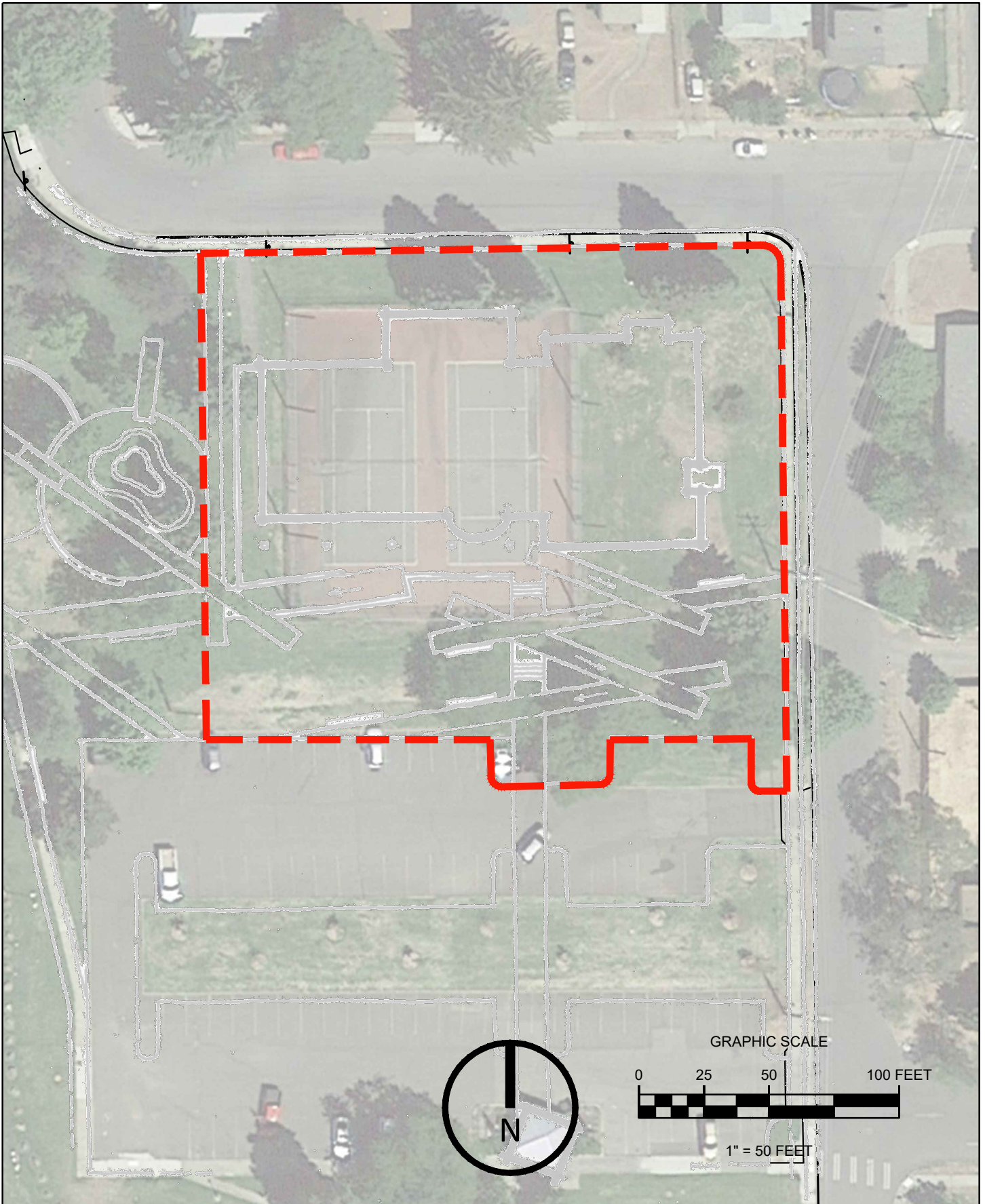
_____ Date

(Name) _____

(Title) _____

Approved as to form:

Assistant City Attorney



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862

SHADLE LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Land Lease and Use Agreement ("Agreement") is between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board").

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, the Library Board is empowered by Chapter 27.12 RCW with the supervision, care and custody of all Library property, exclusive control of Library finances and the authority to lease land for library buildings; and

WHEREAS, the Library Board issued a Future and Facilities Study in 2016, which provided that the current Shadle Library Branch located on property owned and operated by the Park Board was insufficient to provide necessary library services to the surrounding neighborhood and the Library proposed a ballot proposition to the voters of the City to fund the design, acquisition, construction and remodel of an expanded Shadle Library Branch; and

WHEREAS, the Parks Board issued a resolution on August 9, 2018, in support of adding a library location in Liberty Park and expanding the existing library in Shadle Park in response to the Future and Facilities Study; and

WHEREAS, on November 6, 2018, the voters of the City of Spokane approved a \$77 million dollar bond proposition to finance Spokane Public Library capital improvements, including the expansion and modernization of the Shadle Library Branch; and

WHEREAS, the Park Board and the Library Board have previously entered into an agreement dated July 3, 1995, (OPR 95-506) for the construction and operation of the Shadle Library Branch located on Park property that is under the care, custody and control of the Park Board; and

WHEREAS, the parties desire to enter into this Land Lease and Use Agreement for the expansion of the Shadle Library Branch and the subsequent use and operation --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a branch library on property, which is part of Shadle Park and under the care, custody and control of the Park Board. This authority shall include the continued operation of the Shadle Branch Library as authorized in the July 3, 1995, Agreement as well as the expansion of the Shadle Branch as set forth in Paragraph 2. The lease from the Park Board to the Library Board shall be for fifty years, with an option to renew the lease for an additional fifty years, on the condition that the leased property be used solely by the Library Board for a branch library. The Park Board agrees to lease to the Library Board land adjacent to the existing Shadle Branch library for a branch library building expansion. The total amount of Park land to be leased to the Library Board at Shadle Park will not exceed 77,000 square feet, which shall consist of the footprint of the building, and additional land for required parking, sidewalks, landscaping, and other requirements (hereinafter referred to as the "Branch Site.")
2. EXPANSION OF THE EXISTING SHADLE LIBRARY BRANCH. This Agreement authorizes the Library Board to remodel and expand the existing Shadle Library Branch as generally depicted in Exhibit A.
3. PROPERTY. The property to be leased by the Library Board is located on the northwest corner of Shadle Park, on the corner of Belt and Wellesley as depicted in Exhibit B, attached hereto and incorporated by this reference. The Library Board shall have exclusive control of the Branch Site during the time a library branch is maintained on that site. All structures erected on the property shall remain the property of the Library Board as long as the property is used as a branch library.
4. CONDITIONS. The Park Board leases to the Library Board the continued use of park property for use a branch library, included the expanded site subject to the following conditions:
 - A.. During the design and development of the branch library remodel and expansion, the Park Board will be presented the design plans for review and comment limited to the exterior building, landscaping and impact on the Park. The Library Board, staff and construction project team shall review, consider, and, when feasible, incorporate the Park Board's comments into the construction design. After the Park Board's review and the Library Board's

approval of the design and development phase of design for the remodeled and expanded branch library, only substantial changes to the agreed improvements specified in the construction documents need to be reviewed by the Park Board and approved by the Library Board;

C. The design and construction of the improvements shall be the responsibility of the Library Board, to be completed during the general construction of the branch library remodel and expansion;

D. The Library Board shall replace every existing tree removed from the Branch Site with two new trees placed within the park, after consultation and concurrence from Park staff, and shall repair any damage to the turf and irrigation system during construction of the library expansion; and

E. The Park Board may lease additional park property as a staging area for construction upon such terms as agreed upon by the Park Board and the Library Board. The Library Board agrees to return the property to its condition before use.

F. The parties shall develop programs that will enable 1) the Parks Department to have access to the branch library, 2) the Parks Department to participate in Library programs, and 3) joint use of branch library space.

5. MAINTENANCE. The Library Board shall be responsible for maintenance of the branch library, the parking lot used by the Library and associated landscaping, all driveways and all sidewalks adjacent to the Branch Site, including snow removal, surface sweeping, and restriping of parking space lanes. The parties shall address cost sharing for any surface parking lot repairs in the event the need to repair or replace the asphalt surface. The Park Board shall maintain all park land adjacent to the branch library. It shall be a cooperative venture worked out in the best interests of the taxpayers.
6. TERMINATION. If the Library Board closes the Shadle Library Branch, the lease shall terminate. The Library Board shall remove all structures from the property and restore the property to park condition unless the Park Board, in its discretion, notifies the Library Board that the improvements may remain.
7. PARK SALE. In the event the Park Board elects to sell Shadle Park, or such parts of Shadle Park as may be occupied by the branch library, the Park Board agrees to sell a parcel that includes the branch library footprint and associated parking lot to the Library Board.

8. RENT. The Library shall pay the Park Board \$1 per year as rent for the use of the park land as described in this Lease. It is the understanding of the parties hereto that rent is in a negligible amount because of the value to the Park Board of having the Shadle Library Branch located in Shadle Park and because of the cooperative nature of the relationship between the parties.

SPOKANE PARK BOARD

By: _____ Date _____

(Name) _____

(Title) _____

SPOKANE PUBLIC LIBRARY BOARD

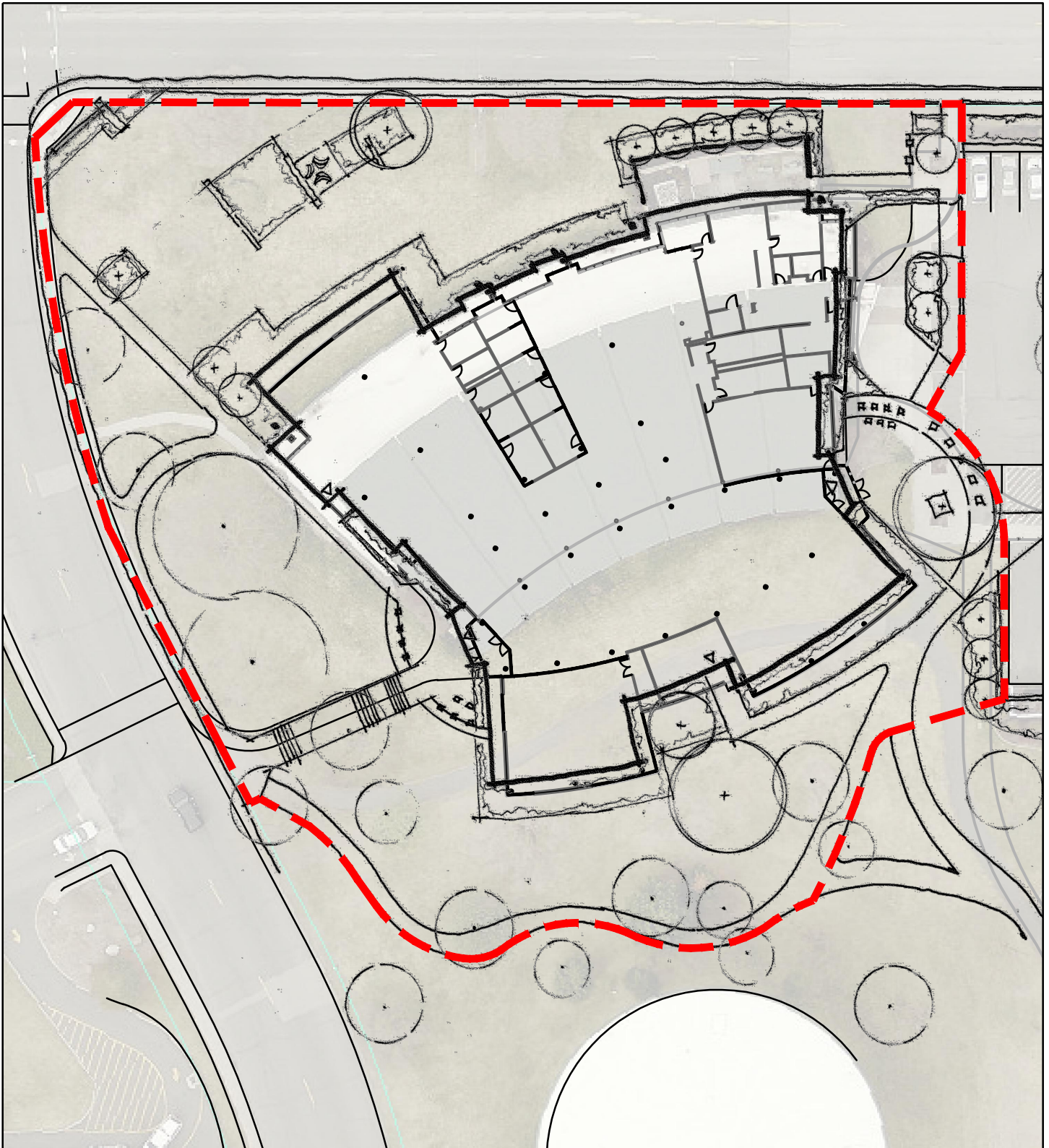
By: _____ Date _____

(Name) _____

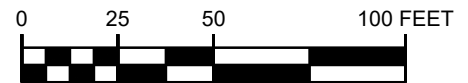
(Title) _____

Approved as to form:

Assistant City Attorney



GRAPHIC SCALE



1" = 50 FEET



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862



1" = 200 FEET



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the City of Spokane Parks and Recreation Department (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.

2. **Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and parks.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and City staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354-7272)

City: Director of Parks and Recreation (509-625-6204)

The parties agree that Coordinator of Staff duties can be delegated to staff as appropriate by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 12 below.

5. **Definitions.**

5.1 **“Campus Schools”** shall mean schools which are located adjacent to City park property and utilize City park property for regular school activities. The following is a list of “Campus Schools” including but not limited to:

Schools/Parks

Bemiss/Courtland Park
Finch/Audubon Park
Grant/Grant Park
Hamblen/Hamblen Park
Indian Trail/Indian Trail Park
Madison/Franklin Park
Garry Middle/Nevada Park
Shadle Park High/Shadle Park

5.2 **“City Facilities”** shall mean those park and recreation open spaces and facilities on City property which includes: ball fields, tennis courts, swimming pools/splash pads, golf courses and conservation lands. Riverfront Park facilities are based on availability and include open spaces and the North Bank and Forestry Shelters. Current policy is available on the City website at www.spokaneparks.org.

5.3 **“Class I Organization Sanctioned School Sponsored Activities”** shall mean those activities defined in Section III. A. 2. a., School District Procedure 4260 as now or hereafter amended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the District website at www.spokaneschools.org.

5.4 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

5.5 **“District Facilities”** shall refer to both “School Grounds” and “School Buildings”.

5.6 **“Exhibits”** shall include the following:

- A. Joint Use Scheduling Procedures
- B. SPRD/SPS Annual August Meeting Agenda
- C. GSL Golf Joint Use Agreement Protocol
- D. Shared Maintenance of Grounds at Designated Location Drawings

5.7 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.

5.8 **“School Buildings”** shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.

5.9 **“School Grounds”** shall refer to grounds, tennis courts, and playfields owned by the District.

6. **Priority of Use.**

6.1 First Priority Use. The Property owner has first priority for scheduling their facilities.

6.2 Second Priority Use. Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**

6.3 Limitation. Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

6.4 Third and Lower Priority Use. Shall be at the discretion of the entity.

7. **Use of Facilities.**

7.1 Usage and Facility Availability. District Facilities available for use are primarily elementary and middle schools; high schools gyms may be requested but availability is extremely limited. During the usual and regular school year, all City property adjacent to a District school site, and all other City park property not adjacent, but which is used by District for school activities as allowed by this Agreement, shall be considered to be operated and controlled by the District for purposes of RCW 28A.635.020 until 5 p.m. or at such time each day when the school activity is completed. Additional details are available in **Exhibit A** to this Agreement.

7.2 Scheduling.

7.2.1 Scheduling of School Buildings. Scheduling shall be in accordance with the details identified in **Exhibit A: "Schools/Park & Recreation Scheduling Procedures"** as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for kitchens.

7.2.2 Scheduling Fields and Other Facilities. Scheduling shall be in accordance with the details identified in **Exhibits A, B, and C** as mutually agreed upon between the parties.

7.2.3 Non-school Day and Holiday Use. Either party can request use of the other party's facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

7.2.4 Cancellation. Either party will provide minimum notice as provided for in **Exhibit A.** Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day

7.2.5 Play Equipment Availability. Play equipment on parks adjacent to Campus Schools will be available to the public during school hours except where the District desires exclusive use. When exclusive use is desired, the District shall either post notice of the District's exclusive use in the Park or otherwise provide notice to the public of the District's exclusive use.

8. Shared Maintenance.

8.1 Grounds Maintenance. The District and City shall share ground maintenance at Bemiss, Cooper, Finch, Grant, Indian Trail, Madison, Garry, and Shadle Schools in accordance with **Exhibit D**.

8.2 Facility Improvement Requests. Any requests by District to modify or improve City Facilities shall be submitted to the City's Director of Parks and Recreation for advance approval. This would include cutting and removing sod, relocation of backstops, installation of batting cages, buildings and other improvements.

9. Rights and Responsibilities of Both Parties.

9.1 Compliance with Rules and Laws. The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

9.2 Supervision and Inspection.

9.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

9.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

9.3 Fees, Maintenance and Custodial Service.

9.3.1 No fees except for Direct Costs shall be charged the other party for use of District and City Facilities.

9.3.2 Routine maintenance of the properties shall be the responsibility of the owning party. Pre-game dragging, in-field watering or lining, etc. will be the responsibility of the using party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

9.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

9.4 Utilities. The party owning the facility shall furnish all necessary utilities.

9.5 Equipment and Supplies.

9.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved (for example, tumbling mats, volleyball standards, baseball bases, field liners, permanently mounted time clocks), may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

9.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

9.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

9.6 Manner of Financing, Budgeting, and Billing. One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

9.7 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers.

9.8 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

9.9 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

9.10 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

10. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

11. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.2 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery. This Agreement shall specifically supersede the Joint Use Agreement entered into between Spokane School District No. 81 and the City of Spokane on August 27, 1997. Albi Stadium shall not be considered property subject to this Agreement under the August 27, 1997 Joint Use Agreement, or any other prior joint use agreements previously entered into between the District and the City.

12. Termination/Written Notice.

12.1 Termination. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

12.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District:	Office of School Support Services Associate Superintendent, School Support Services Spokane Public Schools 200 North Bernard Street Spokane, WA 99201-0282
City:	Spokane Parks and Recreation Department Director City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201-3317

12.3 Financial Crisis. In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.

13. Mandatory Dispute Resolution. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

14. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

15. Exhibits. Exhibits A – D attached hereto are a part of this Agreement.

16. Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

17. Effective Date of Agreement. This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

18. RCW 39.34 Required Clauses.

18.1 Purpose. See Section 2 above.

18.2 Duration. See Section 4 above.

18.3 Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18.4 Administration. See Section 3 above.

18.5 Responsibilities. See provisions herein.

18.6 Agreement to be Filed. The City shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

18.7 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.8 Termination. See Section 12 above.

18.9 Property Upon Termination. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

SPOKANE PUBLIC SCHOOLS

Dr. Linda McDermott
Associate Superintendent, School Support Services

Date

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Garrett Jones
Director

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
SPOKANE PUBLIC LIBRARY
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the Spokane Public Library (“Library”), a public library operating under Chapter 27.12 RCW, whose address is 906 West Main Avenue, Spokane, WA 99201.

2. **Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the Library and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and libraries.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Library Executive Director or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and Library staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354-7272)

City: Library Executive Director (509-444-5305)

The parties agree that Coordinator of Staff duties can be delegated to staff by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 11 below.

5. **Definitions.**

- 5.1 **“Schools”** shall mean all district schools and facilities.
- 5.2 **“Library Facilities”** shall mean those open spaces and facilities operated by the Library.
- 5.3 **“Class I Organization Sanctioned School Sponsored Activities”** shall mean those activities defined in Section III.2.a., School District Procedure 4260 as now or hereafter amended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the district website at www.spokaneschools.org
- 5.4 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.
- 5.5 **“District Facilities”** shall refer to both “School Grounds” and “School Buildings”.
- 5.6 **“Exhibits”** shall include the following:
- A. Joint Use Scheduling Procedures
 - B. Annual August Meeting Agenda
- 5.7 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.
- 5.8 **“School Buildings”** shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.
- 5.9 **“School Grounds”** shall refer to grounds and playfields owned by the District.

6. **Priority of Use.**

- 6.1 **First Priority Use.** The Property owner has first priority for scheduling their facilities.
- 6.2 **Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**
- 6.3 **Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.
- 6.4 **Third and Lower Priority Use.** Shall be at the discretion of the entity.

7. **Use of Facilities.**

- 7.1 **Usage and Facility Availability.** District Facilities available for use are primarily elementary and middle schools. High school buildings and grounds and use of administrative

sites may be available, but availability is limited. School sites are not available for use during the school day. Library facility usage will be available during library operating hours.

7.2 Scheduling.

7.2.1 Scheduling of School Buildings. Scheduling shall be in accordance with the details identified in **Exhibit A**: “Schools/Library Scheduling Procedures” as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for use of SPS kitchens.

7.2.2 Scheduling Fields and Other Facilities. Scheduling shall be in accordance with the details identified in **Exhibit A and B** as mutually agreed upon between the parties.

7.2.3 Non-school Day and Holiday Use. Either party can request use of the other party’s facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

7.2.4 Cancellation. Either party will provide minimum notice as provided for in **Exhibit A**. Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day.

8. Rights and Responsibilities of Both Parties.

8.1 Compliance with Rules and Laws. The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

8.2 Supervision and Inspection.

8.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party’s programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

8.2.2 Each party is solely responsible for inspecting the other party’s facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

8.3 Fees, Maintenance and Custodial Service.

8.3.1 No fees except for Direct Costs shall be charged the other party for use of District and Library Facilities.

8.3.2 Routine maintenance of the properties shall be the responsibility of the owning party.

8.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

8.4 **Utilities.** The party owning the facility shall furnish all necessary utilities.

8.5 **Equipment and Supplies.**

8.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

8.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

8.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

8.6 **Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

8.7 **No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment

with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers. .

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

8.9 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

8.10 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

9. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

10. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

11. Termination/Written Notice.

11.1 Termination Notice. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

11.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District: Office of School Support Services
Associate Superintendent, School Support Services
Spokane Public Schools
200 North Bernard Street
Spokane, WA 99201-0282

Library: City of Spokane Public Library
Executive Director
906 W Main Ave
Spokane, WA 99211

11.3 Financial Crisis. In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) days notice to the other

12. Mandatory Dispute Resolution. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

13. Governing Law/Venue. The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

14. Authority to Sign and Obligate. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

15. Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

16. RCW 39.34 Required Clauses.

16.1 Purpose. See Section 2 above.

16.2 Duration. See Section 4 above.

16.3 Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

16.4 Administration. See Section 3 above.

16.5 Responsibilities. See provisions above.

16.6 Agreement to be Filed. The Library shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with its Secretary and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

16.7 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

16.8 Termination. See Section 11 above.

16.9 Property Upon Termination. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

SPOKANE PUBLIC SCHOOLS

Dr. Linda McDermott
Associate Superintendent, School Support Services

Date

CITY OF SPOKANE LIBRARY

Andrew Chanse
Executive Director

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**JOINT USE AGREEMENT BETWEEN SPOKANE PUBLIC LIBRARY AND
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT
REGARDING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is entered into by and between Spokane Public Library (“Library”), a department of the City of Spokane organized under Chapter 27.12 RCW, whose address is 906 West Main Ave. Spokane, WA 99201, and the City of Spokane Parks and Recreation Department of the City of Spokane (“City”), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.
2. **Authority and Purpose.** The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and Library within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of libraries and parks.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the Library Executive Director or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:
 - 3.1 **Meetings.** Library and City staff involved with the direct provision of services will meet a minimum once a year, in person, to address issues regarding delivery of services under this Agreement.
 - 3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

Library: Executive Director; (509-444-5305)

City: Director of Parks and Recreation; (509-625-6204)

The parties agree that Coordinator or Staff duties can be delegated to staff appropriate by notice in writing to the other party.

4 **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2019, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 14 below.

5 **Definitions.**

5.1 **“Branch Locations”** shall mean libraries which are located adjacent or in close proximity to City park property. The following is a list of ‘Branch Locations’ including but not limited to:

Libraries/Parks

Downtown/Riverfront Park

Eastside/Liberty Park

Hillyard/AM Cannon Park

Shadle/Shadle Park

Indian Trail/Indian Trail Park

South Hill/Comstock Park

5.2 **“City Facilities”** shall mean those park and recreation open spaces and facilities on City property. Riverfront Park facilities are based on availability and include open spaces, the North Bank and Forestry Shelters. Current policy is available on the City website at www.spokaneparks.org.

5.3 **“Direct Cost”** shall mean costs incurred solely as a result of the other party’s specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

5.4 **“Library Facilities”** shall refer to both “Library Grounds” and “Library Buildings”.

5.5 **“Exhibits”** shall include the following:

A. Joint Use Scheduling Procedures

B. SPRD/SPL Annual August Meeting Agenda

5.6 **“Joint Use Partner”** shall mean any entity that has a reciprocal agreement with either party to this Agreement.

6 **Priority of Use.**

6.1 **First Priority Use.** The Property owner has first priority for scheduling their facilities.

6.2 **Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A.**

6.3 **Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or open space) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.

6.4 **Third and Lower Priority Use.** Shall be at the discretion of the entity.

7 Use of Facilities.

7.1 **Usage and Facility Availability.** Additional details are available in **Exhibit A** to this Agreement.

7.1.1 **Library Facilities** available for use are: spaces at all Spokane Public Libraries, primarily program rooms, class rooms, and conference rooms. Other library spaces (including staff, computer, and collection areas) have limited availability, but can be requested.

7.1.2 **Park Facilities** available for use are: spaces at Spokane Park facilities, including open spaces, playgrounds and picnic shelters.

7.2 Scheduling.

7.2.1 **Scheduling of Library Buildings and Park Facilities.** Scheduling shall be in accordance with the details identified in **Exhibit A**: “Library/Park & Recreation Scheduling Procedures” as mutually agreed upon between the parties.

7.2.2 **Cancellation.** Either party will provide a minimum of 5 days’ notice of any cancellation. Alternate sites will be offered as available. If no alternate site is available, the cancelled party will be afforded a make-up day.

7.2.3 **Play Equipment Availability.** Play equipment on parks adjacent to Libraries will be available to the public except when the Library desires exclusive use. When exclusive use is desired, the Library shall either post notice of the Library’s exclusive use in the Park or otherwise provide notice to the public of the Library’s exclusive use in coordination with the designated SPRD staff member.

8 Rights and Responsibilities of Both Parties.

8.1 **Compliance with Rules and Laws.** The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

8.2 **Supervision and Inspection.**

8.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

8.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

8.3 **Fees, Maintenance and Custodial Service.**

8.3.1 No fees except for Direct Costs shall be charged the other party for use of Library or City Facilities.

8.3.2 Routine maintenance of the properties shall be the responsibility of the owning party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

8.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

8.4 **Utilities.** The party owning the facility shall furnish all necessary utilities.

8.5 **Equipment and Supplies.**

8.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. Library-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is

returned to a condition as good as or better than the condition prior to damage.

- 8.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.
- 8.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.
- 8.6 **Manner of Financing, Budgeting, and Billing.** One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.
- 8.7 **Background Checks.** The City and the Library will comply with the requirements of RCW 43.43.830 requiring background checks for any prospective employee or volunteer who will or may have unsupervised access to children under sixteen years of age or developmentally disabled persons or vulnerable adults during the course of the prospective employee's employment or volunteer opportunity. Both parties will use their best efforts to assure that no employee or volunteer with an adverse conviction record will or may have access to children under sixteen years of age or developmentally disabled persons or vulnerable adults during the course of the employment or volunteer activity. Any failure to comply with this section shall be grounds for immediate termination of this Agreement and immediate termination of any use of facilities by the other party or its agents.
- 8.8 **No Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or

privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers. Each party's employees and students do not, by this Agreement, become agents or employees of the other party, and shall not be entitled to any rights and privileges established for employees of the other party, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

- 8.9 **Nondiscrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- 8.10 **ADA Requirements.** Each party is responsible for its own facilities' compliance with ADA requirements. If the Library receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility issues.
- 8.11 **Damage to Property.** When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.
- 9 **Assignment/Binding Effect.** Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.
- 10 **Integration/Modification/Supersession.** This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.
- 11 **Indemnification/Hold Harmless/Duty to Defend.** Each party to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each party agrees to defend, indemnify, and hold the other party harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, reasonable attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party

shall not be required to indemnify the other party for that party's own proportionate share of fault. Reasonable attorney fees and litigation expenses incurred by a party in successfully enforcing the indemnification provisions of this section shall be paid by the party against whom the provision was enforced. The parties agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the parties therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51 RCW.

- 12 **Insurance.** During the term of this Agreement, each party shall maintain in force at its own expense, the following insurance:

12.1 Workers' 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 or Stop Gap Insurance.

12.2 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 premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this contract.

12.3 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 cancelling party or its insurer(s) to the non-cancelling party.

12.4 In lieu of the above cited insurance, either party may provide documentation demonstrating its self-insured status

- 13 **Amendment.** This Agreement may be amended only by mutual written agreement signed by authorized officials and not by course of performance

14 **Termination/Written Notice.**

14.1 **Termination.** This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach within the 180 day time period. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 16 of this Agreements prior to termination of the Agreement.

14.2 **Recipients of Termination Notices.** Notice shall be sent to the parties as follows:

Library: Spokane Public Library
Executive Director
906 W Main Ave,

City: Spokane Parks and Recreation Department – City Hall
Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201-3317

- 14.3 **Shared Facilities Disposition.** In the event of cancellation of this Agreement, the parties shall agree to negotiate in good faith for the use of shared facilities or facilities in which the party has invested.
- 15 **Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserved the right to terminate this Agreement upon one hundred eighty (180) day notice to the other party.
- 16 **Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
- 17 **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.
- 18 **Related Agreements.** This Joint Use Agreement does not supersede any other use agreement between the parties and to the extent this agreement conflicts with other pre-existing agreements the other agreements shall prevail.
- 19 **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.
- 20 **Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties.
- 21 **Organization of Separate Entity and Its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SPOKANE PUBLIC LIBRARY:

Andrew Chanse
Executive Director

Date

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

Garrett Jones
Director

Date

CITY OF SPOKANE

David A. Condon
Mayor

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A

Spokane Public Library (SPL) Spokane Parks & Recreation Department (SPRD) Joint Use of Facilities Scheduling Procedures

I. SPL/SPRD Joint Use Agreement

The SPS/SPRD Joint Use agreement is a partnership between SPS and SPRD to allow reciprocal use of facilities owned by both parties.

II. Authorization Protocol

- a. SPRD Director of Recreation or designated staff are authorized to make requests on behalf of SPRD or approve requests.
- b. SPL staff authorized to make requests on behalf of SPL or approve requests from SPRD are the Community Engagement Managers or designated staff.

III. SPL and SPRD Facilities & Availability

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. Activities at an SPL Facility can be scheduled to end up until the location's standard closing time, unless otherwise approved by SPL staff. The latest that an activity can be scheduled at an SPRD Facility is 11:00pm.

IV. Required Time Line

There will be a required annual meeting no later than the first week of August to establish deadlines for the year if SPRD is planning on utilizing SPL space for programming. An agenda with required topics is included as Exhibit B.

V. Facility Use Cancellations or Changes

- a. Instructors are responsible for adhering to the Library's Meeting Room Policy which can be found at www.spokanelibrary.org/meeting-rooms.
- b. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- c. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- d. For SPL facilities changes to scheduled events shall be submitted through e-mail at ask@spokanelibrary.org. In the event of a later cancellation a call must be made to 444-5300.
- e. For SPRD facilities changes to scheduled events shall be submitted through e-mail to the scheduler at parkopsreservations@spokanecity.org.
- f. If facilities are closed due to weather all scheduled usage is cancelled.

VI. Scheduling

- a. SPL programs to take priority in SPL facilities and SPRD programs to take priority in SPRD facilities.

VII. Fees.

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

EXHIBIT B
SPRD/SPL Annual August Meeting
Agenda

Meeting to be held no later than the first week of August each year

1. Update contact list
2. Discuss needs of each program and problems solve any challenges
3. Review deadlines for priority submission of schedules
4. Review scheduling details
5. Review rules for use and process for collection of signed rules
6. Review current rate schedules for direct costs
7. Facility/park projects that may impact availability
8. Discuss any program changes that may impact other programs
9. Changes to facility/program hours
10. Equipment, maintenance and other needs
11. Discuss any operational changes or concerns
12. Other

Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
SPOKANE PUBLIC LIBRARY
OPERATING AGREEMENT**

1. Parties. This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 (“District”), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the Spokane Public Library (“Library”), a public library operating under Chapter 27.12 RCW, whose address is 906 West Main Avenue, Spokane, WA 99201.

2. Authority and Purpose. The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the Library and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This Agreement clarifies the responsibilities and obligations of each party for sites with regularly scheduled ongoing use by the other party.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and libraries. Each party will be constructing or renovating their respective shared facilities and developing programs and services. The coordinated planning between the parties for the shared facilities and the development of the programs and services will result in subsequent amendments to this Agreement to provide further provisions for the shared use of these facilities.

3. Administration. The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Library Executive Director or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 Meetings. District and Library staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 Coordinator of Services. Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354 7272)

City: Library Executive Director (509-444-5305)

The parties agree that Coordinator of Staff duties can be delegated to staff by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2024, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Paragraph 13 below.

5. **Definitions.**

5.1 **Ownership.** Title to property.

5.2 **Construction.** The project design, project management and all costs and liability associated with construction of a facility.

5.3 **Shared Facilities.** Facilities that are accessed under this agreement. Facilities that have long term use of dedicated space, much like a leased space.

5.3.1 Library facilities include but are not limited to:

5.3.1.1 Sprague Branch, known as “The Hive”

5.3.1.2 Shadle Park Branch

5.3.2 School facilities include but are not limited to:

5.3.2.1 Shaw Middle School

5.4 **Shared Maintenance and Operation Costs.** Ongoing operational costs for regularly scheduled usage on a long-term basis of a facility. Shared costs include but are not limited to custodial, maintenance, consumables and equipment.

5.5 **Joint Use.** One time or limited period of usages scheduled and accessed under separate agreement, Interlocal Agreement Between Spokane Public Schools and Spokane Public Library Regarding Joint Use of Facilities.

6. **Facility Construction and Ownership.**

6.1 Facility ownership will be retained by each party possessing title to the respective property.

6.2 Facility design will be collaborative with each party participating in the design team of the “shared facilities.”

6.3 Construction costs will be the obligation of the property owner.

6.4 All costs and liability associated with the construction is the responsibility of the respective owner.

6.5 Each facility shall be equipped with the HVAC and other operating systems that are standard for the owning entity.

6.6 The facility owner shall control the final design and construction, as well as determining the construction schedule.

7. Facility Operations, Cleaning and Maintenance.

- 7.1 Routine cleaning is the responsibility of the property owner.
- 7.2 Routine maintenance is the responsibility of the property owner.
- 7.3 Major maintenance projects or other major improvements shall be presented and jointly approved with funding to be determined per Section 3.

8. Facility Scheduling. Facility scheduling shall be through each Party's facility scheduling system. See **Exhibit A** for additional detail.

9. Shared Costs.

- 9.1 All shared costs shall be reviewed annually at a joint meeting. See Section 3.
- 9.2 Incremental costs resulting from use under this agreement shall be estimated annually with the cost sharing agreed upon by the parties.
- 9.3 Unexpected costs shall be communicated immediately for determination on cost sharing.

10. Rights and Responsibilities of Both Parties.

10.1 Compliance with Rules and Laws. The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

10.2 Supervision and Inspection.

10.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

10.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

10.3 Utilities. The party owning the facility shall furnish all necessary utilities, including internet access unless otherwise agreed during construction design.

10.4 Equipment and Supplies.

10.4.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

10.4.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

10.4.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

10.5 Manner of Financing, Budgeting, and Billing. One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost.' This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

10.6 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party.

10.7 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age,

sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

10.8 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

10.9 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

11. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

12. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 13.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

13. Termination/Written Notice.

13.1 Termination Notice. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 14 of this Agreement prior to termination of the Agreement.

13.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District: Office of School Support Services
Associate Superintendent, School Support Services
Spokane Public Schools
200 North Bernard Street
Spokane, WA 99201-0282

Library: Spokane Public Library
Executive Director
906 W Main Ave
Spokane, WA 99211

13.3 **Shared Facilities Disposition.** In the event of cancellation of this Agreement, the parties shall agree to negotiate in good faith for the use of shared facilities or facilities in which the party has invested.

13.4 **Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) days notice to the other party.

14. **Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

15. **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

16. **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

17. **Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

18. **RCW 39.34 Required Clauses.**

18.1 **Purpose.** See Section 2 above.

18.2 **Duration.** See Section 4 above.

18.3 **Organization of Separate Entity and Its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

18.4 **Administration.** See Section 3 above.

18.5 **Responsibilities.** See provisions above.

18.6 **Agreement to be Filed.** The Library shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with its Secretary or place it on its web site or other electronically retrievable public source.

18.7 **Financing.** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.8 **Termination.** See Section 13 above.

18.9 **Property Upon Termination.** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon

termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

SPOKANE PUBLIC SCHOOLS

Dr. Linda McDermott
Associate Superintendent, School Support Services

Date

SPOKANE PUBLIC LIBRARY

Andrew Chanse
Executive Director

Date

Attest:

Approve as to form:

City Clerk

Assistant City Attorney

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

07/22/2019

Date Rec'd	7/10/2019
Clerk's File #	OPR 2019-0536
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	LEASES BETWEEN SPOKANE PARKS AND RECREATION AND SPOKANE PUBLIC		

Agenda Wording

Two Land Lease and Use Agreements between Parks and Spokane Public Library (SPL) for property to build and expansion of the Shadle Branch Library and to construct a new Liberty Park Branch.

Summary (Background)

The leases provide for property to be used by SPL for facilities and requires the Library to install improvements that can be used by both Parks and SPL. The Boards of both Parks and Libraries will be approving these leases prior to presentation to the City Council.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u> 7/22/19
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	DALTON, PAT	rromero@spokanecity.org, cwolff@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	dstele@spokanecity.org, gjones@spokanecity.org
<u>Additional Approvals</u>		achanse@spokanecity.org,
<u>Purchasing</u>		pdalton@spokanecity.org
		mpiccolo@spokanecity.org
		jrichman@spokanecity.org
		parksaccounting@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Agreement will end 30 days after the interfaces are implemented as a part of the ESuite Go Live.

Summary (Background)

Citations(LERMS-to-eProsecutor): This near-real-time interface will expedite the Prosecutor office's ability to build and file criminal cases with the Municipal Court for both 1st Appearance and "Cite & Release" dockets. Infractions(LERMS-to-eCourt): This interface will automate the receipt and construction of infraction cases for the Municipal Court office. Warrant Create(eCourt-to-LERMS): Court Clerks will have the ability to create warrants electronically and send them directly to Police Records through this interface, which will eliminate paper warrants and reduce the amount of time it takes to create the process warrants between the two agencies. Warrant Updates(LERMS-to-eCourt): As warrants are served, updates will be electronically sent to eCourt where clerks can make case updates, as well as, cancel the warrant in the State's case mgmt system, JIS.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

LIBERTY PARK LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Land Lease and Use Agreement ("Agreement") is between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board").

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, the Library Board is empowered by Chapter 27.12 RCW with the supervision, care and custody of all Library property, exclusive control of Library finances and the authority to lease land for library buildings; and

WHEREAS, the Library Board issued a Future and Facilities Study in 2016 which addressed the future library services at the neighborhood branch libraries. The Library Board proposed a ballot proposition to the voters of the City to fund the construction of a new Liberty Park Library Branch on property owned and operated by the Park Board; and

WHEREAS, the Parks Board issued a resolution on August 9, 2018 in support of adding a library location in Liberty Park and expanding the existing library in Shadle Park in response to the Future and Facilities Study; and

WHEREAS, on November 6, 2018, the voters of the City of Spokane approved a \$77 million dollar bond proposition to finance Spokane Public Library capital improvements, including the construction of a new Liberty Park Library Branch; and

WHEREAS, the parties desire to enter into this Land Lease and Use Agreement for the construction of a new Liberty Park Library Branch and the subsequent use and operation --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a new branch library in Liberty Park. The lease from the Park Board to the Library Board shall be for fifty years, with an option to renew the lease for an additional fifty years, on the condition that the leased property be used solely by the Library Board for a branch library. The Park Board agrees to lease to the Library Board land at Liberty Park for a new branch library. The total amount of Park land to be lease to the Library Board at Liberty Park will not exceed 43,000 square feet. This 43,000 square feet includes land for a building, required parking, sidewalks,

landscaping and other necessary requirements (hereinafter referred to as the "Branch Site").

2. PROPERTY. The property to be leased to the Library Board is located on the northeast quadrant of Liberty Park, on the corner of Pittsburgh St and 4th Ave as depicted in Exhibit A, attached hereto and incorporated by this reference. The Library Board shall have exclusive control of the Branch Site during the time a library branch is maintained on that site. All structures erected on the property shall remain the property of the Library Board as long as the property is used as a branch library.

3. CONDITIONS. The Park Board leases to the Library Board the use of park property for a branch library subject to the following conditions:

B. During the design, development and construction of the branch library, the Park Board will be presented the design plans for review and comment limited to the exterior building, landscaping and impact on the Park. . The Library Board, staff and construction project team shall review, consider, and, when feasible, incorporate the Park Board's comments into the construction design. After the Park Board's review and the Library Board's approval of the design and development phase of design for the construction of the branch library, only substantial changes to the construction documents need to be reviewed by the Park Board and approved by the Library Board;

C. The Library Board shall replace every existing tree removed from the Branch Site with two new trees placed within the park, after consultation and concurrence from Park staff, will provide remediation for the displacement of existing tennis courts, and shall repair any damage to the turf and irrigation system during construction of the library expansion; and

D. The Park Board may lease additional park property to the Library Board to be used as a staging area for construction upon such terms as agreed upon by the Park Board and the Library Board. The Library Board agrees to return the property to its condition before use.

E. The parties shall develop programs that will enable 1) the Parks Department to have access to the branch library, 2) the Parks Department to participate in Library programs, and 3) joint use of branch library space.

4. MAINTENANCE. The Library Board shall be responsible for maintenance of the branch library, the parking lot used by the Library and associated

landscaping, all driveways and all sidewalks adjacent to the Branch Site, including snow removal, surface sweeping, and restriping of parking space lanes. The parties shall address cost sharing for any surface parking lot repairs in the event the need to repair or replace the asphalt surface. The Park Board shall maintain all park land adjacent to the branch library. It shall be a cooperative venture worked out in the best interests of the taxpayers.

5. TERMINATION. If the Library Board closes the Liberty Park Library Branch, the lease shall terminate. The Library Board shall remove all structures from the property and restore the property to park condition unless the Park Board, in its discretion, notifies the Library Board that the improvements may remain.
6. PARK SALE. In the event the Park Board elects to sell Liberty Park or such parts of Liberty Park as may be occupied by the branch library, the Park Board agrees to assign ownership of a parcel that includes the branch library footprint and associated parking lot to the Library Board.
7. RENT. The Library shall pay the Park Board \$1 per year as rent for the use of the park land as described in this Lease. It is the understanding of the parties hereto that rent is in a negligible amount because of the value to the Park Board of having the Liberty Park Library Branch located in Liberty Park and because of the cooperative nature of the relationship between the parties.

SPOKANE PARK BOARD

By _____

Date

(Name) _____

(Title) _____

SPOKANE PUBLIC LIBRARY BOARD

By: _____

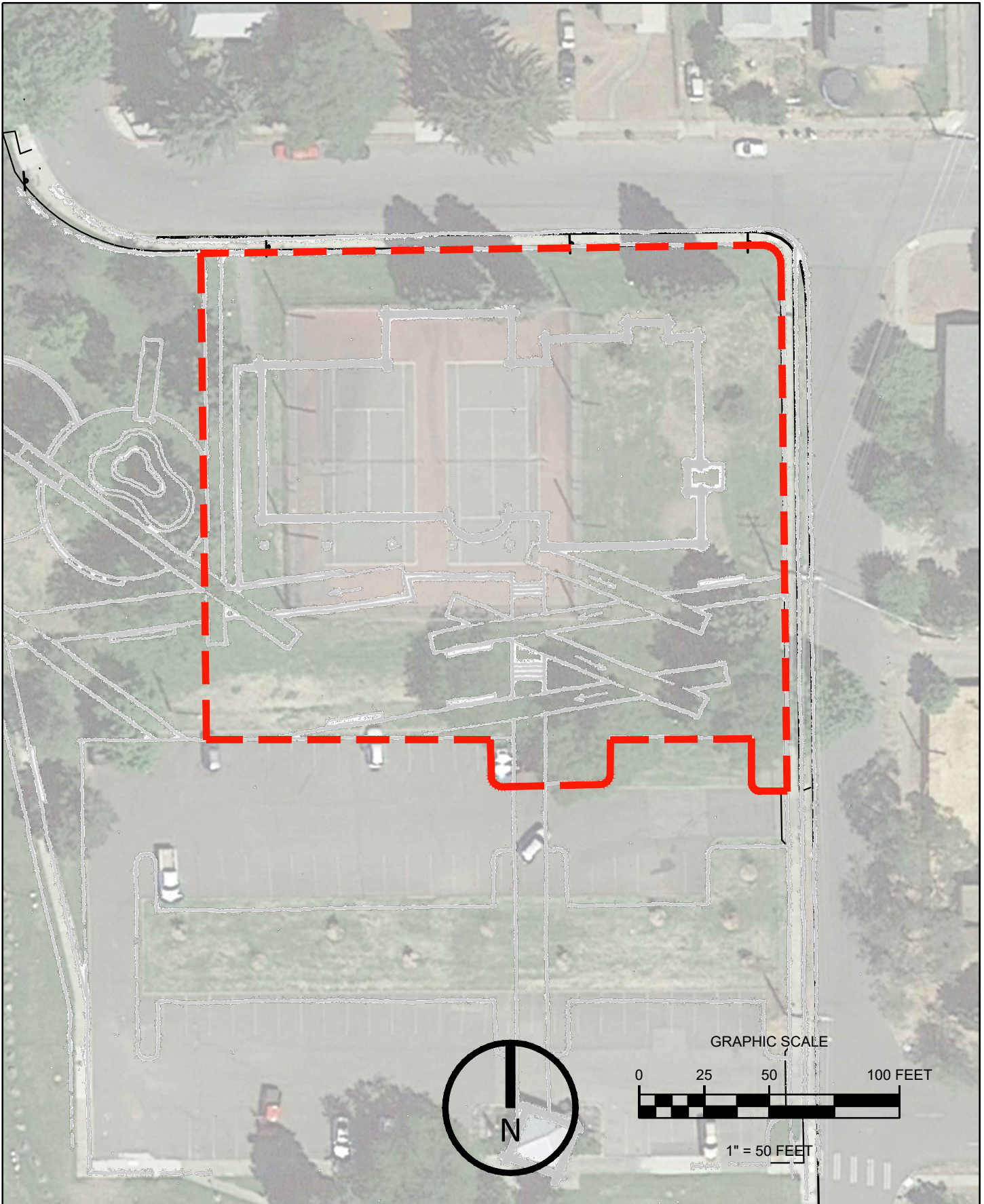
Date

(Name) _____

(Title) _____

Approved as to form:

Assistant City Attorney



827 W 1ST AVE STE 220
PHONE (509) 252-5019 FAX (509) 315-8862



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SHADLE LIBRARY BRANCH LAND LEASE AND USE AGREEMENT

This Land Lease and Use Agreement ("Agreement") is between the City of Spokane Park Board ("Park Board") and the Spokane Public Library Board of Trustees ("Library Board").

WHEREAS, the Park Board is empowered by Article V of the City Charter with the authority to care for, manage, control and improve all parks and grounds used for park purposes and the authority to grant leases and privileges under such restrictions and for such compensation as the Board may prescribe; and

WHEREAS, the Library Board is empowered by Chapter 27.12 RCW with the supervision, care and custody of all Library property, exclusive control of Library finances and the authority to lease land for library buildings; and

WHEREAS, the Library Board issued a Future and Facilities Study in 2016, which provided that the current Shadle Library Branch located on property owned and operated by the Park Board was insufficient to provide necessary library services to the surrounding neighborhood and the Library proposed a ballot proposition to the voters of the City to fund the design, acquisition, construction and remodel of an expanded Shadle Library Branch; and

WHEREAS, the Parks Board issued a resolution on August 9, 2018, in support of adding a library location in Liberty Park and expanding the existing library in Shadle Park in response to the Future and Facilities Study; and

WHEREAS, on November 6, 2018, the voters of the City of Spokane approved a \$77 million dollar bond proposition to finance Spokane Public Library capital improvements, including the expansion and modernization of the Shadle Library Branch; and

WHEREAS, the Park Board and the Library Board have previously entered into an agreement dated July 3, 1995, (OPR 95-506) for the construction and operation of the Shadle Library Branch located on Park property that is under the care, custody and control of the Park Board; and

WHEREAS, the parties desire to enter into this Land Lease and Use Agreement for the expansion of the Shadle Library Branch and the subsequent use and operation --

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is for the Park Board to lease land to the Library Board in order to allow the Library Board to construct and operate a branch library on property, which is part of Shadle Park and under the care, custody and control of the Park Board. This authority shall include the continued operation of the Shadle Branch Library as authorized in the July 3, 1995, Agreement as well as the expansion of the Shadle Branch as set forth in Paragraph 2. The lease from the Park Board to the Library Board shall be for fifty years, with an option to renew the lease for an additional fifty years, on the condition that the leased property be used solely by the Library Board for a branch library. The Park Board agrees to lease to the Library Board land adjacent to the existing Shadle Branch library for a branch library building expansion. The total amount of Park land to be leased to the Library Board at Shadle Park will not exceed 77,000 square feet, which shall consist of the footprint of the building, and additional land for required parking, sidewalks, landscaping, and other requirements (hereinafter referred to as the "Branch Site.")
2. EXPANSION OF THE EXISTING SHADLE LIBRARY BRANCH. This Agreement authorizes the Library Board to remodel and expand the existing Shadle Library Branch as generally depicted in Exhibit A.
3. PROPERTY. The property to be leased by the Library Board is located on the northwest corner of Shadle Park, on the corner of Belt and Wellesley as depicted in Exhibit B, attached hereto and incorporated by this reference. The Library Board shall have exclusive control of the Branch Site during the time a library branch is maintained on that site. All structures erected on the property shall remain the property of the Library Board as long as the property is used as a branch library.
4. CONDITIONS. The Park Board leases to the Library Board the continued use of park property for use a branch library, included the expanded site subject to the following conditions:
 - A.. During the design and development of the branch library remodel and expansion, the Park Board will be presented the design plans for review and comment limited to the exterior building, landscaping and impact on the Park. The Library Board, staff and construction project team shall review, consider, and, when feasible, incorporate the Park Board's comments into the construction design. After the Park Board's review and the Library Board's

approval of the design and development phase of design for the remodeled and expanded branch library, only substantial changes to the agreed improvements specified in the construction documents need to be reviewed by the Park Board and approved by the Library Board;

C. The design and construction of the improvements shall be the responsibility of the Library Board, to be completed during the general construction of the branch library remodel and expansion;

D. The Library Board shall replace every existing tree removed from the Branch Site with two new trees placed within the park, after consultation and concurrence from Park staff, and shall repair any damage to the turf and irrigation system during construction of the library expansion; and

E. The Park Board may lease additional park property as a staging area for construction upon such terms as agreed upon by the Park Board and the Library Board. The Library Board agrees to return the property to its condition before use.

F. The parties shall develop programs that will enable 1) the Parks Department to have access to the branch library, 2) the Parks Department to participate in Library programs, and 3) joint use of branch library space.

5. MAINTENANCE. The Library Board shall be responsible for maintenance of the branch library, the parking lot used by the Library and associated landscaping, all driveways and all sidewalks adjacent to the Branch Site, including snow removal, surface sweeping, and restriping of parking space lanes. The parties shall address cost sharing for any surface parking lot repairs in the event the need to repair or replace the asphalt surface. The Park Board shall maintain all park land adjacent to the branch library. It shall be a cooperative venture worked out in the best interests of the taxpayers.
6. TERMINATION. If the Library Board closes the Shadle Library Branch, the lease shall terminate. The Library Board shall remove all structures from the property and restore the property to park condition unless the Park Board, in its discretion, notifies the Library Board that the improvements may remain.
7. PARK SALE. In the event the Park Board elects to sell Shadle Park, or such parts of Shadle Park as may be occupied by the branch library, the Park Board agrees to sell a parcel that includes the branch library footprint and associated parking lot to the Library Board.

8. RENT. The Library shall pay the Park Board \$1 per year as rent for the use of the park land as described in this Lease. It is the understanding of the parties hereto that rent is in a negligible amount because of the value to the Park Board of having the Shadle Library Branch located in Shadle Park and because of the cooperative nature of the relationship between the parties.

SPOKANE PARK BOARD

By: _____ Date _____

(Name) _____

(Title) _____

SPOKANE PUBLIC LIBRARY BOARD

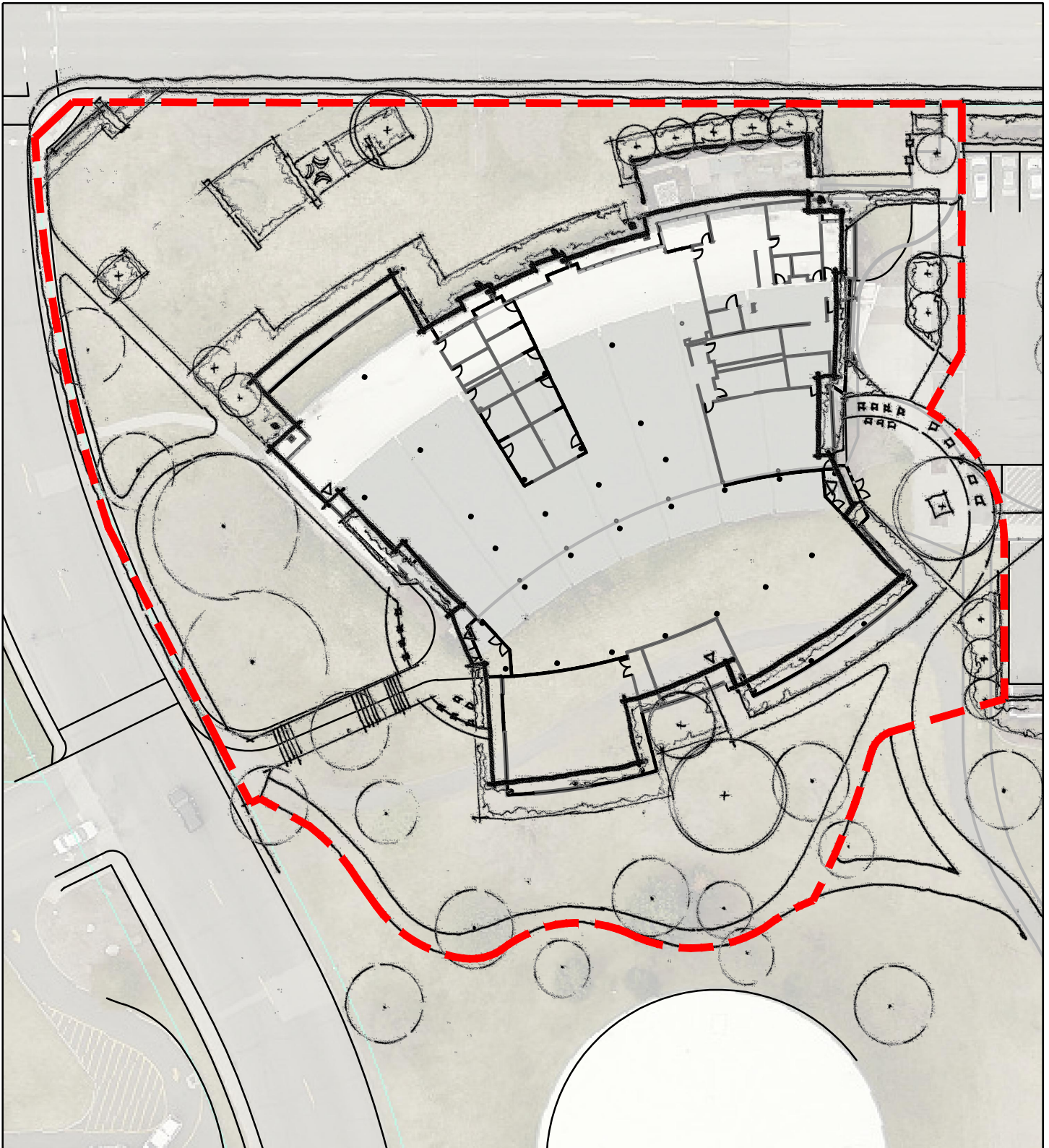
By: _____ Date _____

(Name) _____

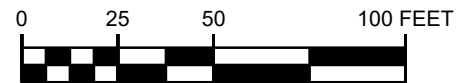
(Title) _____

Approved as to form:

Assistant City Attorney



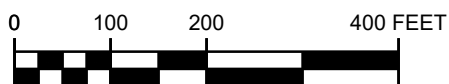
GRAPHIC SCALE



1" = 50 FEET



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PHONE (509) 252-5019 FAX (509) 315-8862



1" = 200 FEET



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