

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through May 4, 2020.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. **The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering the access code 966 942 097 when prompted.**

The regularly scheduled 6:00 p.m. Legislative Sessions are canceled through May 4, 2020. City Council will be moving all legislative agenda items to their regularly scheduled 3:30 p.m. Briefing / Administrative Sessions, pending Council approval.

**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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 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 (3) minutes to present their 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 there to 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, APRIL 13, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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. Restated Interlocal Agreement for Animal Control Services with Spokane County for services in the City of Spokane from January 1, 2019, through December 31, 2025—\$670,451 for 2020, plus one-time payment of \$89,431 for prior deficient payments from January 1, 2014, through December 31, 2019. Total Amount: \$759,882.
Michael Ormsby | Approve | OPR 2020-0066 |
| 2. Low Bid of <u>(to be determined at bid opening on March 16, 2020)</u> for Sprague Avenue Rebuild 2B—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside.
Dan Buller | Approve | OPR 2020-0355
PRO 2019133 |
| 3. Low Bid of Garco Construction, Inc. (Spokane, WA) for Post Street Pedestrian and Utility Bridge Replacement—\$17,989,949. An administrative reserve of \$1,798,994.90 which is 10% of the contract price, will be set aside.
Dan Buller | Approve | OPR 2020-0372
BID 2017105 |

- | | | | |
|----|---|----------------|------------------------------|
| 4. | Amendment to Subrecipient Agreement with Goodwill Industries (Spokane) for the Housing and Essential Needs Program to increase funds and extend the project term to June 30, 2020—\$526,141.
Matt Davis | Approve | OPR 2019-0649 |
| 5. | Consultant Agreement with GHD, Inc. (Lynwood, WA) for development of a 20-year Capital Facilities Plan Multi-Objective Decision Analysis for Water, Sewer, and Stormwater from April 1, 2020, through December 31, 2020—\$74,000.
Marcia Davis | Approve | OPR 2020-0373
ENG 2017091 |
| 6. | Recommendation to list the following buildings on the Spokane Register of Historic Places: | Approve
All | |
| | a. Edwidge Apartments, 1227 West Riverside Avenue. | | OPR 2020-0374 |
| | b. Wells Chevrolet Showroom Building, 1229 West First Avenue. | | OPR 2020-0375 |
| | c. Myrtle Apartments, 1214 West Sprague Avenue.
Megan Duvall | | OPR 2020-0376 |
| 7. | Contract Renewals with: | Approve
All | |
| | a. Oracle America, Inc. (Dallas, TX) for license support to include Update Subscription Services and Right to Use Oracle licenses from April 21, 2020 through April 20, 2021—\$199,483.50 (incl. tax). | | OPR 2019-0314 |
| | b. Carahsoft Technology Corp. (Reston, Virginia) for the Salesforce Customer Relationship Management licenses in support of MySpokane's 311 Incapsulate Customer Relationship Management system from May 1, 2020 through April 30, 2021—\$114,025.68 (incl. tax).
Michael Sloon | | OPR 2019-0293
RFP 4481-18 |
| 8. | Contract Amendment/Extension with Comgroup, Inc. (Kirkland, WA) to provide the City with Engineering Services for designing and installing a diverse fiber path from the Public Safety Building to the Combined Communications Building—\$8,276.40 (incl. tax).
Michael Sloon | Approve | OPR 2018-0649
RFP 195-18 |
| 9. | Contract with Helmsman Management Services, LLC (Boston, MA) for licensing and implementation services for the replacement of the City's Workers Compensation System from April 1, 2020, through March 31, 2023—\$73,363.20 (incl. tax).
Michael Sloon | Approve | OPR 2020-0377
RFP 5090-19 |

10. Report of the Mayor of pending: Approve &
Authorize
Payments CPR 2020-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, 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 _____, 2020: \$_____. CPR 2020-0003
11. City Council Meeting Minutes: _____, 2020. Approve
All CPR 2020-0013
-

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

NOTE: The regularly scheduled 6:00 p.m. Legislative Session of the Spokane City Council on April 13, 2020, is canceled. City Council will be moving their legislative agenda items to their regularly scheduled 3:30 p.m. Administrative Session, pending Council approval.

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0020 Approving the Settlement Agreement and General Release of All Claims of Linda and Ron Dolar for \$200,000 settled through mediation. (Council Sponsor: Council President Breean Beggs)

Nathaniel Odle

Request motion to defer the following item (ORD C35870) to a later date (to be determined by City Council):

ORD C35870

Prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called “mosquitos”; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code. (Deferred from March 16, 2020, Agenda) (Council Sponsor: Council Member Burke)

Council Member Burke

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for April 13, 2020
(per Council Rule 2.1.2)**

OPEN FORUM – WILL NOT BE HELD

ADJOURNMENT

The April 13, 2020, Regular Legislative Session of the City Council is adjourned to April 20, 2020.

NOTES

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

04/13/2020

Date Rec'd

3/24/2020

Clerk's File #

OPR 2020-0066

Renews #**Submitting Dept**

FINANCE & ADMIN

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 W/ SPOKANE COUNTY ANIMAL CONTROL SERVICES

Agenda Wording

This is a restated Agreement for Animal Control Services with Spokane County for Services in the City of Spokane for 2019-2025.

Summary (Background)

This is a restated Interlocal Agreement for Animal Control Service with Spokane County for Services in the City of Spokane that includes a one time deficiency payment. A Special Budget Ordinance passed on February 24, 2020 provided the additional funding for the interlocal agreement.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 670,451.00

0020-88400-18900-54201

Expense \$ 89,431.00

0020-88400-18900-54201

Select \$

#

Select \$

#

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

INGIOSI, PAUL

Study Session\Other

1/8/20

Division Director

WALLACE, TONYA

Council Sponsor

1/27/20

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

TSHELDON@spokanecounty.org

For the Mayor

ORMSBY, MICHAEL

aschmidt@spokanecity.org

Additional Approvals

GGEMMILL@spokanecounty.org

Purchasing

twallace@spokanecity.org

lwilliams@spokanecity.org

Lsoffes@SpokaneCounty.org

**RESTATED INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
IN THE CITY OF SPOKANE
January 1, 2019-December 31, 2025**

THIS RESTATED INTERLOCAL AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY” and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY,” jointly hereinafter referred to as the “PARTIES.” The COUNTY and CITY agree as follows.

SECTION NO. 1: RECITALS AND FINDINGS

- (a) The Board of County Commissioners of Spokane County has the care of County property and the management of COUNTY funds and business under RCW 36.32.120(6).
- (b) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).
- (c) Pursuant to the provisions of 36.32.120(6), chapter 16.08 RCW and RCW 36.32.120(7), Spokane County, through its Board of County Commissioners, may enact ordinances dealing with animal control within the unincorporated area of Spokane County.
- (d) City of Spokane may enact ordinances dealing with animal control within its boundaries.
- (e) Spokane County owns a facility located at 6815 East Trent Avenue, Spokane Valley, Washington 99212 (“Regional Animal Control Facility”) from which Spokane County provides certain animal control services to itself and other public entities. Spokane County under Resolution No. 13-0087 and the City of Spokane under Document No. OPR 2013-0030 entered into an agreement wherein Spokane County agreed to provide certain animal control services to the City of Spokane for a term of twenty (20) years under certain terms and conditions (“Interlocal Agreement for Animal Control Services in the City of Spokane”).
- (f) Spokane County and the City of Spokane desire to terminate the Interlocal Agreement for Animal Control Services in the City of Spokane effective December 31, 2018, and execute a new agreement for a seven (7) year time frame from January 1, 2019 through December 31, 2025, which more accurately recognizes and allocates to the City of Spokane a share of the operating costs of the Regional Animal Control Facility based on the operational experience of Spokane County from January 1,

2014, through December 31, 2018 as well as more accurately sets forth the animal control services which Spokane County will provide to the City of Spokane.

SECTION NO. 2: DEFINITIONS

- (a) Restated Agreement: “Restated Agreement” means this Restated Interlocal Agreement for Animal Control Services in the City of Spokane (January 1, 2019-December 31, 2025) between the CITY and COUNTY regarding animal control services.
- (b) City: “CITY” means the City of Spokane.
- (c) County: “COUNTY” means Spokane County.
- (d) Services: “Services” means those services identified in Attachment “1” attached hereto and incorporated herein by reference. The PARTIES agree that the COUNTY through the Spokane County Regional Animal Protection Service Department Director will have the sole authority to determine the level of services provided in Attachment “1” to the CITY during the initial term of the Restated Agreement based upon revenues received from providing Services to the CITY and other public entities as well as donations and grants. It is the PARTIES goal that revenues from all sources shall equal expenditures for providing Services to the CITY and other public entities on an annual basis.
- (e) Annual Fee: “Annual Fee” means that annual amount of money which the CITY will pay the COUNTY to provide Services. The annual fee is further addressed in Section No. 5.
- (f) **Irremediable Prognosis**: An animal determined by a licensed veterinarian to be suffering from severe, unremitting physical pain even with prompt, necessary and comprehensive veterinary care and/or an animal deemed by applicable law or determined by an animal behavioral specialist to be an untreatable threat to other animals or people.
- (g) Uncontrollable Circumstances: “Uncontrollable Circumstances” means the following events: strikes, riots, wars, civil disturbances, insurrections, acts of terrorism, fires and floods, weather conditions, volcanic eruptions, lightning or earthquakes or other acts of God at or near where the Services are performed and/or that directly affect providing of such Services.
- (h) Regional Animal Control Facility: “Regional Animal Control Facility” means that entire property owned by the COUNTY located at 6815 East Trent Avenue, Spokane Valley, Washington 99212 from which the COUNTY will provide Services.

SECTION NO. 3: PURPOSE

The purpose of this Restated Agreement is to reduce to writing the PARTIES' understandings as to the terms and conditions under which the COUNTY will provide Services on behalf of the CITY.

SECTION NO. 4: DURATION/WITHDRAWAL

This Restated Agreement shall commence on January 1, 2019, and run for a term of seven (7) years terminating on December 31, 2025. This seven (7) year time frame shall be referred to as the "Initial Term". At the conclusion of the Initial Term, this Restated Agreement may be renewed upon mutual agreement of the PARTIES.

If the CITY wishes to terminate this Restated Agreement, it will issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a one-hundred-eighty (180) day termination Notification. Upon receipt of the written Notification of intent to terminate, the PARTIES will meet to confer on whether there are steps that the COUNTY can take assist in the transition.

Upon termination, the CITY will have the right to purchase any vehicles and/or equipment used to provide Services which the COUNTY determines are surplus to its needs. The price shall be mutually agreed upon by the PARTIES.

SECTION NO. 5: COST OF SERVICES AND BILLINGS/PAYMENTS

A. Cost of Services

The CITY shall pay the COUNTY an annual fee for Services provided under this Restated Agreement. The annual fee for Services contemplates Services commencing as of January 1st of each year and running through December 31st of each year.

The annual fee for calendar year 2020 will be \$670,451 .

For each subsequent year of the Initial Term, the annual fee shall be increased by an amount equal to three (3) percent of the previous year's annual fee.

B. Prior Deficient Payment

In addition to the annual fee, the parties agree that the CITY shall pay the COUNTY a one-time payment in the amount of **EIGHTY NINE THOUSAND FOUR HUNDRED AND THIRTY ONE DOLLARS (\$89,431.00)** for prior deficient payments from January 1, 2014 through December 31, 2019 as set forth in invoices previously provided to the CITY. This one-time payment resolves all claims for deficient payments for animal control services by the County to the City for the time period set forth above.

C. Billing / Payments

The COUNTY shall advise the CITY in writing of its annual fee for Services on or before the first Monday of December for the subsequent calendar year.

There shall be no annual settle and adjust reconciliation with regard to any Services provided under this Restated Agreement.

The COUNTY will bill the CITY for the annual fee in twelve equal payments, each due by the fifth of each month of the calendar year. The COUNTY will bill the CITY by the 15th of the month immediately preceding the month when the payment is due.

The COUNTY, at its sole option, may charge interest on any late payments calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the COUNTY's investment pool.

D. Establishment of Regional Animal Control Advisory Board

There shall be established a Regional Animal Control Advisory Board ("Advisory Board") for the term of the Restated Agreement. The Advisory Board shall consist of seven (7) members, two (2) representatives to be appointed by the CITY, two (2) representatives to be appointed by the COUNTY, and two (2) representatives to be appointed by the City of Spokane Valley, if the City of Spokane Valley executes an agreement similar to this Restated Agreement, and a seventh representative to be jointly appointed by the mayors of cities/towns that contract for animal control services from the COUNTY. If the City of Spokane Valley does not execute an agreement similar to this Restated Agreement, then the fifth (5) representative will be jointly appointed by the mayors of cities/towns that contract for animal control services from the COUNTY. A majority of the Advisory Board shall constitute a quorum for the transaction of any business so long as both the COUNTY and the CITY and the City of Spokane Valley, if they execute an agreement similar to this Restated Agreement, are represented in the matter. The number of members may be modified by recommendation of the Advisory Board and agreed to by the PARTIES or if the City of Spokane Valley has executed an agreement similar to this Restated Agreement, by the PARTIES and City of Spokane Valley.

The Advisory Board shall meet at the call of the Spokane County Regional Animal Protection Service Director. The Spokane County Regional Animal Protection Service Director or his/her designee shall attend all Advisory Board meetings as a non-voting member.

The Advisory Board shall provide advice and recommendation(s) on any matters referred to them by either the Board of County Commissioners, Spokane County Regional Animal Protection Service Director, or as provided for in Attachment "1".

SECTION NO. 6: RELATED RESPONSIBILITIES IN CONJUNCTION WITH PROVIDING SERVICES

The COUNTY or its designee agrees to attend staff meetings as requested by the CITY.

The COUNTY or its designee agrees to meet upon request by the CITY or its designee to discuss any Service provided under the terms of this Restated Agreement.

The CITY agrees the COUNTY may use the COUNTY's stationery in conjunction with providing Services under the terms of this Restated Agreement.

SECTION NO. 7: NOTICE

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 first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: Mayor or his/her authorized designee
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: RECORDS REVIEW

The CITY shall be allowed to conduct random reviews of the records generated by the COUNTY in performance of this Restated Agreement. The CITY will provide the COUNTY with reasonable advance notice of the records reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review.

SECTION NO. 9: COUNTERPARTS

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

SECTION NO. 10: ASSIGNMENT

No party may assign in whole or part its interest in this Restated Agreement without the written approval of the other party. Provided, however, this does not prohibit the COUNTY from contracting for any veterinary, licensing, euthanasia or cremation services.

SECTION NO. 11: COUNTY EMPLOYEES

The COUNTY shall hire, assign, retain and discipline all employees performing Services under this Restated Agreement according to applicable collective bargaining agreements and applicable state and federal laws.

The COUNTY agrees to meet and confer with the CITY with respect to staff that is assigned to provide Services. Issues of discipline or performance will be specifically handled according to COUNTY policies.

SECTION NO. 12: LIABILITY

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

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

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

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

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

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Restated Agreement. The PARTIES have specifically negotiated this provision.

COUNTY initials

CITY initials

SECTION NO. 13: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Restated Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the COUNTY. Any and all employees who provide Services to the CITY under this Restated Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Restated Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 14: MODIFICATION

This Restated Agreement may be modified in writing by mutual written agreement of the PARTIES.

SECTION NO. 15: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with providing the Services under this Restated Agreement shall remain with the COUNTY unless otherwise specifically and mutually agreed to by the PARTIES.

SECTION NO. 16: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Restated 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 Restated Agreement. No changes or additions to this Restated Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Restated Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 17: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW, shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration

panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 18: VENUE STIPULATION

This Restated 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 Restated 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 Restated Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 19: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Restated 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 Restated Agreement. If it should appear that any part, term or provision of this Restated 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 Restated Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 20: RECORDS

All public records prepared, owned, used or retained by the COUNTY in conjunction with providing Services under the terms of this Restated Agreement shall be deemed CITY property and shall be made available to the CITY upon request by the CITY subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

SECTION NO. 21: HEADING

The section headings appearing in this Restated 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.

SECTION NO. 22: TIME OF ESSENCE OF RESTATED AGREEMENT

Time is of the essence of this Restated Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Restated Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 23: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Restated Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Restated Agreement.

A delay or interruption in or failure of performance of all or any part of this Restated Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Restated Agreement legally impossible, and any other circumstances beyond the control of the COUNTY which render legally impossible the performance by the COUNTY of its obligations under this Restated Agreement, shall be deemed not a default under this Restated Agreement.

SECTION NO. 24: FILING

The CITY shall file this Restated Agreement with its City Clerk or alternatively place the Restated Agreement on the CITY's website or other electronically retrievable public source. The COUNTY shall file this Restated Agreement with the County Auditor, or, alternatively, place the Restated Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 25: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Restated Agreement.

SECTION NO. 26: 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 Restated Agreement.

SECTION NO. 27: DISCLAIMER

Except as otherwise provided, this Restated Agreement shall not be construed in any manner that would limit either party's authority or powers under law.

SECTION NO. 28: ANTI-KICKBACK

No officer or employee of the CITY, having the power or duty to perform an official act or action related to this Restated Agreement shall have or acquire any interest in the Restated 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 Restated Agreement.

SECTION NO. 29: 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 Restated Agreement because of age, sex (including pregnancy), race, color, religion, creed, marital status, familial status, sexual orientation, gender identity (including transgender status), national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, or any other basis prohibited by law.

SECTION NO. 30: NO THIRD-PARTY BENEFICIARIES

Nothing in this Restated Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 31: ANNUAL REPORT

The SCRAPS Director shall prepare annual report. The annual report shall include, among other matters, performance measurements/indicators.

Performance measurements/indicators will include:

- Statistics regarding annual number of pet licenses sold/issued
- Annual live release rate – animals returned to owner, adopted and/or transferred to other facilities/rescue groups
- Where applicable, industry statistics for the same measures will also be listed for the above two (2) bullets

SECTION NO. 32: INSURANCE

During the term of the Restated Agreement, the COUNTY shall maintain in force at its own expense, each insurance noted below:

- A. 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 in the amount of \$1,000,000;
- B. 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. It shall include contractual liability coverage for the indemnity provided under this Restated Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Restated Agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$15,000,000 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 \$5,000,000 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 Restated Agreement. The coverage must remain in effect for two years after the Restated 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 COUNTY or its insurer(s) to the CITY.

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Restated Agreement, the COUNTY shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Restated Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 33: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 3 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Restated Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **RESTATED AGREEMENT TO BE FILED:** See Section No. 24.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **TERMINATION:** See Section No. 4 above.
- H. **PROPERTY UPON TERMINATION:** See Section No. 15 above.

SECTION NO. 34: TERMINATION OF INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES IN THE CITY OF SPOKANE

Spokane County under Resolution No. 13-0087 and the City of Spokane under OPR 2013-0030 executed a document entitled “Interlocal Agreement for Animal Control Services in the City of Spokane”. That document provides that it may be terminated during its initial twenty (20) year term by mutual agreement of the City of Spokane and Spokane County. The PARTIES intend that execution of this Restated Agreement shall constitute mutual termination of the document entitled “Interlocal Agreement for Animal Control Services in the City of Spokane” executed by Spokane County under Resolution No. 13-0087 and the City of Spokane under OPR 2013-0030, effective as of midnight December 31, 2018, with the Restated Agreement being effective as of 12:01 a.m. on January 1, 2019.

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

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

ATTEST

JOSH KERNS, Vice-Chairman

Ginna Vasquez, Clerk of the Board

MARY L. KUNEY, Commissioner

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Title: _____

City Clerk

Approved as to form:

Assistant City Attorney

ATTACHMENT “1”

The COUNTY through the Spokane County Regional Animal Protection Service (“SCRAPS”) will provide Animal Protection Services to the CITY within the CITY’s boundaries. The CITY agrees to specially commission any SCRAPS staff necessary for the provision of such Services so long as such staff meets the requirement(s) necessary for such commission.

For the purpose of this Restated Agreement, Animal Protection Services shall include:

- ITEM 1: Enforcement of the CITY’S Animal Control Ordinance presently in effect and/or as hereafter amended by the CITY consistent with this Restated Agreement;
- ITEM 2: Enforcement of chapter 16.08 RCW (Dogs);
- ITEM 3: Enforcement of chapter 16.52 RCW (Prevention of Cruelty to Animals); and
- ITEM 4: Enforcement of chapter 16.54 RCW (Abandoned Animals).

Animal Protection Services also includes: (1) Protection and Enforcement Services, (2) Shelter Services, (3) Special Program Services, (4) Animal Control Ordinance / Licenses / Fees / Penalties Services, (5) Veterinary Services, (6) Citizen Complaint Services, (7) Citizen Complaint Reporting Services, (8) Activity Specific Reporting Services, and (9) Miscellaneous Services.

(1) PROTECTION AND ENFORCEMENT SERVICES

Protection and enforcement services provided during normal hours of operation, as determined by the COUNTY after consultation with the Advisory Board include responses to the following high priority and low priority requests for service:

High Priority requests for service are those that may pose an emergent danger to the community and/or require response by a commissioned Animal Protection Officer and include the following requests:

- Abandoned animal
- Animal at large investigation
- Animal cruelty
- Barking investigation
- Bite to humans or other animals
- Check on conditions
- Code violation
- Compliance check
- Emphasis patrol
- Exotic inspection
- Follow-up
- Failure to report a hit-by-car animal
- Illegal kennel

- Illegal tethering
- Information visit
- Kennel inspection
- Law enforcement or fire department assist
- Non-compliance check
- Prohibited sale
- Re-check
- Threat
- Unsafe confinement

Low Priority requests for service are those that do not pose an emergent danger to the community and/or may be attended to by an Animal Service Representative (via phone) or a non-commissioned Animal Protection Assistant and include the following requests:

- Animal at large letter or officer contact
- Barking officer contact
- Barking letter
- Community cat field release
- Confined animal
- Dead on arrival animal
- Documentation pickup/delivery
- Dog park patrol
- Injured animal
- Owner release
- Patrol for aggressive dog
- Trap pickup
- Sick animal
- Stray, unconfined animal

Protection and enforcement services provided after normal hours of operation, referred to as Emergency Services, include the following requests for services *depending on individual circumstance/severity*:

- Abandoned animal
- Animal bite
- Animal cruelty
- Check on conditions
- Confined unsafe
- Dog at large threats (if dog still at large)
- Illegal tethering

- Injured animal
- Law enforcement or fire department assist
- Patrol for aggressive dog
- Sick animal

Dangerous Animal Response: When a dangerous animal is not safely contained and poses an ongoing and imminent threat to the public, the CITY will be notified by SCRAPS and the CITY will treat such instances as a priority patrol response. If the CITY requests SCRAPS to assist with a dangerous animal, the COUNTY will be notified and agrees to treat the instance as a priority response. The investigation and enforcement of all laws pertaining to dangerous animals is the responsibility of the SCRAPS.

(2) SHELTER SERVICES

Shelter services involve caring for and placing Spokane County's homeless, displaced, lost, abused, and/or neglected dogs, cats, and other domesticated animals. Public Shelter hours of operation will be determined by the COUNTY after consultation with the Advisory Board. These services include:

- Post-impound animal care includes foster placement and/or in-shelter housing, daily feeding and cleaning, behavior/personality assessment, enrichment, and necessary veterinary care.
- Animal placement includes reunification with owners (redemptions), adoption into new homes, and transfer to partner animal rescue organizations.
- Animals deemed "dangerous" pursuant to Spokane County Code are quarantined and held pending a law enforcement (animal protection) determination.
- Operating policies, codes, public fee structures, and partnerships are aimed at reducing the number of animals impounded and minimizing their lengths of stay, while working to secure life-affirming outcomes for them whenever possible and appropriate. Efforts to reduce the number of animals impounded include the acceptance of owner surrendered animals only in exigent circumstances or when shelter capacity is high, the maintenance of a pet food bank for animal owners, and the undertaking of a trap-neuter-return program that facilitates the sterilization and vaccination of community cats.
- Operations include the maintenance of a crematorium to properly dispose of deceased animals.
- The County will maintain a pet license program to comply with County Code.
- The operating policy of SCRAPS will be to restrict euthanasia to only those cases in which the animal in the care of the facility is found to be in the process of dying or determined by a licensed veterinarian or animal behavioral specialist to suffer from an irremediable prognosis. No euthanasia will be performed without the express approval of the SCRAPS Director.

Animals in the care of SCRAPS will not be sent to or exchanged with any other animal shelter, care facility, or rescue with policies that do not meet this standard.

(3) SPECIAL PROGRAMS SERVICES

Special programs services include the facilitation of the shelter's volunteer and community outreach programs.

(4) ANIMAL CONTROL ORDINANCE / LICENSES/ FEES / PENALTIES SERVICES

In conjunction with the enforcement of the CITY'S Animal Control Ordinance, the CITY shall adopt and keep current by appropriate legislative action an Animal Control Ordinance substantially identical to that adopted by the COUNTY as it presently exists or as it may hereinafter be modified/amended, to include all licenses/fees/penalties. This responsibility shall not be deemed a restriction upon the CITY's legislative power. The CITY may enact ordinances dealing with animal control within its boundaries. Provided, further, the CITY may add a surcharge to its license fee ("City License Fee Surcharge").

All revenues realized from licenses/fees/penalties collected (not including City License Fee Surcharge) shall be retained by SCRAPS and applied to the cost of providing Services. Any such City License Fee Surcharge shall **not** be retained by SCRAPS. The COUNTY shall remit to the CITY all such City License Fee Surcharges collected under the terms of this Restated Agreement semiannually on or before July 31st for the time frame from January 1st through June 30th of each calendar year this Restated Agreement is in effect and January 31st for the time frame from July 1st through December 31st of each calendar year this Restated Agreement is in effect.

The COUNTY shall provide the CITY with a copy of its Animal Control Ordinance presently codified in Chapter 5.04 of the Spokane County Code and all subsequent modifications/amendments thereto. The CITY shall provide the COUNTY with copies of its adopted/amended Animal Control Ordinance substantially identical to Chapter 5.04 of the Spokane County Code.

The CITY shall provide legal counsel to prosecute any citations/complaints issued by the COUNTY in providing Services in any court of lawful jurisdiction except if the enforcement constitutes a felony.

The COUNTY may conduct surveys within the CITY for unlicensed dogs and cats.

In performing Services, the COUNTY will provide all necessary personnel, vehicles, and materials.

(5) VETERINARY SERVICES

Veterinary services include the undertaking of routine wellness exams and the administration of vaccinations upon impound, the treatment of common causes of illness, the performance of

sterilization surgeries, and the surgical correction of common ailments. Veterinary services may also involve the procurement of third-party emergency care, as deemed necessary.

(6) Citizen Complaint Reporting

Spokane County will provide CITY and any other Contracting Party with a monthly report listing any complaints received within the CITY by SCRAPS staff for the preceding month, and, for each complaint, the associated listing shall include:

- The nature of the complaint.
- The location of the associated incident.

Citizen Complaint Process

- Written complaints may be submitted via mail, email, or the online complaint form available on the SCRAPS website. Verbal complaints, whether submitted telephonically or in person, shall be documented in writing by the SCRAPS staff member receiving the complaint.
- All complaints shall be handled by SCRAPS Management within five (5) business days *unless* the complaint is related to an ongoing/active investigation.
- Unresolved complaints shall be referred to the Board of County Commissioners and resolved within ten (10) business days of receipt. Spokane County will notify the appropriate Contracting Party's representative in writing of the Board of County Commissioners' decision.

(7) ACTIVITY SPECIFIC REPORTING SERVICES

Activity-specific statistics will be shared with CITY monthly and will include the following:

- The number of requests for service by type.
- The number of impounded animals.
- The number of community cats trapped, sterilized, vaccinated, and returned to the field.
- The number of emergency requests for service.

(8) MISCELLANEOUS SERVICES

The COUNTY will provide additional Services above and beyond those set forth herein to the CITY at costs negotiated between the CITY and the COUNTY.

Services provided by the COUNTY under the terms of this Restated Agreement, absent subsequent negotiation and agreement, shall not include:

- Holding licensed/identified dogs/cats for a period of more than five (5) business days. Provided, at sole discretion of the COUNTY, holding periods may be extended.

- Holding unlicensed/unidentified dogs/cats for a period of more than seventy-two (72) hours. Provided, at sole discretion of the COUNTY, holding periods may be extended.
- Picking up dead wildlife or livestock on CITY streets, roads or alleys.
- Providing emergency service for dead animals at any time or for dead dogs/cats after normal hours of operation.
- Providing Hearing Examiner services.
- Providing humane traps to the public.
- Responding to calls pertaining to wildlife and/or holding any wildlife.

COUNTY will use the following Service Goals in providing the above Services:

- The provision of high priority and emergency protection and enforcement services as immediately as possible if a person's and/or animal's safety and/or health is at immediate risk or, in the absence of such immediate risk and whenever possible, within 24 hours of the request's submission.
- The provision of Low Priority protection and enforcement services within 48 hours of the request's submission whenever possible.
- The return of licensed or otherwise identified animals impounded in the field by Animal Protection Officers to their homes whenever possible or, in the absence of this possibility, the notification of the identified owner by phone and mail within 24 hours of the animal's impound.
- The operation of a 24-hour emergency phone line to allow for immediate response to requests for emergency protection and enforcement services.
- The examination, scanning (for a microchip), and vaccination of all impounded animals whose disposition will allow for such action(s).
- The provision of appropriate routine, veterinary, and other care to impounded animals and the securing of life-affirming outcomes for impounded animals whenever possible and appropriate.
- The offering of convenient online avenues for the submission of requests for protection and enforcement services and pet licensing procurement.

COUNTY will recognize the following performance measures in providing the following specific services:

Protection and Enforcement Services:

- Volume of and response time to high priority calls.
- Volume of and response time to low priority calls.

Shelter Services:

- Save and live release rates for impounded animals.

- Number of community cats sterilized, vaccinated, and returned to field.

COUNTY will use the following standards in providing the applicable service(s):

- The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters (identifying standards of care for and acceptable/desirable/unacceptable/undesirable practices in animal shelters).
- Koret Shelter Medicine Program at UC Davis, University of Wisconsin-Madison Shelter Medicine Program (identifying standards and providing guidelines for the provision of efficient and progressive veterinary care in animal shelters).
- National Animal Control Association (setting standards for animal control and animal protection officer training).

Any CITY concern regarding the provision of services under this Restated Agreement may be forwarded to the Advisory Board for consideration at their next scheduled meeting. Failure to resolve the concern by the Advisory Board shall result in the concern being immediately forwarded to the Board of County Commissioners for resolution. If the CITY is not satisfied by the decision of the Board of County Commissioners, it may seek resolution pursuant to SECTION No. 17.

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

04/13/2020

Date Rec'd

3/18/2020

Clerk's File #

OPR 2020-0355

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #

2019133

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370 – LOW BID AWARD – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on March 16, 2020, Spokane, WA for Sprague Avenue Rebuild 2B \$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. East Central Neighborhood)

Summary (Background)

On March 16, 2020 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of \$3,600,893.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 3/30/2020 council meeting.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 0

3200 95158 95300 56501 99999

Expense \$ 0

3200 95158 95300 56501 21999

Expense \$ 0

4250 43354 94310 56501 15787

Expense \$ 0

4250 43387 94350 56501 15787

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

UE 03/09/20

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

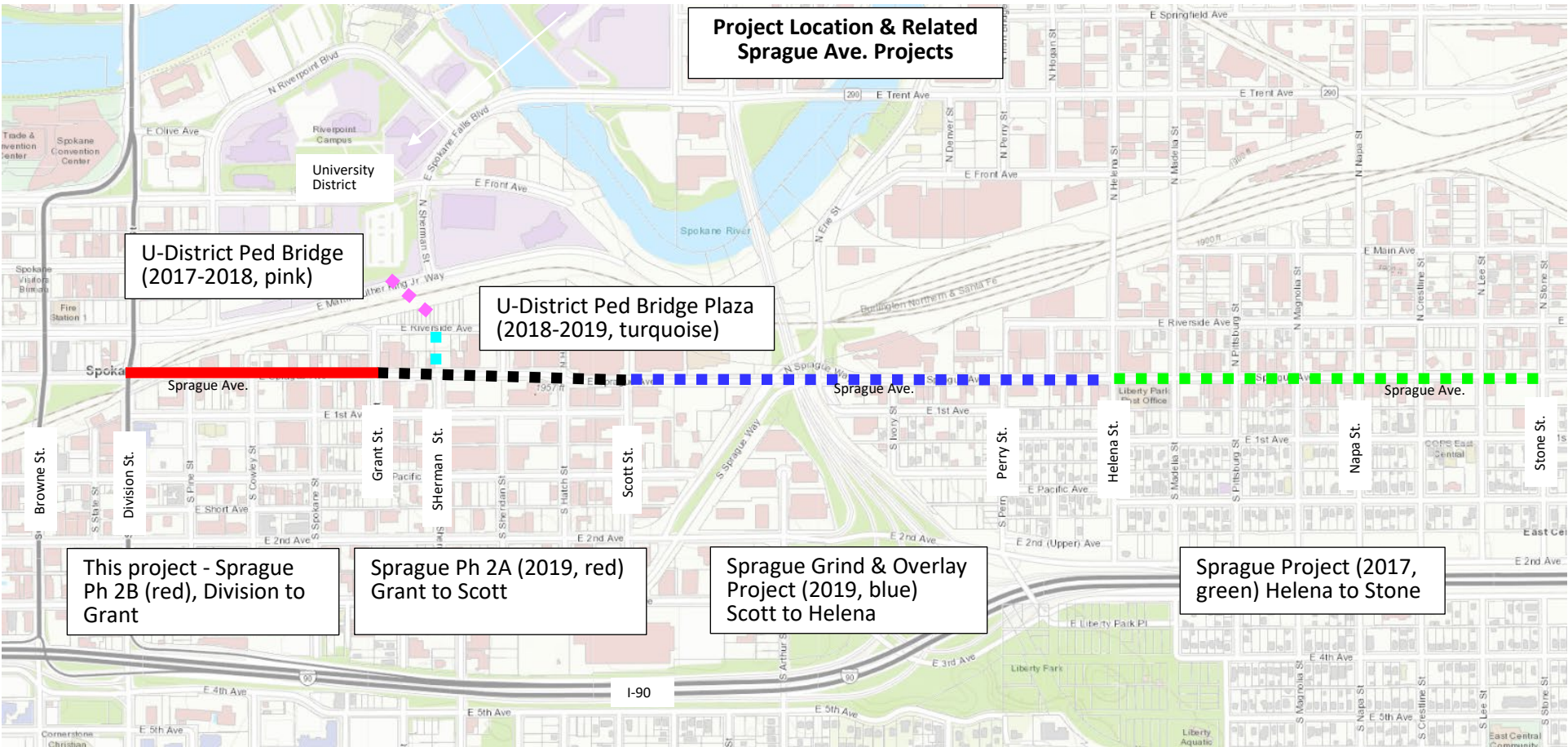
Purchasing

aduffey@spokanecity.org

Briefing Paper

Urban Experience

Division & Department:	Public Works, Engineering
Subject:	Sprague Avenue Phase 2B
Date:	3-9-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<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 project is in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> This project is the fourth and last in a series of Sprague Avenue projects located between Division Street and Altamont Street, three rebuilds and one grind & overlay. The first project was a full rebuild including sidewalks and associated pedestrian amenities in 2017 from Helena Street to Stone Street. The second project was a full rebuild including sidewalks and associated pedestrian amenities in 2019 from Grant Street to Scott Street. The third project was a grind & overlay from Scott Street to Helena Street. See attached exhibit. This project includes a full rebuild of Sprague Avenue from Division Street to Grant Street including sidewalks and associated pedestrian amenities. Also included are a 24" water main replacement, a 24" diameter stormwater pipe and various minor storm and sanitary sewer upgrades. Bid opening is scheduled for March 16, 2020. Design was federally funded. Construction will be locally funded (UDRA, levy and utilities). 	
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:	



**Project Location & Related
Sprague Ave. Projects**

U-District Ped Bridge
(2017-2018, pink)

U-District Ped Bridge Plaza
(2018-2019, turquoise)

This project - Sprague
Ph 2B (red), Division to
Grant

Sprague Ph 2A (2019, red)
Grant to Scott

Sprague Grind & Overlay
Project (2019, blue)
Scott to Helena

Sprague Project (2017,
green) Helena to Stone

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

04/13/2020

<u>Date Rec'd</u>	3/31/2020
<u>Clerk's File #</u>	OPR 2020-0372
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	2017105
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – GARCO CONSTRUCTION INC.		

Agenda Wording

Low Bid of Garco Construction Inc. of Spokane, WA for the Post Street Pedestrian and Utility Bridge Replacement in the amount of \$17,989,949.00. An administrative reserve of \$1,798,994.90, which is 10% of the contract price, will be set aside.

Summary (Background)

On March 30, 2020 bids were opened for the above project. The low bid was from Garco Construction Inc., in the amount of \$17,989,949.00, which is \$1,233,326.10 or 5.38% under the Engineer's Estimate; one other bid was received as follows: Max J. Kuney Co., - \$18,519,557.00.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 11,937,297.00		# 3200 95107 95300 56501 99999
Expense \$ 5,055,002.00		# 4250 98817 94350 56501 14392
Expense \$ 2,313,636.54		# 4250 43387 94350 56501 14392
Expense \$ 483,008.36		# 4250 42300 94340 56501 15785
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIE 2/24/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	KECK, KATHLEEN	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	mserbousek@spokanecity.org
<u>GRANTS &</u>	STOPHER, SALLY	aduffey@spokanecity.org

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Post Street Bridge Replacement
Date:	2-24-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<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 project is in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> • The Post Street Bridge is more than 100 years old and severely deteriorated. The bridge has gradually had increasing load restrictions imposed over the past 20 years and is currently closed to all vehicular traffic. 	
Executive Summary: <ul style="list-style-type: none"> • The proposed project has been in design for about 2 years during which time it has gone from a design-build project to a traditional design-bid-build project. • The proposed project reconstructs the bridge by removing all bridge elements above the arch and constructs a new bridge structure and decking atop the existing arch. The existing arches will be saved and reinforced. • Underlying utilities including the 54" sewer main will also be replaced. This 54" sewer main will be upsized to 60" and centered within the bridge such that it is less visible than is the existing main. • The bridge width will be narrowed slightly to 50' as compared to the existing 54' width. • It will be initially configured with one vehicular lane northbound (with sufficient width for one lane both directions should that be desired in the future) and one 10' width bike/pedestrian lanes on each side of the traveled lane, separated from the traveled lane with planters – see attached exhibit. • Construction is expected to begin in about May of this year and be complete by late fall 2021 with some elements likely extending into spring 2022. • Note that an associated water main project on Post St. in front of Avista is expected to start in early April of this year. • During construction, the bridge will be closed to all traffic. The City Parks Department will also have two projects underway in the same area. • The planned detour route is shown on the attached exhibit. The detour route for this project and the parks projects have been coordinated. 	

- This project is funded with \$12M of federal bridge grant funds, approximately \$4.6M of DOE sewer loan funds, with the remainder coming from city utility funds.
- The estimated cost is approximately \$20M.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

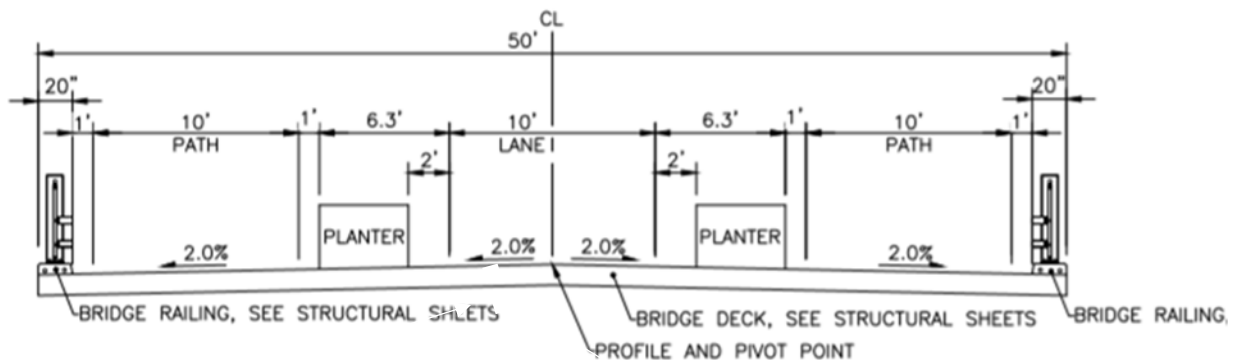
Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:

Proposed Bridge Section





Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: _____		Type of expenditure: _____	
Department: _____			
Approving Supervisor: _____			
Amount of proposed Expenditure: _____		\$17,989,949 + 10% admin reserve = \$19,788,944	
Funding Source: _____			
Please verify correct funding sources. Please indicate breakdown if more than one funding source.			
Why is this expenditure necessary now?			
What are the impacts if expenses are deferred?			
What alternatives resources have been considered?			
Description of the goods or service and any additional information.			
Person Submitting Form/Contact: _____			
CITY ADMINISTRATOR APPROVAL:		BUDGET APPROVAL:	
Yes	No	Yes	No

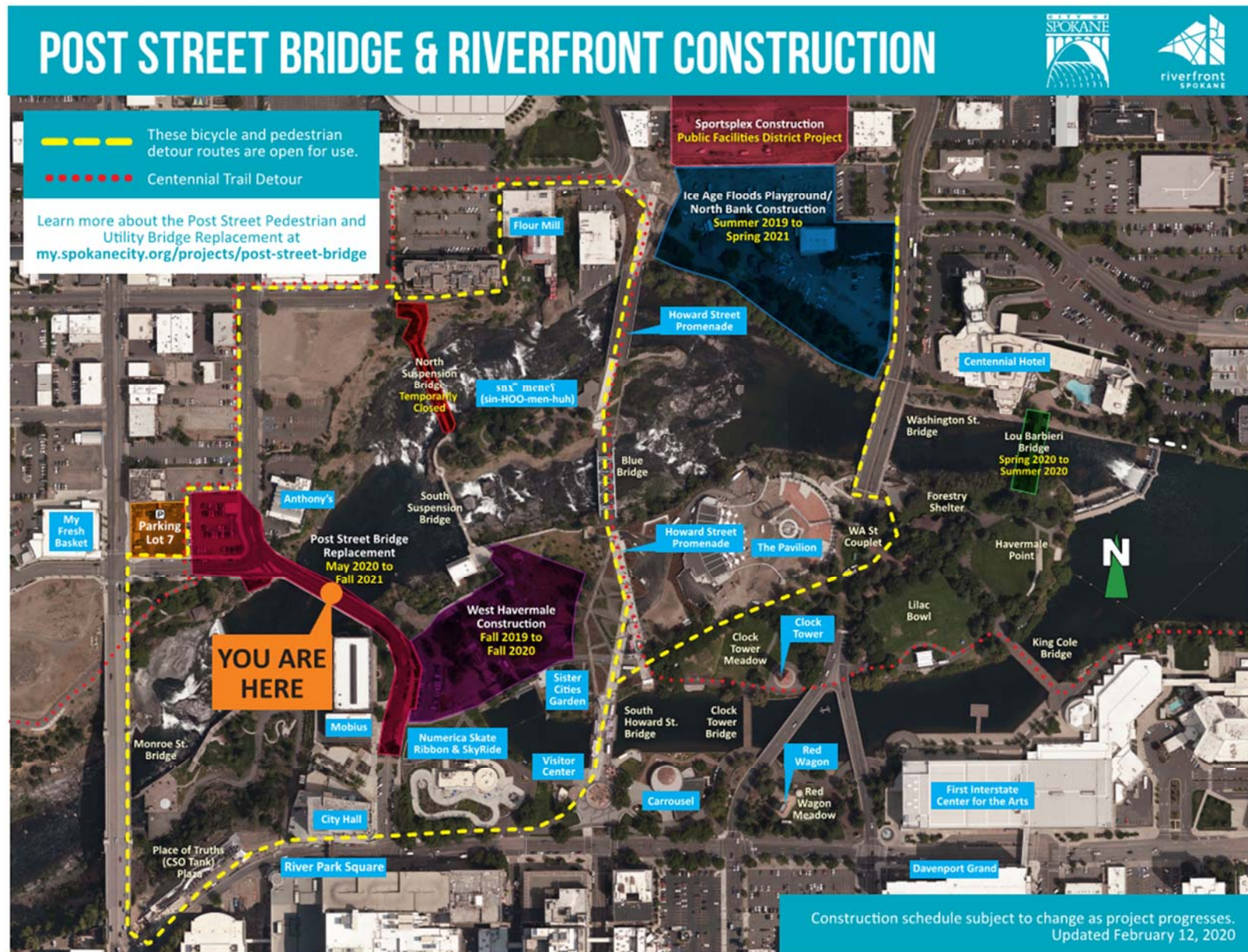
What are the impacts if expenses are deferred?

- Loss of grant funding (depending on length of delay)
- We have already experienced a significant increase in the anticipated bridge cost when we delayed from 2018 to 2020 construction of about \$3M. Fortunately, our funding source recognized this and increased our external funding to help offset.
- A delay would increase construction costs further. Labor costs never goes down, and we aren't likely to see a major reduction in material costs in the concrete, pipe, or lumber sectors.
- Additionally, we have been wanting to get this bridge complete as close to the completion of the final Riverfront Park improvements, downtown library renovations, and the sportsplex so that the core area around Riverfront Park can finally be open without a major construction project disrupting operations.

Post St. Bridge Following Construction



Project Notification Sign Located on Post St. Bridge in March & April



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

Project Number: 2017105

Project Description Post Street Pedestrian and Utility Bridge

Funding Source Replacement

State

Preparer Jake Dial

Original Date 1/28/2020 11:36:38 AM

Update Date 3/30/2020 2:20:05 PM

Addendum

Project Number: 2017105			Engineer's Estimate		Garco Construction Inc		Max J Kuney Company			
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

101	MOBILIZATION	1 LS	*****	1,653,733	*****	1,700,000	*****	1,825,000	*****	0.00
102	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	15,000.00	*****	20,000.00	*****	0.00
103	REMOVE TREE, CLASS II	1 EA	1,500.00	1,500.00	9,000.00	9,000.00	3,200.00	3,200.00	0.00	0.00
104	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1 LS	*****	20,000.00	*****	21,000.00	*****	15,000.00	*****	0.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	0.00	0.00
106	WORK ACCESS AND PROTECTION PLATFORMS	1 LS	*****	1,486,100	*****	1,420,943	*****	1,000,000	*****	0.00
107	REMOVE PORTION OF EXISTING BRIDGE	1 LS	*****	1,673,400	*****	2,150,000	*****	2,500,000	*****	0.00
108	RIVER BOTTOM SURVEYS	1 LS	*****	35,000.00	*****	40,000.00	*****	11,000.00	*****	0.00
109	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	830 SY	25.00	20,750.00	20.00	16,600.00	30.00	24,900.00	0.00	0.00
110	REMOVE EXISTING CURB	1380 LF	15.00	20,700.00	8.00	11,040.00	15.00	20,700.00	0.00	0.00
111	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	3 EA	1,500.00	4,500.00	850.00	2,550.00	1,200.00	3,600.00	0.00	0.00
112	REMOVING ASPHALT CONC. PAVEMENT	2350 SY	15.00	35,250.00	20.50	48,175.00	30.00	70,500.00	0.00	0.00
113	SAWCUTTING CURB	12 EA	25.00	300.00	30.00	360.00	25.00	300.00	0.00	0.00
114	SAWCUTTING CONC. SIDEWALK	400 LF	2.00	800.00	5.25	2,100.00	6.00	2,400.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

115	SAWCUTTING FLEXIBLE PAVEMENT	1500 LFI	0.50	750.00	0.30	450.00	1.25	1,875.00	0.00	0.00
116	REMOVING GUARDRAIL	720 LF	11.00	7,920.00	15.00	10,800.00	30.00	21,600.00	0.00	0.00
117	REMOVING GUARDRAIL ANCHOR	4 EA	1,000.00	4,000.00	350.00	1,400.00	350.00	1,400.00	0.00	0.00
118	REMOVING CONC. BARRIER	110 LF	25.00	2,750.00	28.00	3,080.00	50.00	5,500.00	0.00	0.00
119	REMOVE LIGHT POLE AND FOUNDATION	1 EA	200.00	200.00	400.00	400.00	5,000.00	5,000.00	0.00	0.00
120	REMOVE DUCT BANK	1320 LF	50.00	66,000.00	55.00	72,600.00	75.00	99,000.00	0.00	0.00
121	REMOVE WATER LINE 12 IN. DIAM.	230 LF	50.00	11,500.00	30.00	6,900.00	40.00	9,200.00	0.00	0.00
122	REMOVE VALVE AND CAP WATER MAIN	2 EA	2,000.00	4,000.00	1,325.00	2,650.00	2,500.00	5,000.00	0.00	0.00
123	REMOVE STEAM PIPE	340 LF	30.00	10,200.00	11.00	3,740.00	25.00	8,500.00	0.00	0.00
124	REMOVE UTILITY VAULT	5 EA	2,500.00	12,500.00	12,000.00	60,000.00	3,500.00	17,500.00	0.00	0.00
125	UNDERDRAIN PIPE 8 IN. DIAM.	280 LF	20.00	5,600.00	30.00	8,400.00	65.00	18,200.00	0.00	0.00
126	ROADWAY EXCAVATION INCL. HAUL	425 CY	50.00	21,250.00	41.00	17,425.00	50.00	21,250.00	0.00	0.00
127	GRAVEL BORROW INCL HAUL	1900 TN	18.00	34,200.00	21.05	39,995.00	25.00	47,500.00	0.00	0.00
128	HAND PLACED RIPRAP	125 CY	50.00	6,250.00	185.00	23,125.00	200.00	25,000.00	0.00	0.00
129	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	542.19	2,168.78	750.00	3,000.00	1,500.00	6,000.00	0.00	0.00
130	CATCH BASIN TYPE 1	1 EA	2,200.00	2,200.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00
131	CATCH BASIN TYPE 2	1 EA	3,500.00	3,500.00	5,600.00	5,600.00	6,000.00	6,000.00	0.00	0.00
132	CATCH BASIN TYPE 3	1 EA	2,200.00	2,200.00	5,300.00	5,300.00	5,500.00	5,500.00	0.00	0.00
133	GRATE INLET TYPE 3	2 EA	1,900.00	3,800.00	4,000.00	8,000.00	4,000.00	8,000.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
134	CATCH BASIN TYPE 2 WITH FLOW SPLITTER	1 EA	4,500.00	4,500.00	8,300.00	8,300.00	9,000.00	9,000.00	0.00	0.00
135	MANHOLE 96 IN. SHALLOW WITH FLOW SPLITTER AND SUMP	1 EA	11,000.00	11,000.00	14,500.00	14,500.00	15,000.00	15,000.00	0.00	0.00
136	DETENTION VAULT	1 LS	*****	200,000.00	*****	125,000.00	*****	250,000.00	*****	0.00
137	STORMWATER PUMP SYSTEM	1 LS	*****	50,000.00	*****	32,500.00	*****	27,000.00	*****	0.00
138	STORM SEWER FORCE MAIN 3 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B AND PAVEMENT PATCH	500 LF	100.00	50,000.00	45.00	22,500.00	50.00	25,000.00	0.00	0.00
139	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B AND PAVEMENT PATCH	265 LF	85.00	22,525.00	115.00	30,475.00	120.00	31,800.00	0.00	0.00
140	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B AND PAVEMENT PATCH	115 LF	100.00	11,500.00	150.00	17,250.00	200.00	23,000.00	0.00	0.00
141	CONNECT 8 IN. DIAM. PIPE TO EXISTING CATCH BASIN	2 EA	600.00	1,200.00	1,500.00	3,000.00	2,000.00	4,000.00	0.00	0.00
142	CONNECT 12 IN. DIAM. PIPE TO EXISTING CATCH BASIN	2 EA	600.00	1,200.00	1,500.00	3,000.00	2,000.00	4,000.00	0.00	0.00
143	CONNECT 3 IN. DIAM. PIPE TO EXISTING CATCH BASIN	1 EA	600.00	600.00	1,600.00	1,600.00	2,000.00	2,000.00	0.00	0.00
144	CONNECT 12 IN. DIAM. STORM SEWER PIPE TO EXISTING STORM SEWER PIPE	1 EA	2,000.00	2,000.00	1,600.00	1,600.00	2,000.00	2,000.00	0.00	0.00
145	STRUCTURE EXCAVATION CLASS A INCL. HAUL - DETENTION VAULT	250 CY	50.00	12,500.00	36.00	9,000.00	35.00	8,750.00	0.00	0.00
146	SHORING OR EXTRA EXCAVATION CLASS A - DETENTION VAULT	1 LS	*****	0.00	*****	10,000.00	*****	20,000.00	*****	0.00
147	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - DETENTION VAULT	50 CY	300.00	15,000.00	750.00	37,500.00	800.00	40,000.00	0.00	0.00
148	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	400.00	800.00	650.00	1,300.00	700.00	1,400.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
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149	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	2 EA	400.00	800.00	650.00	1,300.00	700.00	1,400.00	0.00	0.00
150	REMOVAL OF 54 IN. STEEL SEWER PIPE	1 LS	*****	44,500.00	*****	150,000.00	*****	100,000.00	*****	0.00
151	CONTAINMENT AND DISPOSAL OF LEAD BASED PAINT	1 LS	*****	40,000.00	*****	165,000.00	*****	100,000.00	*****	0.00
152	MANHOLE 48 IN.	2 EA	3,700.00	7,400.00	9,000.00	18,000.00	9,000.00	18,000.00	0.00	0.00
153	MANHOLE 96 IN.	1 EA	19,900.00	19,900.00	28,000.00	28,000.00	30,000.00	30,000.00	0.00	0.00
154	MANHOLE FRAME AND COVER (STANDARD)	2 EA	830.00	1,660.00	460.00	920.00	450.00	900.00	0.00	0.00
155	MANHOLE FRAME AND COVER (LOCKABLE)	3 EA	880.00	2,640.00	525.00	1,575.00	500.00	1,500.00	0.00	0.00
156	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	4,250.00	8,500.00	850.00	1,700.00	800.00	1,600.00	0.00	0.00
157	MANHOLE TEST	2 EA	650.00	1,300.00	1,700.00	3,400.00	2,000.00	4,000.00	0.00	0.00
158	CONCRETE SEWER PIPE ABANDONMENT	1 LS	*****	16,000.00	*****	15,000.00	*****	15,000.00	*****	0.00
159	CLEANING EXISTING SANITARY SEWERS	1 EA	1,909.38	1,909.38	750.00	750.00	700.00	700.00	0.00	0.00
160	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	24 LF	140.00	3,360.00	270.00	6,480.00	300.00	7,200.00	0.00	0.00
161	SANITARY SEWER PIPE 16 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	67 LF	150.00	10,050.00	185.00	12,395.00	200.00	13,400.00	0.00	0.00
162	SANITARY SEWER PIPE 60 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	48 LF	2,600.00	124,800.00	2,500.00	120,000.00	250.00	12,000.00	0.00	0.00
163	SANITARY SEWER PIPE ON BRIDGE, 60 IN. DIAM.	323 LF	3,400.00	1,098,200	1,600.00	516,800.00	2,000.00	646,000.00	0.00	0.00
164	FLEXIBLE COUPLING, 60 IN. DIAM.	4 EA	16,200.00	64,800.00	7,300.00	29,200.00	8,000.00	32,000.00	0.00	0.00
165	12 IN. SANITARY SEWER BYPASSING	1 LS	*****	10,300.00	*****	4,000.00	*****	4,000.00	*****	0.00

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166	15 IN. SANITARY SEWER BYPASSING	1 LS	*****	11,500.00	*****	4,000.00	*****	4,000.00	*****	0.00
167	60 IN. SANITARY SEWER BYPASSING	1 LS	*****	32,400.00	*****	85,000.00	*****	150,000.00	*****	0.00
168	LIVE SEWER DIVERSION SEQUENCING PLAN	1 LS	*****	5,000.00	*****	1.00	*****	5,000.00	*****	0.00
169	LIVE SEWER DIVERSION - WEST	1 LS	*****	130,300.00	*****	170,000.00	*****	900,000.00	*****	0.00
170	LIVE SEWER DIVERSION - EAST	1 LS	*****	140,900.00	*****	175,000.00	*****	1,000,000	*****	0.00
171	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIA.	90 LF	300.00	27,000.00	155.00	13,950.00	150.00	13,500.00	0.00	0.00
172	DUCTILE IRON PIPE FOR WATER MAIN 12 IN. DIA.	115 LF	400.00	46,000.00	160.00	18,400.00	200.00	23,000.00	0.00	0.00
173	DUCTILE IRON PIPE FOR WATER MAIN 18 IN. DIA.	185 LF	400.00	74,000.00	345.00	63,825.00	350.00	64,750.00	0.00	0.00
174	DIP FOR WM 18 IN. DIAM., EXPOSED, FURNISH AND STOCKPILE	315 LF	700.00	220,500.00	135.00	42,525.00	150.00	47,250.00	0.00	0.00
175	DIP FOR WM 18 IN. DIAM., EXPOSED, ASSEMBLE, TEST, DISINFECT, CONNECT	315 LF	1,000.00	315,000.00	80.00	25,200.00	60.00	18,900.00	0.00	0.00
176	FLEXIBLE EXPANSION JOINT 18 IN. DIAM.	1 EA	30,000.00	30,000.00	16,500.00	16,500.00	16,000.00	16,000.00	0.00	0.00
177	FLEXIBLE JOINT 18 IN. DIAM.	1 EA	20,000.00	20,000.00	11,000.00	11,000.00	11,000.00	11,000.00	0.00	0.00
178	BLOWOFF ASSEMBLY	1 EA	4,500.00	4,500.00	12,000.00	12,000.00	12,000.00	12,000.00	0.00	0.00
179	BUTTERFLY VALVE 18 IN.	1 EA	6,000.00	6,000.00	9,300.00	9,300.00	9,000.00	9,000.00	0.00	0.00
180	COMB. AIR RELEASE/AIR VACUUM VALVE ASSEMBLY 2 IN.	1 EA	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00
181	RECONNECTING EXISTING HYDRANT	1 EA	2,000.00	2,000.00	1,800.00	1,800.00	1,700.00	1,700.00	0.00	0.00
182	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	3,300.00	*****	3,500.00	*****	0.00
183	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	70 CY	300.00	21,000.00	750.00	52,500.00	725.00	50,750.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
184	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	100.00	7,000.00	100.00	7,000.00	95.00	6,650.00	0.00	0.00
185	IMPORTED GRAVEL FOR TRENCH BACKFILL	420 TO	100.00	42,000.00	37.00	15,540.00	40.00	16,800.00	0.00	0.00
186	GATE VALVE 6 IN.	1 EA	4,000.00	4,000.00	2,600.00	2,600.00	2,500.00	2,500.00	0.00	0.00
187	GATE VALVE 8 IN.	1 EA	5,000.00	5,000.00	3,200.00	3,200.00	3,200.00	3,200.00	0.00	0.00
188	GATE VALVE 12 IN.	1 EA	5,000.00	5,000.00	4,800.00	4,800.00	4,700.00	4,700.00	0.00	0.00
189	TRENCH EXCAVATION FOR WATER SERVICE TAP	30 LF	100.00	3,000.00	55.00	1,650.00	55.00	1,650.00	0.00	0.00
190	STRUCTURE EXCAVATION CLASS A INCL. HAUL	3010 CY	45.00	135,450.00	20.00	60,200.00	20.00	60,200.00	0.00	0.00
191	SHORING OR EXTRA EXCAVATION CLASS A	1 LS	*****	563,500.00	*****	60,000.00	*****	200,000.00	*****	0.00
192	CONTAMINATED SOIL DISPOSAL INCL. HAUL	1300 TN	170.00	221,000.00	80.00	104,000.00	125.00	162,500.00	0.00	0.00
193	LEAN CONCRETE REMOVAL FOR ABUTMENTS INCL. HAUL	70 CY	150.00	10,500.00	76.00	5,320.00	150.00	10,500.00	0.00	0.00
194	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ABUTMENTS	265 CY	250.00	66,250.00	750.00	198,750.00	725.00	192,125.00	0.00	0.00
195	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ARCH FOUNDATIONS	30 CY	500.00	15,000.00	750.00	22,500.00	725.00	21,750.00	0.00	0.00
196	ARCH REPAIR TYPE A - TOP	206 SF	150.00	30,900.00	90.00	18,540.00	100.00	20,600.00	0.00	0.00
197	ARCH REPAIR TYPE B - TOP	206 SF	270.00	55,620.00	120.00	24,720.00	125.00	25,750.00	0.00	0.00
198	ARCH REPAIR TYPE C - TOP	206 SF	300.00	61,800.00	200.00	41,200.00	150.00	30,900.00	0.00	0.00
199	ARCH REPAIR TYPE A - SIDE	413 SF	120.00	49,560.00	40.00	16,520.00	100.00	41,300.00	0.00	0.00
200	ARCH REPAIR TYPE B - SIDE	413 SF	215.00	88,795.00	65.00	26,845.00	125.00	51,625.00	0.00	0.00
201	ARCH REPAIR TYPE C - SIDE	413 SF	240.00	99,120.00	100.00	41,300.00	150.00	61,950.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
202	ARCH REPAIR TYPE A - BOTTOM	206 SF	210.00	43,260.00	185.00	38,110.00	250.00	51,500.00	0.00	0.00
203	ARCH REPAIR TYPE B - BOTTOM	206 SF	380.00	78,280.00	325.00	66,950.00	150.00	30,900.00	0.00	0.00
204	ARCH REPAIR TYPE C - BOTTOM	206 SF	420.00	86,520.00	340.00	70,040.00	200.00	41,200.00	0.00	0.00
205	EPOXY-COATED ST. REINF. BAR FOR BRIDGE	117000 LB	2.50	292,500.00	1.50	175,500.00	1.40	163,800.00	0.00	0.00
206	ST. REINF. BAR FOR BRIDGE	217000 LB	1.50	325,500.00	1.50	325,500.00	1.40	303,800.00	0.00	0.00
207	CONC. CLASS 4000 FOR NON-SUPERSTRUCTURE	444 CY	1,200.00	532,800.00	1,125.00	499,500.00	500.00	222,000.00	0.00	0.00
208	CONC. CLASS 4000B FOR ARCH BOLSTER	263 CY	2,400.00	631,200.00	5,250.00	1,380,750	1,200.00	315,600.00	0.00	0.00
209	CONC. CLASS 4000 - SUPERSTR.	48 CY	1,600.00	76,800.00	3,350.00	160,800.00	550.00	26,400.00	0.00	0.00
210	CONC. CLASS 4000D FOR BRIDGE	342 CY	1,800.00	615,600.00	2,250.00	769,500.00	1,200.00	410,400.00	0.00	0.00
211	PRECAST CONC. COLUMN 2'-6" X 2'-6"	181 LF	875.00	158,375.00	530.00	95,930.00	1,000.00	181,000.00	0.00	0.00
212	PRECAST CONC. COLUMN 2'-0" X 2'-0"	260 LF	575.00	149,500.00	360.00	93,600.00	1,000.00	260,000.00	0.00	0.00
213	PRECAST CONC. CROSSBEAM 2'-6" X 3'-0"	2 EA	64,425.00	128,850.00	62,000.00	124,000.00	125,000.00	250,000.00	0.00	0.00
214	PRECAST CONC. CROSSBEAM 2'-0" X 3'-0"	12 EA	46,675.00	560,100.00	46,000.00	552,000.00	75,000.00	900,000.00	0.00	0.00
215	PRESTRESSED CONC. GIRDER - 2'-2" VOIDED SLAB 4'-0" WIDE	644 LF	875.00	563,500.00	520.00	334,880.00	350.00	225,400.00	0.00	0.00
216	PRESTRESSED CONC. GIRDER - 2'-2" VOIDED SLAB 5'-0" WIDE	129 LF	1,225.00	158,025.00	550.00	70,950.00	350.00	45,150.00	0.00	0.00
217	PRESTRESSED CONC. GIRDER - 1'-0" SOLID SLAB 4'-0" WIDE	2405 LF	640.00	1,539,200	400.00	962,000.00	400.00	962,000.00	0.00	0.00
218	PRESTRESSED CONC. GIRDER - 1'-0" SOLID SLAB 5'-0" WIDE	481 LF	800.00	384,800.00	400.00	192,400.00	400.00	192,400.00	0.00	0.00
219	DEFICIENT STRENGTH CONC PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	1.00	1.00	1.00	1.00	0.00	0.00
220	ELASTOMERIC PAD - SUPERSTR.	48 EA	600.00	28,800.00	1,100.00	52,800.00	800.00	38,400.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
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221	FABRIC PAD BEARING - SUPERSTR.	18 EA	3,000.00	54,000.00	4,500.00	81,000.00	2,800.00	50,400.00	0.00	0.00
222	BRIDGE RAILING	747 LF	475.00	354,825.00	350.00	261,450.00	275.00	205,425.00	0.00	0.00
223	SEW BRIDGE RAILING	46 LF	825.00	37,950.00	1,800.00	82,800.00	1,200.00	55,200.00	0.00	0.00
224	STRUCTURAL EARTH WALL	2723 SF	55.00	149,765.00	66.00	179,718.00	80.00	217,840.00	0.00	0.00
225	BRIDGE APPROACH SLAB	345 SY	350.00	120,750.00	425.00	146,625.00	225.00	77,625.00	0.00	0.00
226	COLUMN GROUTING MOCKUP	1 LS	*****	7,500.00	*****	10,000.00	*****	1.00	*****	0.00
227	FALL PROTECTION SYSTEM	1 LS	*****	30,000.00	*****	55,000.00	*****	60,000.00	*****	0.00
228	SCOUR MAINTENANCE	1 LS	*****	18,000.00	*****	19,000.00	*****	25,000.00	*****	0.00
229	PIGMENTED SEALER	4680 SY	15.00	70,200.00	11.50	53,820.00	12.00	56,160.00	0.00	0.00
230	CRUSHED SURFACING TOP COURSE	145 CY	36.97	5,360.39	86.00	12,470.00	85.00	12,325.00	0.00	0.00
231	CRUSHED SURFACING BASE COURSE	195 CY	30.00	5,850.00	95.00	18,525.00	95.00	18,525.00	0.00	0.00
232	CSTC FOR SIDEWALK AND DRIVEWAYS	50 CY	50.00	2,500.00	108.00	5,400.00	105.00	5,250.00	0.00	0.00
233	GRAVEL BASE	25 TO	50.00	1,250.00	135.00	3,375.00	150.00	3,750.00	0.00	0.00
234	HMA CL. 3/8 IN. PG 64H-28	600 TO	0.00	0.00	115.00	69,000.00	150.00	90,000.00	0.00	0.00
235	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
236	COMPACTION PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
237	STABILIZED CONSTRUCTION ENTRANCE	500 SY	15.00	7,500.00	22.00	11,000.00	25.00	12,500.00	0.00	0.00
238	EROSION/WATER POLLUTION CONTROL	1 LS	*****	50,000.00	*****	150,000.00	*****	50,000.00	*****	0.00
239	IRRIGATION SYSTEM	1 LS	*****	11,450.00	*****	31,000.00	*****	20,000.00	*****	0.00

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Schedule Description

Tax Classification

Schedule 01

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240	BENCH/PLANTER	4 EA	8,000.00	32,000.00	9,000.00	36,000.00	8,000.00	32,000.00	0.00	0.00
241	SMALL PLANTER	10 EA	3,100.00	31,000.00	4,500.00	45,000.00	3,000.00	30,000.00	0.00	0.00
242	LARGE PLANTER	20 EA	5,300.00	106,000.00	6,300.00	126,000.00	4,200.00	84,000.00	0.00	0.00
243	SOIL FOR PLANTERS	88 CY	45.00	3,960.00	80.00	7,040.00	35.00	3,080.00	0.00	0.00
244	SOIL FOR LANDSCAPING	16 CY	45.00	720.00	60.00	960.00	35.00	560.00	0.00	0.00
245	AIR OR HYDRO EXCAVATION	2 EA	200.00	400.00	775.00	1,550.00	1,200.00	2,400.00	0.00	0.00
246	ROADSIDE CLEANUP	1 LS	*****	4,000.00	*****	30,000.00	*****	50,000.00	*****	0.00
247	PSIPE - TREE	24 EA	400.00	9,600.00	740.00	17,760.00	300.00	7,200.00	0.00	0.00
248	PSIPE - SHRUB	350 EA	40.00	14,000.00	64.00	22,400.00	50.00	17,500.00	0.00	0.00
249	SEEDING AND FERTILIZING	0.15 AC	4,500.00	675.00	9,000.00	1,350.00	6,500.00	975.00	0.00	0.00
250	TREE PROTECTION ZONE	7 EA	300.00	2,100.00	290.00	2,030.00	350.00	2,450.00	0.00	0.00
251	CEMENT CONC. CURB AND GUTTER	975 LF	50.00	48,750.00	52.00	50,700.00	35.00	34,125.00	0.00	0.00
252	CEMENT CONC. CURB	40 LF	50.00	2,000.00	42.00	1,680.00	26.00	1,040.00	0.00	0.00
253	BEAM GUARDRAIL TYPE 31, 6 FT. LONG POST	35 LF	75.00	2,625.00	82.00	2,870.00	100.00	3,500.00	0.00	0.00
254	FLEXIBLE GUIDE POST	16 EA	75.00	1,200.00	120.00	1,920.00	115.00	1,840.00	0.00	0.00
255	CEMENT CONC. GUTTER	20 LF	50.00	1,000.00	80.00	1,600.00	45.00	900.00	0.00	0.00
256	REINFORCED DOWELED CURB	180 LF	60.00	10,800.00	38.00	6,840.00	50.00	9,000.00	0.00	0.00
257	TRAFFIC ISLAND CONCRETE	45 SY	100.00	4,500.00	63.00	2,835.00	60.00	2,700.00	0.00	0.00
258	PAVEMENT MARKING - PAINT LINE	2500 LF	1.00	2,500.00	1.25	3,125.00	1.25	3,125.00	0.00	0.00

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259	PAVEMENT MARKING - DURABLE HEAT APPLIED	1600 LF	10.00	16,000.00	1.10	1,760.00	7.00	11,200.00	0.00	0.00
260	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	28 EA	100.00	2,800.00	135.00	3,780.00	150.00	4,200.00	0.00	0.00
261	PERMANENT SIGNING	1 LS	*****	5,000.00	*****	5,000.00	*****	5,000.00	*****	0.00
262	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	80,000.00	*****	32,000.00	*****	0.00
263	TYPE III BARRICADE	30 EA	75.00	2,250.00	82.00	2,460.00	165.00	4,950.00	0.00	0.00
264	POWER & ILLUMINATION SYSTEM	1 LS	*****	182,500.00	*****	290,000.00	*****	320,000.00	*****	0.00
265	UTILITY CONDUIT SYSTEM	1 LS	*****	93,000.00	*****	170,000.00	*****	200,000.00	*****	0.00
266	CONDIUT PIPE 4 IN. DIA.	3960 LF	30.00	118,800.00	30.00	118,800.00	40.00	158,400.00	0.00	0.00
267	TYPE B PROGRESS SCHEDULE	1 LS	*****	15,000.00	*****	5,000.00	*****	15,000.00	*****	0.00
268	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	312 SY	5.00	1,560.00	2.20	686.40	3.00	936.00	0.00	0.00
269	TRENCH SAFETY SYSTEM	1 LS	*****	24,000.00	*****	5,000.00	*****	5,000.00	*****	0.00
270	POTHOLING	18 EA	750.00	13,500.00	625.00	11,250.00	600.00	10,800.00	0.00	0.00
271	PLUGGING EXISTING PIPE	14 EA	500.00	7,000.00	330.00	4,620.00	1,200.00	16,800.00	0.00	0.00
272	STRUCTURE SURVEYING	1 LS	*****	40,000.00	*****	50,000.00	*****	90,000.00	*****	0.00
273	ADA FEATURES SURVEYING	1 LS	*****	2,700.00	*****	8,500.00	*****	3,500.00	*****	0.00
274	ROADWAY AND UTILITY SURVEYING	1 LS	*****	20,000.00	*****	16,000.00	*****	115,000.00	*****	0.00
275	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	0.00	0.00
276	SPCC PLAN	1 LS	*****	8,000.00	*****	5,000.00	*****	10,000.00	*****	0.00
277	RECORD DRAWING	1 LS	*****	10,000.00	*****	5,000.00	*****	10,000.00	*****	0.00

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278	TEMPORARY SHORING FOR EXISTING SEWER	1 LS	*****	53,500.00	*****	60,000.00	*****	25,000.00	*****	0.00
279	PERMANENT SANITARY SEWER SUPPORT SYSTEM	1 LS	*****	385,200.00	*****	260,000.00	*****	300,000.00	*****	0.00
280	CONDUIT AND WATERLINE SUPPORT SYSTEM	1 LS	*****	61,800.00	*****	115,000.00	*****	110,000.00	*****	0.00
281	BUILDING VIBRATION AND MOVEMENT MONITORING	1 LS	*****	80,000.00	*****	100,000.00	*****	75,000.00	*****	0.00
282	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	75,000.00	*****	10,000.00	*****	7,500.00	*****	0.00
283	TRAINING	2000 HR	3.00	6,000.00	1.00	2,000.00	5.00	10,000.00	0.00	0.00
284	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	520.20	1,560.59	650.00	1,950.00	1,500.00	4,500.00	0.00	0.00
285	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,954.67	*****	2,200.00	*****	8,500.00	*****	0.00
286	RAMP DETECTABLE WARNING	120 SF	7.00	840.00	25.00	3,000.00	25.00	3,000.00	0.00	0.00
287	CEMENT CONC. SIDEWALK	830 SY	70.00	58,100.00	63.00	52,290.00	42.00	34,860.00	0.00	0.00
288	ADJUST EXISTING MANHOLE IN ASPHALT	3 EA	750.00	2,250.00	650.00	1,950.00	625.00	1,875.00	0.00	0.00
289	REINSTALLING METER - STANDARD SIDEWALK	8 EA	200.00	1,600.00	325.00	2,600.00	225.00	1,800.00	0.00	0.00
290	COATED CHAIN LINK FENCE TYPE 72 IN.	230 LF	100.00	23,000.00	90.00	20,700.00	150.00	34,500.00	0.00	0.00
291	COATED CHAIN LINK FENCE TYPE 48 IN.	125 LF	100.00	12,500.00	60.00	7,500.00	100.00	12,500.00	0.00	0.00
292	SECURITY FENCE	1 LS	*****	10,000.00	*****	46,000.00	*****	20,000.00	*****	0.00
293	LANDSCAPE REMOVAL AND SURFACING	1 LS	*****	5,000.00	*****	4,200.00	*****	4,500.00	*****	0.00
294	PROTECTION OF PARKING LOT FEATURES	1 LS	*****	10,000.00	*****	13,000.00	*****	2,500.00	*****	0.00
295	RESTORATION OF ASPHALT PARKING AREA	1 LS	*****	25,000.00	*****	18,000.00	*****	10,000.00	*****	0.00
296	RESTORATION OF GRAVEL PARKING AREA	1 LS	*****	7,500.00	*****	25,000.00	*****	20,000.00	*****	0.00

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Schedule Description

Tax Classification

Schedule 01

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297	DECORATIVE REMOVABLE BOLLARDS AND ASSEMBLY	1 LS	*****	11,000.00	*****	21,000.00	*****	7,500.00	*****	0.00
298	STEEL FENCING	1 LS	*****	10,000.00	*****	17,000.00	*****	9,000.00	*****	0.00
299	EXPOSED AGGREGATE EDGE	12 SY	72.00	864.00	38.00	456.00	155.00	1,860.00	0.00	0.00
				<i>Schedule Totals</i>		18,827,744.80		17,594,418.75		18,137,851.00
										0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 04</i>					Sales tax shall be included in unit prices					
401	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	-1.00	-1.00	1.00	1.00	1.00	1.00	0.00	0.00
402	POTHOLING	15 EA	380.00	5,700.00	625.00	9,375.00	600.00	9,000.00	0.00	0.00
403	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	1,500.00	*****	1.00	*****	500.00	*****	0.00
404	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	2,600.00	*****	2,500.00	*****	0.00
405	TYPE III BARRICADE	12 EA	50.00	600.00	81.00	972.00	165.00	1,980.00	0.00	0.00
406	TREE ROOT TREATMENT	2 EA	650.00	1,300.00	815.00	1,630.00	1,000.00	2,000.00	0.00	0.00
407	TREE PROTECTION ZONE	2 EA	375.00	750.00	300.00	600.00	350.00	700.00	0.00	0.00
408	TREE PRUNING	2 EA	300.00	600.00	380.00	760.00	425.00	850.00	0.00	0.00
409	REMOVE TREE, CLASS II	1 EA	900.00	900.00	3,000.00	3,000.00	3,500.00	3,500.00	0.00	0.00
410	REMOVE EXISTING CURB	100 LF	10.50	1,050.00	7.00	700.00	10.00	1,000.00	0.00	0.00
411	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	25 SY	14.00	350.00	26.00	650.00	30.00	750.00	0.00	0.00
412	SAWCUTTING CURB	8 EA	42.50	340.00	33.00	264.00	25.00	200.00	0.00	0.00
413	SAWCUTTING FLEXIBLE PAVEMENT	3860 LFI	0.50	1,930.00	1.10	4,246.00	1.00	3,860.00	0.00	0.00
414	SAWCUTTING RIGID PAVEMENT	220 LFI	1.50	330.00	1.10	242.00	1.25	275.00	0.00	0.00
415	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	600.00	600.00	850.00	850.00	800.00	800.00	0.00	0.00
416	TEMPORARY ACCESS	1 EA	2,500.00	2,500.00	5,000.00	5,000.00	20,000.00	20,000.00	0.00	0.00
417	CONTROLLED DENSITY FILL	40 CY	150.00	6,000.00	155.00	6,200.00	150.00	6,000.00	0.00	0.00
418	CRUSHED SURFACING TOP COURSE	90 CY	65.00	5,850.00	97.00	8,730.00	95.00	8,550.00	0.00	0.00
419	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	110.00	440.00	108.00	432.00	110.00	440.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 04</i>					Sales tax shall be included in unit prices					
420	COMMERCIAL HMA	25 TO	180.00	4,500.00	485.00	12,125.00	150.00	3,750.00	0.00	0.00
421	UNDERDRAIN PIPE 4 IN. DIA.	150 LF	16.00	2,400.00	45.00	6,750.00	45.00	6,750.00	0.00	0.00
422	DUCTILE IRON STORM SEWER PIPE 8 IN. DIA.	40 LF	55.00	2,200.00	120.00	4,800.00	75.00	3,000.00	0.00	0.00
423	DUCTILE IRON STORM SEWER PIPE 10 IN. DIA.	270 LF	75.00	20,250.00	130.00	35,100.00	100.00	27,000.00	0.00	0.00
424	MANHOLE 48 IN.	2 EA	3,500.00	7,000.00	5,000.00	10,000.00	4,500.00	9,000.00	0.00	0.00
425	CONCRETE INLET	2 EA	1,800.00	3,600.00	3,700.00	7,400.00	300.00	600.00	0.00	0.00
426	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1 EA	600.00	600.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00	0.00
427	CONNECT 10 IN. DIA. PIPE TO EXISTING CB, DW OR MH	2 EA	800.00	1,600.00	1,500.00	3,000.00	1,500.00	3,000.00	0.00	0.00
428	RECONSTRUCT 48 IN. MH INVERT	1 EA	1,500.00	1,500.00	1,300.00	1,300.00	1,300.00	1,300.00	0.00	0.00
429	INTERIOR DROP CONNECTION 10 IN. DIA.	1 EA	4,500.00	4,500.00	6,600.00	6,600.00	6,200.00	6,200.00	0.00	0.00
430	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	26.50	265.00	33.00	330.00	35.00	350.00	0.00	0.00
431	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.50	305.00	51.00	510.00	50.00	500.00	0.00	0.00
432	IMPORTED BACKFILL	100 CY	30.50	3,050.00	44.00	4,400.00	42.00	4,200.00	0.00	0.00
433	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	2,500.00	*****	1,900.00	*****	0.00
434	EXTRA ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	150.00	15,000.00	750.00	75,000.00	725.00	72,500.00	0.00	0.00
435	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	330.00	1,320.00	315.00	1,260.00	0.00	0.00
436	TRENCH DEWATERING	1 LS	*****	2,500.00	*****	8,500.00	*****	9,000.00	*****	0.00
437	DI PIPE FOR WATER MAIN 18 IN. DIA.	310 LF	150.00	46,500.00	350.00	108,500.00	350.00	108,500.00	0.00	0.00

<i>Project Number:</i> 2017105			<i>Engineer's Estimate</i>		Garco Construction Inc		Max J Kuney Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 04</i>					Sales tax shall be included in unit prices					
438	COMB. 2 IN. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	1 EA	5,000.00	5,000.00	7,000.00	7,000.00	6,500.00	6,500.00	0.00	0.00
439	BUTTERFLY VALVE 18 IN.	2 EA	2,500.00	5,000.00	10,000.00	20,000.00	10,000.00	20,000.00	0.00	0.00
440	HYDRANT ASSEMBLY	1 EA	5,600.00	5,600.00	13,000.00	13,000.00	12,000.00	12,000.00	0.00	0.00
441	TRENCH EXC. FOR WATER SERVICE TAP	110 LF	35.00	3,850.00	56.00	6,160.00	55.00	6,050.00	0.00	0.00
442	ESC LEAD	1 LS	*****	1,500.00	*****	1.00	*****	2,500.00	*****	0.00
443	INLET PROTECTION	3 EA	120.00	360.00	220.00	660.00	250.00	750.00	0.00	0.00
444	TOPSOIL TYPE A, 2 INCH THICK	80 SY	15.00	1,200.00	5.00	400.00	25.00	2,000.00	0.00	0.00
445	SOD INSTALLATION	80 SY	25.00	2,000.00	13.00	1,040.00	10.00	800.00	0.00	0.00
446	CEMENT CONCRETE CURB	100 LF	42.00	4,200.00	42.00	4,200.00	30.00	3,000.00	0.00	0.00
447	CEMENT CONC. SIDEWALK	70 SY	85.00	5,950.00	82.00	5,740.00	50.00	3,500.00	0.00	0.00
448	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	800.00	*****	1,100.00	*****	1,000.00	*****	0.00
449	PAVEMENT MARKING, PAINT	65 SF	2.00	130.00	5.25	341.25	6.00	390.00	0.00	0.00
<i>Schedule Totals</i>				186,099.00		395,530.25		381,706.00		0.00

SCHEDULE SUMMARY									
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	18,827,744.80	0.00	0.00	186,099.00	0.00	0.00	0.00	0.00	19,013,843.80
Garco Construction Inc	17,594,418.75	0.00	0.00	395,530.25	0.00	0.00	0.00	0.00	17,989,949.00
Max J Kuney Company	18,137,851.00	0.00	0.00	381,706.00	0.00	0.00	0.00	0.00	18,519,557.00

Low Bid Contractor: Garco Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$17,594,418.75	\$18,827,744.80	6.55	% Under Estimate
Schedule 04	\$395,530.25	\$186,099.00	112.54	% Over Estimate
Bid Totals	\$17,989,949.00	\$19,013,843.80	5.38	% Under Estimate

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

04/13/2020

Date Rec'd

3/27/2020

Clerk's File #

OPR 2019-0649

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

MATT DAVIS 625-6315

Project #**Contact E-Mail**

MRDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 21597

Agenda Item Name

1680 - HOUSING AND ESSENTIAL NEEDS PROGRAM AMENDMENT & EXTENSION

Agenda Wording

CHHS is requesting permission to amend the subrecipient agreement with Goodwill Industries for the Housing and Essential Needs Program (HEN) to increase funds and extend the project term. See briefing paper for further detail.

Summary (Background)

The Spokane Continuum of Care did not recommend an award for the Housing and Essential Needs (HEN) for any proposal for that program received by CHHS during the 5-Year Consolidated CHHS RFP process. It was determined that a separate RFP process would need to be conducted (CHHS 2020 HEN RFP) with the new HEN award starting 7/1/20. To ensure continuity in the interim, CHHS would like to amend and extend the existing HEN agreement with Goodwill.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Expense \$ 526,141.00

1540-95572-65410-54201-73903

Select \$

#

Select \$

#

Select \$

#

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

SIGLER, TIMOTHY

Study Session\Other**Division Director**

CORTRIGHT, CARLY

Council Sponsor

PIES - 3/23/2020

Finance

HUGHES, MICHELLE

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**GRANTS &
CONTRACT MGMT**

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tdanzig@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	Housing and Essential Needs Amendment & Extension
Date:	3/11/20
Author (email & phone):	Matt Davis (mrDavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety and Community Health
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 & Healthy / Reduce Homelessness
Deadline:	Latest possible effective date for the amendment is 4/1/2020
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to substantially amend the subrecipient agreement with Goodwill Industries of the Inland Northwest (GIIN) funded Housing and Essential Needs (HEN) funds granted to the City by the Department of Commerce to add additional funds for the last quarter of state fiscal year (SFY) 2020 and extend the end date to 6/30/20.
Background/History: The Spokane Continuum of Care did not recommend an award for the Housing and Essential Needs (HEN) for any proposal for that program received by CHHS during the 5-Year Consolidated CHHS RFP process. In order to elicit a proposal from community providers that would address the changing priorities of HEN, it was determined that a separate RFP process would need to be conducted. To ensure continuity of service in the intervening time-period, the current operator, GIIN, received supplemental award from the 2017-19 CHHS funding cycle for the period 7/1/19 to 3/30/20. Subsequently it was determined that any reward resultant from the HEN RFP would be best poised for success by starting at the beginning of SFY 2021 to align with legislative changes to HEN effective 7/1/20.	
Executive Summary: <ul style="list-style-type: none"> The Department of Commerce awarded CHHS \$2,207,584.63 in CHG funds for the period 7/1/19 to 6/30/20 The City has subgranted \$1,578,423.00 to GIIN to ensure continuity of service for HEN eligible households within Spokane County. The City has retained \$103,020.63 for administrative oversight costs. CHHS is seeking permission to amend the current agreement with GIIN to add \$526,141.00 and extend the end date of the agreement to 6/30/20 to align with the anticipated start date for any HEN projects awarded under the 2020 HEN RFP conducted by CHHS 	
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: N/A 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?

☐

Yes

☐

No

Specify changes required: None.

Known challenges/barriers: None.

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 3/27/2020

Type of expenditure: Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Scott Rasmussen/Tim Sigler

Amount of Proposed Expenditure: \$526,141.00

Funding Source: WA State Consolidated Homeless Grant

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

In order to close the gap between the end of the current project and the anticipated start of the new Housing and Essential Needs project.

What are the impacts if expenses are deferred?

Approximately 300 individuals with disabilities will become homeless.

What alternative resources have been considered?

We are the grantee for this joint program between the WA State Dept. of Social & Human Services and the WA State Dept. of Commerce. These funds must go to serve eligible households in accordance with the grant guidelines for the Housing and Essential Needs program. Goodwill is the City's subrecipient and operates the program.

Description of the goods or service and any additional information?

Contractual Services. Goodwill provides intake, eligibility determination, housing search assistance, and case management to households deemed eligible by DSHS and provides rental assistance under Dept. of Commerce guidelines.

Person Submitting Form/Contact: Matt Davis - mrdavis@spokanecity.org

FINANCE SIGNATURE:

Tonya Wallace

6BC842B631214E0...

CITY ADMINISTRATOR SIGNATURE:

Wes Crago

8C36E3376092442...



City of Spokane

AGREEMENT AMENDMENT B

Title: Housing and Essential Needs Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Goodwill Industries of the Inland Northwest**, whose address is 130 East Third Avenue, Spokane, Washington 99202 as ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Housing and Essential Needs Program; and

WHEREAS, a change or revision of the work has been requested, thus the original Agreement needs to be formally Amended by this written document and

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under the 2019-2021 Consolidated Homeless Grant, Grantor Award # 20-46108-30, Total Award \$6,126,360.26, and issued on July 15, 2019; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated August 14, 2019, 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 Agreement Amendment shall become effective on April 1, 2020.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through June 30, 2020.

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **FIVE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED FORTY ONE AND NO/100 DOLLARS (\$526,141.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TWO MILLION ONE HUNDRED FOUR THOUSAND FIVE HUNDRED SIXTY FOUR AND NO/100 DOLLARS (\$2,104,564.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior

written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 4} of the original Agreement):

Category	Amount
Rent and Housing Costs	\$1,451,651
Operations	\$609,440
Administration	\$43,473
TOTAL	\$2,104,564

5. AMENDMENT.

SECTION NO. 9.C.3 – Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in ~~Attachment B~~ Attachment 1 and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 10th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in ~~Attachment B~~ Attachment 1. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 8th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 8th of July. In conjunction with each reimbursement request, GRANTEE 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 founding source. GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.

a. Reimbursement Requests

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report, program income), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

b. Payment

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- i. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.

- ii. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- iii. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under 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 Amendment by having legally-binding representatives affix their signatures below.

**GOODWILL INDUSTRIES OF THE INLAND
NORTHWEST**

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:
Attachment 1 – Debarment Certification
Attachment 2 – REVISED Grantee Billing Form

ATTACHMENT 1

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

<u>Goodwill Industries of the Inland Northwest</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>Housing and Essential Needs (HEN)</u> Program Title (Type or Print)
 Name of Certifying Official (Type or Print)	 Signature
 Title of Certifying Official (Type or Print)	 Date (Type or Print)

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.


Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventoriable piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

 City of Spokane Grantee Billing Form 2019-2024 HHOS Program	City Clerk #		OPR 2019-0649			
	Vendor ID #		035532			
	FMS Acct #		1540-95572-65410-54201-73903			
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. Vendor/Claimant Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.				
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201						
GRANTEE (Warrant is to be payable to:)						
Goodwill Industries of the Inland Northwest 130 E. 3rd Ave Spokane, WA 99202						
Grantee Certification						
Project/Program:	Housing and Essential Needs (HEN)				By:	
Award Number:	20-46108-30				(SIGN IN INK)	
Grant Term:	07/01/2019 - 03/31/2020					
Indirect Cost Rate:	10% MTDC				(TITLE)	(DATE)
Expense Period:						
Billing Date		(EMAIL ADDRESS)	(TELEPHONE NUMBER)			
EXPENSE Categories:	A Grant Budget	B Current Expense Request	C Total Previously Requested	D Grant Balance (A-B-C)		
ASSISTANCE FOR HEN HOUSEHOLDS						
Rent and Housing Costs	\$ 1,451,651.00	\$ -	\$ 858,852.67	\$ 592,798.33		
Operations	\$ 609,440.00	\$ -	\$ 293,731.16	\$ 315,708.84		
Administration	\$ 43,473.00	\$ -	\$ 24,970.33	\$ 18,502.67		
GRAND TOTAL	\$ 2,104,564.00	\$ -	\$ 1,177,554.16	\$ 927,009.84		
Contract Amount (auto populated)		\$ 2,104,564.00	% Expended:	55.95%		
Total Expended to Date (auto populated)		\$ 1,177,554.16				
Contract Remaining Balance		\$ 927,009.84	% Remaining:	44.05%		
← Check box if final request.		CHHS Approval:				

Payee Expense Report

Organization:	Goodwill	Grant #:	20-46108-30	City Clerk #:	OPR 2019-0649
Prepared By:		Title:		Date:	

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
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Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report

Organization:	Goodwill	Grant #:	20-46108-30	City Clerk #:	OPR 2019-0649			
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Housing Assistance Detail Report

[illegible]

Housing Assistance Adjustment Report

Organization:	Goodwill		Grant #:	20-46108-30			City Clerk #	OPR 2019-0649	
Prepared By:			Title:				Date:		
Client ID	Unit Address and Number	Reason for Adjustment	Original Billing Period	Original Amount Charged to Grant	Revised Amount Charged to Grant	Difference (Due To)/From Grant	Original Amount Charged to Tenant	Revised Amount Charged to Tenant	Difference (Due To)/From Tenant
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**Agenda Sheet for City Council Meeting of:**

04/13/2020

<u>Date Rec'd</u>	3/25/2020
<u>Clerk's File #</u>	OPR 2020-0373
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MARCIA DAVIS 625-6398	<u>Project #</u>	2017091
<u>Contact E-Mail</u>	MDAVIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4250- GHD INC. 20-YR CAPITAL UTILITY FACILITIES PLAN ANALYSIS		

Agenda Wording

Consultant Agreement with GHD Inc. for 20-Year Capital Facilities Plan Multi- Objective Decision Analysis (MODA)for Water, Sewer, and Sewerwater.

Summary (Background)

Analysis for the 20-year Capital Facilities Plans for Water, Sewer and Stormwater. GHD will be using an asset management based multi-objective decision analysis (MODA) Approach.This approach provides a rigorous and defensible decision-making process that results in better-managed risk as well as improved public confidence, internal utility coordination, communication, and information and knowledge transfer/retention. An asset management approach will enable balancing the costs of infrastructure

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

Expense	\$ 74,000.00	# 4250-42300-94340-56501-15769
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	PIE 03/23/20
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Jennifer.Price@ghd.com	
<u>For the Mayor</u>	ORMSBY, MICHAEL	eraea@spokanecity.org	
<u>Additional Approvals</u>		icmaccounting@spokanecity.org	
<u>Purchasing</u>		mdavis@spokanecity.org	
		aduffey@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Contract with GHD for 20-yr Capital Utility Facilities Plan Analysis
Date:	03/23/2020
Author (email & phone):	mdavis@spokanecity.org
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
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)	Comprehensive Plan Capital Facility Plans for Utilities
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approve Contract with GHD for a 20-Year Capital Utility Facilities Plan Multi-Objective Decision Analysis
Background/History: Analysis for the 20-year Capital Facilities Plans for Water, Sewer and Stormwater has been on-going by City Staff. Projects need to be selected and prioritized. GHD, the selected engineering consultant, will assist the City in develop a prioritization matrix similar to the Street Program as part of Link-Spokane. GHD will be using an asset management based multi-objective decision analysis (MODA) Approach. This approach provides a rigorous and defensible decision-making process that results in better-managed risk as well as improved public confidence, internal utility coordination, communication, and information and knowledge transfer/retention. An asset management approach will enable balancing the costs of infrastructure assets and acceptable level of risk, while continuously delivering established levels of service.	
Executive Summary: <ul style="list-style-type: none"> Contract with GHD to develop a multi-objective decision analysis to use for project prioritization in the 20-year Capital Facility plans for Water, Sewer, and Stormwater. Contract is still in negotiations, but contract amount will be \$75,000 or less. Work is expected to be completed by the end of 2020. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

CONSULTANT AGREEMENT

**Title: DEVELOPMENT OF A 20-YEAR CAPITAL
FACILITIES PLAN MULTI- OBJECTIVE
DECISION ANALYSIS (MODA)**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GHD**, whose address is 20818 44th Avenue West, Suite 190, Lynwood, Washington 98036 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for the Development of a 20-Year Capital Facilities Plan Multi- Objective Decision Analysis (MODA) and

WHEREAS, the Consultant was selected from through the MRSC Roster.

-- 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 April 1, 2020, 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 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 not exceed **SEVENTY FOUR THOUSAND AND NO/100 DOLLARS (\$74,000.00)**, including tax, if applicable, 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 Company shall submit its applications for payment to City of Spokane Integrated Capitol Management Department 808 W. Spokane Falls Blvd., Second Floor, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and 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. 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.

8. 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.

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.

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 sixty (60) 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.

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 Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- 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.

GHD

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 – Scope of Services

20-062

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. 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



March 26, 2020

Marcia Davis, Principal Engineer
Integrated Capital Management
City of Spokane
City Hall, Second Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Ms. Davis:

Re: Approach and Letter Proposal for City of Spokane 20-Year Capital Facilities Plan Multi-Objective Decision Analysis

GHD appreciates the opportunity to provide a draft approach and letter proposal to the City of Spokane for evaluation and prioritization of the 20-Year Capital Facilities Plan of the Water System. We are proposing using an asset management based multi-objective decision analysis (MODA) Approach. This approach provides a rigorous and defensible decision-making process that results in better-managed risk as well as improved public confidence, internal utility coordination, communication, and information and knowledge transfer/retention. An asset management approach will enable balancing the costs of infrastructure assets and acceptable level of risk, while continuously delivering established levels of service.

Our Approach includes the following tasks:

1. Develop Organizational Understanding of Business Risk Exposure of the Water System (Workshop #1) – Work to increase organizational understanding of risk exposure, level of service, and impacts of consequence and likelihood of failure. Develop goals for decision-making criteria based on City of Spokane's strategic vision for the water system. Develop a Public Participation Plan to engage key internal and external stakeholders.
 - a. Understanding Business Risk Exposure Workshop #1 - Facilitate a workshop with City of Spokane leadership to discuss the business risk exposure facing the water system and develop goals for decision making for CIP Prioritization. The initial portion of the workshop will focus on providing an overview and developing an understanding of consequence of asset failure (reputational and financial costs), likelihood of system component failure (system condition, reliability, performance, threats), and desired level of service (system pressure, daily/seasonal customer water use habits, and quality) using a triple bottom line approach. The triple bottom line approach discussion will include how social (including customer desired level of service balanced with customer willingness to pay for specific level of service, public safety, and public image), financial (cost of loss of service, comparison of existing and new system alternatives for balanced winter/summer use), and environmental (impacts of regulatory compliance, regulatory violations, and environmental impacts) factors impact decisions.



- b. Understanding Risk Tolerance and Objectives – Hold up to eight (8) informational interviews with selected city staff representing planning, engineering, operations, maintenance, regulatory, and community engagement to gain an understanding of risk tolerance, level of service objectives and definitions, goals, and key areas of concern. A set of interview questions will be developed and submitted to city PM for review and approval. A list of key staff to interview will be developed in coordination with City PM. The questionnaire will be provided to the interviewees as part of the interview invitation. A summary of the interview questionnaire responses will be developed.
 - c. Business Risk Tolerance Consensus Building Workshop (Workshop #2) – Workshop #2 will focus on reaching consensus on the business risk tolerance that will be used as a basis for establishing a framework for formulating decision criteria in Task #2. A summary of the findings from the risk tolerance questionnaire will be presented as a basis for discussion. The workshop also will use case studies to demonstrate how different levels of service including system pressure, summer water use, conservation, risk reduction, and rates can result in different level of service and risk outcomes. The final portion of the workshop will be devoted to reviewing the City of Spokane's Strategic Vision for the water system and establishing goals to use as a basis for formulating decision criteria. A summary of the workshop findings will be prepared as a framework for developing the decision criteria for the MODA analysis criteria in Task #2.
 - d. Develop Public Participation Plan – Develop a public participation plan that outlines audiences (internal and external), stakeholders, and outreach messages, timing, and methods. Establish Public Engagement Principles and Participation Plan goals to guide the development, implementation and monitoring of the plan to meet relevant requirements and ensure a responsive plan. Work with the City of Spokane to identify both internal and external audiences that are key to gaining support for the CIP Prioritization Process and methodology. Lead Stakeholder Mapping exercise to identify what internal/external stakeholders have interest and/or influence on project outcomes and group stakeholders into categories to develop stakeholder-specific engagement/management strategies. Once audiences are identified, a public participation plan will be developed outlining who, when, how, and what types of engagement strategies will occur and what is the desired outcome of each engagement. Develop Engagement Strategies that identify/leverage existing communication channels and propose communication/consultation methods to target larger stakeholder audiences. The plan will include a schedule to implement stakeholder engagement strategies and initial messaging for specific audiences (internal and external at different expertise and engagement levels) to encourage participation in the engagement process.
2. Develop Goals and Decision Criteria for the MODA Analysis Matrix/Workshop(s) - Frame the decision criteria and define desired level of service for the system based on findings from Workshop #2. Develop evaluation criteria that evaluate and measurement scales (weighting) with the City of Spokane based on desired Level of Service, acceptable level of risk, and other relevant



criteria. Establish a Technical Advisory Committee (TAC) of experts from agency staff and potentially technical/community experts to assist and endorse decision-making. Completion of the following subtasks will require a number of conference calls and workshop(s) with the City/stakeholder groups.

- a. Identify Internal and External Stakeholder/Technical Advisory Committee Team – Develop a TAC group that represents all segments of the city including planning, engineering, operations, maintenance, regulatory, and community engagement. The TAC Team also could include technical or community experts. Technical expert members of the TAC team would be selected with input and subject to approval from the City. The TAC will work to develop establish acceptable level of risk, level of service, risk based, and other decision criteria definitions, importance factors (weighting), and assist with alternative scoring. Hold kick-off meeting with TAC to establish communication guidelines, TAC purpose, and TAC responsibilities. A Draft MODA TAC Team charter will be developed as part of this process to gain commitment and endorsement for process and direction.
- b. Develop MODA Analysis Criteria/Workshop #3 - Formulate a clear understanding and definition of the acceptable risk profile for the City of Spokane's system(s) and system components from an agency and societal/community standpoint. This discussion would focus on defining the acceptable risk profile by looking at what options and consequences should be considered, what kinds of uncertainty exist, and what level of impacts is acceptable over what duration. A high level risk assessment of existing systems and an understanding of potential failure modes is a good basis for this discussion. As part of this effort the following would be discussed as part of Workshop #3:
 - Identify Desired Level of Service Criteria - Level of service provides a measurable goal for delivery required to satisfy user needs, provides for a safe work environment for employees and the public, and addresses stakeholder needs. Level of service provides a utility with an established metric to judge progress.
 - Develop Roadmap for Maintenance Asset Management Plans – Asset Management Plans provide a framework to identify critical assets, needs, gaps, reoccurring maintenance issues, and strategies. Having asset management plans in place enable informed decision-making about infrastructure maintenance, repair, rehabilitation, and replacement. Development of the roadmap will include a high-level review of existing information, gaps in knowledge, and what a high-level asset management plan would entail. The asset management plan roadmap will be based on USEPA asset management framework, which focuses on answering five core questions:
 - i. What is the current state of the City's assets?
 - ii. What are the City assets' performance requirements?
 - iii. Which assets are critical to sustaining performance?



- iv. What are the City's capital replacement, and operation and maintenance strategies?
 - v. What are the short and long term valuation and funding requirements for the infrastructure?
 - Identify Acceptable Level of Risk Criteria– Acceptable risk levels must be defined based on the condition of existing infrastructure, likelihood of infrastructure failure, and the consequence associated with infrastructure failure. Risk is managed by understanding what risks exist for a utility, how the risks affect the desired level of service for the utility, and what costs are associated with mitigating the risk.
 - Identify Other Relevant Assessment Criteria – Other criteria beyond level of service or risk associated issues may drive decision-making and need to be considered in the analysis such as community and above ground benefits.
 - Develop Level of Importance Weighting – For each criteria selected, a level of importance weighting factor will be established. This weighting will establish the importance of each criteria selected relative to one another.
 - Develop Draft MODA Analysis Matrix – A draft strawman matrix framework will be developed as a basis of discussion.
 - Facilitate Workshop #3 – Facilitate Workshop(s) #3 to reach consensus on MODA Analysis Criteria and weighting factors.
 - Develop Final MODA Analysis Matrix - A matrix for scoring alternatives will be developed based on the criteria and weighting factors finalized in Workshop #3.
 - c. Develop Draft Summary and Charter – A short summary outlining the development of the MODA Analysis Matrix including participants, process, and finalized matrix parameters and definitions will be provided along with a framework for an asset management plan. A Final MODA TAC Team Charter will be developed for endorsement by TAC Team members.
3. Project Management – Project kick-off and management activities for overseeing Tasks 1 and 2 over a 3-4 month period.
- a. Project Kick-off/Project Study Plan – A project kick-off call will be held with the City PM to outline objectives including “What Success is for the City of Spokane”, project details (e.g., meetings, deliverables, reviews, and reporting/invoicing), identify and obtain available City data/information, discuss the methodology, scope, schedule, and budget. A Project Study Plan will be developed based on the kick-off meeting that outlines project purpose and goals, communications approach, schedule, reporting requirements, and a safety plan.
 - b. Project Management Activities - Monthly progress reports and invoices will be prepared and submitted to the City. In addition, the GHD project manager will be available to meet



monthly with the City PM, as needed. We have estimated 3-4 months of reporting for this project.

The following table presents the proposed budget for completion of this work by subtask.

Subtask Name	Hours	Fee ¹ (\$)
Task 1 Develop Organizational Understanding of Business Risk Exposure of the Water System	117	\$29,790
Task 1.a Understanding Business Risk Exposure Workshop #1	36	\$10,644
Task 1.b Understanding Risk Tolerance and Objectives	23	\$4,638
Task 1.c Business Risk Tolerance Consensus Building Workshop #2	28	\$9,028
Task 1.d Develop Public Participation Plan	30	\$5,480
Task 2 Develop MODA Analysis Matrix/ Workshop(s)	154	\$42,272
Task 2.a Identify Internal and External Stakeholder/Technical Advisory Committee Team	7	\$1,562
Task 2.a (Optional) TAC Technical Expert Participation		\$10,000
Task 2.b Develop MODA Analysis Criteria	123	\$25,750
Task 2.c Develop Draft Summary and TAC Team Charter	24	\$4,960
Task 3 Project Management²	13	\$2,742
Task 3.a Project Kick-off/Project Study Plan	5	\$946
Task 3.b Project Management	8	\$1,796
Total	284	\$74,804
Notes:		
¹ Fee includes labor, telephone, travel, printing, photocopies and other miscellaneous direct expenses.		
² Assumes project will be completed within 3-4 months.		

Development of this tasks will serve as a framework to perform an asset management based MODA analysis for evaluating and prioritizing the City of Spokane 20-Year Capital Facilities Plan of the Water System. This risk assessment based approach also can be used to prioritize the Capital Facility Plan Alternatives for wastewater, storm water, and other city systems. The same approach also could be used in a one water management approach to the City of Spokane's systems.

GHD very much appreciates the opportunity to work with the City of Spokane and hopefully you will be willing to consider this proposal to help deliver your future strategy. If you have any questions regarding the proposed tasks or wish to discuss further, please contact me at 425 563-6527 or via email at Jennifer.Price@ghd.com.

Sincerely,

Jenifer Price

Regional Managing Principal Northwest Region GHD
GHD, INC.

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

04/13/2020

Date Rec'd

2/25/2020

Clerk's File #

OPR 2020-0374

Renews #**Submitting Dept**

HISTORIC PRESERVATION

Cross Ref #**Contact Name/Phone**

MEGAN DUVALL 625-6543

Project #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0470-EDWIDGE APARTMENT NOMINATION TO THE SPOKANE REGISTER OF HISTORIC PLACE

Agenda Wording

Recommendation to list the Edwidge Apartments, 1227 W Riverside Avenue, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Edwidge Apartments has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other**Division Director**

DUVALL, MEGAN

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sbishop@spokanecity.org

Additional Approvals

lcamporeale@spokanecity.org

Purchasing

jchurchill@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

The Edwidge Apartments – 1227 W Riverside Avenue

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Originally built in 1903, the Edwidge Apartments suffered a fire in 1912 and was essentially rebuilt in 1912/13. The Edwidge Apartment Building meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- The Edwidge Apartment Building is significant under Spokane Register of Historic Places **Category A** as an early apartment building representing the residential movement beyond the city's central business district to adjacent neighborhood districts – in this case, the western edge of downtown.
- The building is also significant under **Category C** as an excellent example of early apartment architecture in Spokane. The three-story red brick building is a richly-detailed and beautifully-articulated apartment building that displays sophistication in design and use of quality materials with a bit of European flair. Stylistically, it combines classical elements and material and shape to differentiate the different floor levels.
- While not displaying a specifically-identifiable style, the details and materials of the front façade and northern half of the west façade, has characteristics of Renaissance Revival. The Italian Renaissance Revival was popular in America from the late 1800s to 1930. This style typically exhibits many of the following characteristics: two to four stories in height, rectangular in plan; symmetrical and flat facades; masonry or stucco walls; different architectural treatment on different stories (window openings for example); rusticated masonry at ground level; recessed entry porch flanked with classical columns or pilasters; raised basement and short flight of stairs from street level.

3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."

- The Edwidge Apartment Building is essentially unaltered from its 1913 construction and therefore retains excellent architectural integrity in original location, design, materials, workmanship, and association.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Edwidge Apartments according to the appropriate criteria at a public hearing on 2/19/20 and recommends that the Edwidge Apartments be listed on the Spokane Register of Historic Places.

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

**LOT 1, BLOCK 20, RAILROAD ADDITION TO SPOKANE, AS PER PLAT RECORDED
IN VOLUME "D" OF PLATS, PAGE 82, RECORDS OF SPOKANE COUNTY; SITUATE
IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

Parcel Number(s) 35183.1205, is governed by a Management Agreement between the City of Spokane and the Owner(s), C&I Properties, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____



Dated: 2/3/19

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **February 2020**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **C&I Properties, LLC** (hereinafter "Owner(s)"), the owner of the property located at **1227 West Riverside Avenue, Spokane, WA 99201** commonly known as the **Edwidge Apartments** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

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

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

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

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

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

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

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

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

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

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

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR



Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
County of _____) ss.

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

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

STATE OF WASHINGTON)
County of Spokane) ss.

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Edwidge Apartments

And/Or Common Name: The Riverside, "Honeymoon Flats"

2. Location

Street & Number: 1227 West Riverside Avenue

City, State, Zip Code: Spokane, WA, 99201

Parcel Number: 35183.1205

3. Classification

Category

☒ building

☐ site

☐ structure

☐ object

Ownership

☐ public ☐ both

☒ private

Public Acquisition

☐ in process

☐ being considered

Status

☒ occupied

☐ work in progress

Accessible

☒ yes, restricted

☐ yes, unrestricted

☐ no

Present Use

☐ agricultural

☐ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☒ residential

☐ religious

☐ scientific

☐ transportation

☐ other

4. Owner of Property

Name: C & I Properties, LLC

Street & Number: 502 West Riverside, STE 103

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: 509-217-5508/Chris@RenCorpRealty.com

5. Location of Legal Description

Courthouse, Registry of Deeds

Street Number:

City, State, Zip Code:

County:

Spokane County Courthouse

1116 West Broadway

Spokane, WA 99260

Spokane

6. Representation in Existing Surveys

Title: N/A

Date: Enter survey date if applicable

Depository for Survey Records:

☐ Federal ☐ State ☐ County ☐ Local

Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☐ excellent
- ☒ good
- ☐ fair
- ☐ deteriorated
- ☐ ruins
- ☐ unexposed

Check One

- ☒ unaltered
- ☐ altered

Check One

- ☒ original site
- ☐ moved & date _____

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

8. Spokane Register Criteria and Statement of Significance

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

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: Less than one
Verbal Boundary Description: RES&ADD SPOKANE FALLS ALL N OF S80FTL5B27
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Jim Kolva, Owner
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1, Spokane, WA 99201
Telephone Number: 509-458-5517
E-mail Address: jim@jimkolvaassociates.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission hearing: _____

Landmarks Commission decision: _____

Date of City Council hearing: _____

City Council decision: _____

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

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SUMMARY STATEMENT

The 1912 Edwidge Apartment building is a three-story unreinforced red brick structure that rises from a raised basement platform. The symmetrically-arranged front façade is divided into five bays, a centered entry bay with two window bays flanking each side. The ornate first-floor entry is approached by a straight run of steps with wrought iron balustrade that narrows as it curves into the open entry alcove; likewise, the bays aligned above on the second and third floors are open with recessed alcoves. Within the embossed stucco-clad basement wall, are window bays aligned with those of the upper floors. The window configurations in each of the floor levels are different: semi-circular-arched with cast stone lintels on the first floor; flat-arched voussoired brick and cast stone keystone and skewbacks on the second floor; and unadorned flat arches on the third floor. The building is terminated by an entablature composed of a frieze of alternating white terra cotta triglyphs and brick metropolies, dentil band, and projecting white pressed tin cornice supported by curved brackets. Atop the cornice is a narrow brick band, and white coping course that terminates the wall.

DESCRIPTION OF PROPERTY

The Edwidge Apartments, in the west end of downtown Spokane, is about three blocks west of the central business district. The block in which it is located, Block 27, is triangular with the apex on the west end formed by the merge of Riverside and Sprague avenues at Cedar Street. Riverside Avenue, with its boulevard park strip, is the center of the Riverside Avenue National Register Historic District (1976). The Edwidge is in the historic district along with a cluster of other early 1900s apartment buildings. On the south side of the Riverside Avenue, the Edwidge faces north across the Riverside boulevard strip toward the Riverfalls Tower Apartment building (1973). The San Marco Apartments (1904, NRHD, SRHD) is on the west side of the building and terminates the block with frontages along both Riverside Avenue and Sprague Avenue. A six-foot walkway separates the two buildings and provides access to the basement of the Edwidge and up a run of concrete steps south to Sprague Avenue. Adjacent to the east (two-foot separation) is the Riverside Court Townhouse (2007), and further east, is the former Knights of Pythias Hall (1911) now occupied by NAC Architecture. The 1913 Myrtle Apartment building is kitty-corner across a parking lot to the southeast.

Originally built in 1903 (Assessor file, 1902) as a two-story wood-frame building called the Riverside Apartments (also called the Davis Flats, and Honeymoon Flats), the building was damaged by fire in 1912. It was subsequently rebuilt as a three-story brick building with the same footprint as the original. When rebuilt in 1912, the building was renamed The Edwidge. No evidence has yet been located to determine if the 1903 wood structure was completely removed or whether the foundation and lower structure were retained and incorporated into the existing brick building. The 1910 Sanborn Map indicates a bay in the southwest corner (rear) that is similar to the bay in the existing building. This bay is stucco that projects from the west and south walls. It is possible that it was retained from the original building with a third floor added.

The 1912 Edwidge Apartment building is a three-story unreinforced red brick structure that rises from a raised basement platform. The angled and symmetrically-arranged front façade is divided

into five bays, a centered entry bay with two window bays flanking each side. The ornate first-floor entry architrave is approached by a straight run of steps with wrought iron balustrade that narrows in an elliptical curve as it ascends to the open entry alcove. Aligned over the main entry, and like the first floor, the bays on the second and third floors are open with recessed alcoves. The window configurations in each of the floor levels are different: semi-circular-arched with cast stone lintels on the first floor, flat-arched voussoired brick and cast stone keystone and skewbacks on the second floor; and unadorned flat arches on the third floor. A pressed tin entablature painted white terminates the flat roof building.

Within the embossed stucco-clad concrete basement wall, are flat-arch window bays aligned with those of the upper floors. Set into the basement wall, the sash is double-hung wood with ten-over-ten lights. Since the bottoms of the windows are slightly below grade, they are set in sheet metal wells. One block course above the tops of the windows is a projecting water table course that demarks the junction of the basement and first floors. The water table extends to the concrete stair curb and forms the base for the limestone quoins of the main entry archway surrounds.

Eight concrete steps, with enclosing concrete curbs and wrought iron balusters, sweep in an elliptical curve that uncurls at the base and narrows to the molded limestone main entry ensemble. The balusters curl around newel posts topped with an urn form and ascend to a second newel post attached to the limestone jambs of the recessed entry portal. Beveled inward to match the intrados of the compound semi-circular arch, the door surrounds are configured as quoins with the bases and capitals extending outward of the pilasters. The elaborate entry entablature framing the arch opening consists of scroll consoles, molded spandrels with bullseyes, rounded keystone, cornice and smaller entablature panel in which name panel resides.

The entry arch and the brackets spring from a capital base distinguished by bas relief triglyphs to support the projecting cornice. The molded cornice forms a shelf on which an embellished name panel is prominently displayed. A decorative limestone entablature frames in a recessed panel, the name "EDWIDGE." Atop the entablature within the alcove opening is a wrought iron balconet, and an iron gridwork in a pattern of alternating square rods and circles decorates the sides and top of the opening. A flat and flush limestone lintel extends beyond the sides of the brick opening and supports an elliptical arch of composed of brick headers and flat limestone keystone. Within the arch is a bas relief limestone panel with bullseye framed by an elongated tear drop pattern. The third-floor alcove this a simple square opening with the iron gridwork pattern on the inside of the sides and flat arch top. A flat limestone sill projects slightly from the wall plane and beyond the sides of the window opening. Simple congé brackets aligned with the inside of the window jambs support the sill of all windows.

Within the main entry arcade is an angled wall in which is set a wood and glass panel door, multi-light sidelights and transom windows. "EDWIDGE APTS." is lettered on the upper glass panel, the lower wood panel is recessed. The sidelights consist of a recessed lower wood panel corresponding to that of the door and an upper section with fourteen lights in two columns. Above the sidelights are six-light transoms arranged vertically to correspond with the lower sidelights, and a single-light transom with a horizontal orientation above the door.

The first floor window bays extend from the water table and are composed of a recessed panel framed by the water table, the window jambs, and a flat and flush limestone sill. Within the recess is a limestone panel surrounded by horizontal brick headers with brick soldiers at the ends. Above the sill is a double-hung wood sash framed by a wood brick mold. The sash is ten-light-over-ten-light. A flat and flush limestone lintel extends beyond the window jambs and supports a semi-circular blind arch. Vertically aligned brick headers with the intrados on the jamb line and a limestone keystone define the arch. A recessed brick field within the arch frames a limestone bullseye rondel.

The second floor window bays, aligned over the first floor bays, are distinguished by a composite flat-arched voussoired brick and limestone window head and flat and projecting limestone sill. The sill projects slightly from the wall plane and beyond the sides of the window opening. Simple congé brackets aligned with the inside of the window jambs support the sill. The arch is composed of brick soldier voussoirs, a tripartite limestone keystone and flaired limestone end blocks that extend above the brick soldiers. The center section of the keystone projects from the wall plane and above the brick stretcher course defining the top of the arch. The sash is identical to that of the first floor.

The third floor window bays are the same as those of the second floor but the flat arch is undifferentiated brick field. The sash is the same as the floors below. Three brick courses above the window head is the white pressed tin entablature that terminates the façade.

A white horizontal band marks the bottom of the entablature and is integrated with the triglyphs that extend into a dentil band at the bottom of the cornice. Alternating with the white terra cotta triglyphs are brick metropolies with the triglyphs wrapping the corners of the wall. Aligned above the triglyphs are pressed tin brackets and a projecting cornice. Atop the parapet wall is a narrow brick band, and white pressed tin coping course that terminates the wall.

The foot print of the building is within the parcel boundary with a six-foot walkway on the west side and a two-foot gap along the east boundary. The front (north) façade follows the angle of Riverside Avenue while the rear (south) façade is at right angles with the side walls. Dimensions of the building are 42 feet in width, 82 feet along the west façade, and 104 feet along the east façade, and about 50 feet along the north façade.

West Façade

The basement wall is stucco embossed in a block pattern and rises from grade to a projecting water table that divides the concrete basement wall and brick first floor wall. The four-inch wide course projects about two inches from the wall plane.

The west façade is set in about six feet from the west property line, and separated from the next-door San Marco Apartment building by a paved walkway. The walkway descends in an angled ramp from Riverside and flattens near the middle of the building. At the south end, thirteen steps provide access to a walkway that provides access to the San Marco and to Sprague Avenue. The

west wall is in two sections with a tower bay in the southwest corner. The northern section is variegated red brick like the front façade; and the middle section is buff brick.

The front northwest corner displays a “dog tooth” brick pattern resulting from the angled front façade meeting the northern end of the west façade. The brick bond consists of alternating headers and stretchers, English cross bond. The northern section of the wall is red brick and divided into four equally spaced bays, with the windows configured identically to the front façade. As with the front, the wall is terminated by a white-painted pressed tin entablature.

The middle section has a concrete basement wall without the stone block embossing of the north section. Set deep into the basement wall are two wooden pedestrian doors, one a solid five-panel, and the other with an upper glass panel and a lower wood panel. Two window bays are within the wall. Like the north section, the water table course extends to the rear of the building. The main wall section is buff brick in common bond and divided into six bays with irregular spacing. All windows have flat unadorned arches and brick header sills. The wall is terminated by a concrete tile parapet cap.

The stucco-clad southwest corner bay projects from the façade plane about two feet in an octagonal shape. Windows corresponding to each floor are on the angled planes and on the flat plane. The sash is wood – one-over-one double-hung on the angled planes, and on the flat plane, fixed single panels with the upper sections configured in a muntin diamond pattern--two full and eight half sections.

East Façade (side)

The east façade is next to the Riverside Court Townhouses but extends about 20 feet south of that building. Visible in the east exposed wall, both south of and above the townhouses are seven window bays, a chimney, and three third floor bays. Six additional window bays are in the wall north of the chimney, but are not visible from either the front or rear of the building. The windows are irregularly spaced and of the same size, other than the two bays north of the chimney. They are configured identically to those of the rear and west facades with flat unadorned arches and brick header sills. The sash is wood, and other than one bay alignment, one-over-one double-hung. The differing sash is fixed with an upper transom section composed of a muntin diamond pattern with full and half diamonds.

Rear (South) Facade

The rear façade, facing south on to an asphalt parking lot, is square and flat brick with two window openings on each of the three floors. The buff brick is laid in common bond with a header course every eighth course. A slightly projecting brick string course runs from corner to corner three courses above the third floor window head. Cast concrete tiles cap the parapet wall.

Within the wall are two windows are on each of the three floor levels. The windows are centered in the wall, about six feet apart, and about fifteen feet from each corner. The second and third floor windows, which serve as emergency exits, are connected by a wrought iron fire escape. Because of site grade, the first floor windows are low, about 18-inches above grade. The

windows have flat arches and brick header sills that project slightly outside the jambs and forward of the wall plane. The double-hung wood sash is set into the unadorned openings with a simple rounded wooden brick mold. The first and second floor windows are one-over-one sash, while the sash of the third story is twelve-over one (three columns, four rows).

The floor plan of the building is a trapezoid with an angled front façade. Forty-two feet wide, the building is 81.5 feet deep on the west side, and 104 feet deep on the east side. At the southwest corner of the building, a three-story bay projects slightly, about 4.5 feet west of the façade plane. A six-foot walkway is along the west side, and a two-foot gap is along the east side.

Rising about six feet above east parapet wall is a square brick chimney that is south of center.

Interior

According to the Assessor's field file, each of floors one through three contains approximately 3,925 square feet with 3,990 square feet in the basement. The entry and interior alcoves at the front of the building contain about 65 square feet. The second and third floor alcoves include a sitting area outside of an access door and a window, and a spiral wrought iron stairway that connects the two alcoves. The recessed front entry alcove opens at an angle to a central hallway that provides access to apartment units on each side. In the entry lobby are mailboxes on each side and solid wood panel doors to one unit on each side of the hallway. On the right (west) side of the hallway is an open stair well that ascends to the second floor. Thirteen units are on the first, second and third floors. Two units are in the basement.

Each of the hallways run through the building to a small room with a window on the south end to the fire escape. On the left side of the first floor entry hall is a bank of mail boxes and doors along the hallway to the apartment units. On the west side on the wall just beyond the front entry is a cast iron radiator, bank of mailboxes, and a door to an apartment unit. South of the door is a walled stairway that opens to the front (north) and ascends southerly in a straight run to the second floor landing. The carpeted stairway has a balustrade along the east wall, a flat four-inch molding on the west wall and flat base molding along both sides. A fire door, opening to the east at a right angle to the stairs, provides access to the north-south hallway.

On the south end of the stairwell is a door to the basement stairs. The stairs are carpeted and unlike the stairs to the upper floors include a molded wooden spindle balustrade along the east side which is open. The doors to two apartment units are at the north end of the hallway. At the south end is a fire door the provides access to the furnace room and a right-angle intersection with the hallway that opens to the west via an exterior exit door. Utility, storage and laundry rooms are in the basement.

The hall and stairs are configured similarly on all three floors. Wood floors are carpeted, walls and ceilings are plaster over lath. The plaster wainscot is painted and wallpaper clads the walls between the chair rails and the picture rails. Six-inch wood base moldings, chair rails and picture rails detail the hallways and stairwells. Round and molded newel posts on square bases terminate the molded wooden stair railings (attached to wall without balusters) at both ends. Hallway doors

are wood with recessed single-panel, surrounded by flat four-inch wood moldings. The wall-ceiling juncture is finished with a coved molding.

The second floor is configured similarly to the first with a central hallway and apartment units on each side. At the south end are two doors, the one on the left (east) side opens to a long corridor--with three doors on the east wall--that ends in a small room with a fire-escape window on the south wall. At the north end, the hallway ends in a window and a door and that opens to the alcove in the front façade. A cast iron radiator is in the northwest corner on the west wall and doors to apartment units are on both sides. And similarly, to the first floor, the stairway to the upper (third) floor is along the west wall. The end window is double-hung wood sash with six-over-six lights. The door is wood panel with a glass upper and wood lower. Within the alcove is a small seating area and a wrought iron stairway that angles and switchbacks to the third floor alcove.

The stairway to the third floor, ascending north to south is the same as between the first and second floors. The north end of the hallway terminates the same as the second floor with a door and window opening to an alcove with sitting area on the front side (north). The third floor varies in configuration from the first and second floors. The south end of the hallway extends to a small room which provides access to the fire escape window in the southwest corner. Apartment doors are along both sides of the hallway. Skylights are in the ceiling which result in another feature not included in the lower floors, window openings to the hallway. These openings are now clad with painted wood panels.

The apartments throughout the building vary somewhat in size and room configuration but they all include an entry vestibule/hallway that opens to a kitchen, parlor, or a bedroom (Unit C, the one the author visited). Kitchen with base and upper cabinets, sink, gas range and refrigerator, and a bathroom with a tub/shower, sink and toilet are typical. Kitchen and bathroom floors are covered with linoleum, and the dining, living and bedrooms are hardwood or carpet. Moldings are relatively simple and include painted wood bases, doors and windows, and picture rails. Cast iron radiators provide heat.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The essentially building is unaltered.

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance:

A – Broad Patterns of Spokane History

C - Architecture

Significant Dates: 1903, 1908, 1912

Period of Significance: 1903 -1912

Architect: Unknown

Building Developer: O. J. Davis for 1903 building, Martin Woldson for 1912

Building Contractor: O. J. Davis for 1903 building, Charles Jasper for 1912

SUMMARY STATEMENT

Significant under Category A – Broad Patterns of Spokane History

Constructed in 1912, the Edwidge Apartment Building is eligible under Category A because its construction evolved during the city's most significant period of growth, 1900 to 1910. As an early west downtown apartment building, originally built in 1903 as the Riverside Apartments, it was heavily damaged by a fire and rebuilt in 1912 as the Edwidge Apartments. The building represents the residential movement beyond the city's central business district to adjacent neighborhood districts and beyond. Single room occupancy hotels, boarding houses, and lodgings dominated the types of housing built in the downtown and close-in neighborhoods from 1900 to 1920. Around 1900, apartment buildings, as a distinct multi-family housing type, began appearing in downtown Spokane and moved to the edges of the business core and into Browne's Addition and the lower South Hill. The Edwidge, originally the Riverside Apartments (1903), was constructed in 1912 one of the early apartment buildings in the west end of downtown.

Significant under Category C – Architecture

Essentially unaltered from its original construction in 1912, the three-story red brick building is a richly-detailed and beautifully-articulated apartment building that displays sophistication in design and use of quality materials with a bit of European flair. Stylistically, it combines classical elements and material and shape to differentiate the different floor levels. Relatively rare in Spokane are the deep main entry alcove and recessed open alcoves that are highlighted by elaborate wrought iron grilles within the window openings. Approached by an elliptical stairway with wrought iron balustrade, an elaborate stone architrave prominently defines the entry alcove. The entry entablature melds into a balconet of the open second floor alcove which terminates in a segmental arch within which is a bas relief stone panel. The demarcation of each floor level is achieved by a different window configuration--semi-circular arches, voussoired flared flat arches, and flat arches reaching to the terminating and elaborately detailed entablature and cornice.

While not displaying a specifically-identifiable style, the details and materials of the front façade and northern half of the west façade, has characteristics of Renaissance Revival. The Italian Renaissance Revival was popular in America from the late 1800s to 1930. This style typically exhibits many of the following characteristics: two to four stories in height, rectangular in plan;

symmetrical and flat facades; masonry or stucco walls; different architectural treatment on different stories (window openings for example); rusticated masonry at ground level; recessed entry porch flanked with classical columns or pilasters; raised basement and short flight of stairs from street level; occasionally, a balustraded balcony, round arches and arcading porches; and massive cornice that rests directly on the architrave with frieze being omitted. (Harris, 1998)

The Edwidge is an example of one of the earlier apartment houses whose architecture conveyed that this was a middle-and upper-middle-class apartment building.

The Edwidge (and the Myrtle) is listed in the Riverside Avenue National Historic District as a “Secondary Property.”

HISTORIC CONTEXT

STATEMENT OF SIGNIFICANCE

Chronology of the Development of the Edwidge Apartment Building

Historical Context

The historical context for Spokane has been included in several National and Spokane Register nominations, including the Riverside Avenue National Historic District (Garrett & Potter, 1976) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus, the Spokane historic context discussion is abbreviated.

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

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

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

Generally, warehouses cropped up along the Northern Pacific rail corridor between the two alleys bracketing the tracks. In the blocks south of that warehouse district were shops and two-to-three-story apartment buildings and hotels. These apartment blocks ran along Second and Third avenues, and the cross streets including Post, Howard, Stevens, and Washington as they advanced up the lower South Hill.

According to the U.S. Census, Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

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

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

In January 1905, *The Spokesman-Review* extolled the growth in Spokane. "BUILDING RECORD HERE UNEQUALED." F.E. Goodall Says Spokane Leads America In Construction—His Annual Address. [as president of the chamber of commerce]

"Spokane leads all other cities of the United States of equal population in building activity. There were 1781 building permits issued for the year, having a total valuation of \$3,590,917, which surpasses any previous record."

"The records for the past five years show 6090 new buildings with an estimated valuation amounting to \$10,133,688. Do you want to see a continuance of this remarkable growth? Then boost for Spokane and let your boosting be through the channel that will do the most good—the chamber of commerce."

The February 5, 1905 edition of *The Spokesman-Review* provided a map showing ownership of all the parcels – 686 ownerships - in downtown Spokane between Division and Adams streets, and Third to Ferry avenues. In an explanation of the map, the accompanying sidebar stated: "The map shows up wonderfully different to what it would have a few years ago, when the Hypotheekbank and other mortgage companies owned a very large part of the included district. Since that time they have disposed of nearly all their holdings, until the Hypotheekbank does not a piece of property on Riverside avenue east of Monroe street and only a few on Main avenue and

Front avenue." Hypotheekbank, did however, own one lot in the block, along the north side of Riverside Avenue.

The Spokesman-Review celebrated its 25th anniversary (6/17/1909) with a major edition that showcased the birth of an inland empire and touted of the growth and prominence of Spokane, the capital of a region rich with mines, timber, and farmland, railroads and water power.

"SPOKANE GREATEST RAILROAD CENTER WEST OF THE MISSOURI"
"BIG LUMBER OPERATIONS IN THE INLAND NORTHWEST"
"OUTPUT OF MINES IS ENORMOUS"

BUILDING OPERATIONS EXCEED \$8,000,000 (on banner)

"Permits Issued for First Five Months of 1909 Total 1497, for \$3,866,250, against 1303 for \$2,528,170 a Year Ago."

A list of some 32 individual buildings and building corridors were listed as either under construction or to be started in 1909 with a total cost of \$8,000,000. Prominent buildings listed in the article included: Old National Bank, Davenport Hotel, Acme Portland Cement Plant, E.H. Stanton & Co. Packing Plant, Spokane Club, Washington Water Power Company, W.E. Parsons Building, Dry Goods Realty Building, North Monroe district buildings, new flats and apartment houses, and new dwellings (estimated at 2000 new homes at an average of \$1100 each).

"The estimate of \$590,000 to cover the cost of new flat buildings is conservative, as will appear from the fact that it was reached by allowing 25 flats to be built at a cost of \$23,500 each. This is conservative both as to number and cost. There are probably 25 flats now building, while many more will be started this year, and the cost will probably average easily \$25,000 each."

In its August 1, 1909 Sunday edition, *The Spokesman-Review* reported:

"BUILDING PERMITS GAIN 48.5 PER CENT
First Seven Months Up to Within \$750,000 of Entire 1908 Total
YEAR TO DATE, \$5,150,530
Number to Date Is 1969 Against 1807 for Same Period Last Year.

Building permits for the first seven months of 1909 are 48.6 per cent greater than for the first seven months of 1908 and are within \$750,000 of the total for last year.

Already a total of \$5,150,530 in permits has been taken out. While for all of last year the total was \$5,927,548.

For the first seven months of last year the total permits amounted to \$3,456,840. This year to date shows an increase of \$1,684,690, or 48.6 per cent.

The number of permits issued the first seven months this year is 1969, as against 1807 for the same period last year, a gain of 162 permits, or 9 percent. The fact that the increase in cost is much greater than the increase in number of permits shows that more expensive and larger buildings are being erected this year.

July shows a substantial gain over July of last year. The total for the month just past is 211 permits, amounting to \$683,110, while for July last year 182 permits were taken out at an estimated cost of \$433,560. This is a gain of \$149,440, or 15

per cent. Every month this year has made a substantial gain over the corresponding month last year.

Spokane was booming; workers were streaming to the city on the rails. The population had exploded from 19,992 in 1890 to 36,848 in 1900, and 104,402 in 1910. The downtown blocks surrounding the business core were being converted from wood frame dwellings to three- and four-story brick hotels with businesses on the street level and residences above. Most all of these residential buildings were single room occupant hotels (or SROs). They were built quickly and simply for the influx of workers coming into Spokane. The regional industries such as mining, lumber, and agriculture sent their laborers into downtown Spokane when the work season ended. These SROs were typically a single room in which the resident lived and slept. In some buildings, the rooms had a sink and closet, but in most all the bathrooms with toilet and tub were down the hall. There were no cooking facilities—no kitchen, so the residents would frequent the restaurants, cafes, or saloons along the network of streets that made Spokane.

These hotels catered to the lower income strata of Spokane society. Middle income and families typically resided in single-family dwellings that spread out from the center. Apartments in which the flats or suites of rooms contained a bathroom, a kitchen, parlor, and bedroom, were not even listed as a category in the city Polk directory until 1901; and in that edition only four buildings were categorized as apartments: the Blalock, the Lindelle, the Metropole, and the Montvale, all in the downtown core. Both the Blalock and the Lindelle were built in 1890, the Montvale in 1899, and the Metropole in 1901. Also containing apartments prior to the 1901 Polk listing included the Whitten Block (1890) and the Felix Block (1900).

Indeed, in the 1900 Polk directory, multi-unit residences in Spokane were under the following categories: Boarding House, Furnished Rooms, Hotels, and Lodging Houses. Apartment Houses were not listed as a category until the 1901 directory. In 1900, 36,848 people resided in Spokane. To house the newly arrived and itinerant population Polk listed in its business directory 21 boarding houses, 118 furnished rooms, 22 hotels and 46 lodging houses. There were, however, crossovers among the three categories.

In 1903, the year the Riverside Apartments were built (later enlarged as the Edwidge in 1912) the Polk classified directory listed eight apartment buildings: Blalock Block, Chemical Block, Felix Bock, The Lindelle, Metropole Apts., Montvale Block, Riverside Apts., and The Victor. In 1905 Polk listed nineteen apartment buildings, including for the first time, the Ammann (1904), Buena Vista (1905), and Vallamont (1905). The San Marco was also built in 1904. These buildings were downtown, ringing the business core, primarily east and west of the business center. Browne's Addition followed, with new apartment buildings constructed in 1905 through 1910, and, within a year, apartment buildings began the climb of the South Hill.

The cluster of apartments along Riverside and Sprague between Jefferson and Cedar streets built between 1903 and 1905 included several of those listed above: The Riverside (Edwidge), Ammann, San Marco, Buena Vista, Vallamont, and Myrtle (Not named so until 1911, and no name determined prior to that).

The Spokesman-Review's Sunday Real Estate section (6/27/1909) would report the surge in apartment building in Spokane. A full page illustrated with photographs told of improvement in downtown housing.

“Some Spokane Apartment Houses Now Being Erected”

More apartment houses are now being built in Spokane than any other year. There are now 22 flats under construction or just completed, while perhaps this many more will be started before cold weather. The flats show a noticeable improvement over most of those built in former years, and a few are being built beyond walking distance, which has not been done before. In older cities, the “flats” district follows closely the advance of the best residence district, even if it is several miles from the business center, but until this year no Spokane apartment houses have been erected beyond walking distance from the retail district.

The article explained the state of apartment building and how they are improving in “general sightliness” and convenience. “There are only one or two flats of the tenement type now under construction in Spokane; that is, flats without a heating plant or hot water. Even the two-story apartment houses are provided with these conveniences.”

By 1910 when the population of Spokane soared to 104,402, the number of accommodations jumped accordingly, and Polk listed in its classified pages: Apartments 97; Boarding Houses, 39; Furnished Rooms, 305; Hotels, 126; and Lodging Houses, 68. Most all of the hotels were downtown. (As with the 1900 classified pages, there was some crossover among the housing types.) Although several apartment buildings were downtown and at the western edge along Riverside Avenue, most were moving to the fringe, particularly the lower south hill, Browne’s Addition, and the streetcar route along Monroe Street.

Apartments and apartment houses provided rooms or suites of rooms for longer durations and accommodated families and couples as well single men and women. Apartments were contained in commercial buildings with residential and office space as and in structures devoted fully to residential use. Income production was the primary function of either type of building.

“The absence of a private kitchen separates hotels from apartments. By 1900, lawyers [in defining apartments] used the cooking area and the presence of a private bathroom for each unit to distinguish the more socially proper apartment from the less proper tenement. The terms usually stipulate that “families living independently of one another and doing their own cooking” in buildings for three or more households are living in apartments and not in hotels.” (Groth, 1994).

These would have included the earliest apartments in Spokane: the Metropole, the Montvale, Breslin, and Lindelle. These were downtown buildings that had commercial uses on the ground floor, like the SROs or hotels, but also provided units with bath and kitchen within the suite of rooms. The apartment buildings were typically two to four stories in height and used a variety of floor plans. Smaller buildings on narrower lots such as the Fifth Avenue Flats, the Edwidge, the Myrtle, the Ammann, for example, used a centered entry on the fronting street with an entry foyer, central “double-loaded” corridor with apartment units on each side, and a stairway, either open or walled to the basement, second and third floors.

The Edwidge plan, conveying a stately and prosperous look, features a central, street-level entry approached by concrete steps with wrought iron railings. The elliptical-shape steps ascend to an elaborate arch with stone quoin jambs, scroll brackets, and ornate entablature into an angled and deep entry alcove. A glass panel door with multi-light sidelights opens to a small foyer with immediate access to an open ascending stairwell along the west wall and a central double-loaded hallway (apartments on each side). Characteristic of apartment houses, living rooms, bedrooms,

bathrooms and kitchens were included in each unit. This pattern is the same for the first, second, and third floors. Doors at the north end of the second and third floors provide access to an alcove and sitting area over the front entry of the building. The rich detailing of the front façade, the spaciousness of the rooms with all the amenities needed for a home, the apartments were intended for middle-to upper-middle class residents.

Development of the Edwidge Apartments and Myrtle Apartments Block

The block on which the Edwidge and its neighbor, the Myrtle, reside is unique in downtown Spokane for its triangular shape resulting from the merge of the park strip of Riverside Avenue and Sprague Avenue at Cedar Street. Jefferson Street forms the eastern bounding. Riverside is a boulevard street and the foundation of the Riverside Avenue National Historic District. [Although not mentioned in the Riverside NHD nomination, nor is it on the block on which Edwidge is located, the Crest Hotel, built by D.B. Fotheringham and engineered by Abe Houle (the brother-in-law of Maude Houle for whom he built the front portion of what would become the Myrtle Apartments), was located across Riverside Avenue. Touted as a “Construction Feat” in the January 2, 1910 edition of *The Spokesman-Review*, “The Crest is to be strictly a hotel building, arranged so that it can easily be thrown into “bachelors’ quarters, a family hotel or a fashionable rooming house.” The Crest was razed in the early 1970s and replaced on the same site by the Riverfalls Towers Apartments.]

The 1889 Sanborn Insurance Map shows that the block in which the subject building is located was occupied by the Unitarian Church at the southeast corner of Sprague and Jefferson, the M.E. Church on Sprague near mid-block. Two vacant lots and a lot with two dwellings were between the churches. The rounded apex parcel west of the ME Church was undeveloped. Fronting to the north along Riverside near mid-block was a dwelling and on the future Edwidge lot, a foundation. The parcels to the east were undeveloped.

In the next year, 1890, “Holderman’s Livery” fronted on Riverside, two parcels east of the future Edwidge site (adjacent to the north boundary of the future Myrtle site).

The 1902 Sanborn depicted the Edwidge site without the foundation, and new buildings on the block: the three parcels east of the Edwidge site included a “Hearse & Buggy Ho.,” the “Riverside Livery, feed and sales stables,” and a wagon shed in the northeast corner. Two dwellings now occupied the parcel adjacent to the west of the M.E. Church.

The 1910 Sanborn shows a significant transition had taken place on the block after 1902. The west end of the block was now occupied by the three-story brick San Marco apartment building (1905, NRHD, SRHP), that in a “V- shaped” floor plan, occupied frontages on both Sprague Avenue and Riverside Avenue. To the east, and fronting on Riverside, was the two-story wood frame Riverside Apartments (1903, future Edwidge). A six-foot walkway which ran from Riverside through to Sprague separated the two buildings. The parcel east of the future Edwidge was undeveloped; a wagon shed and a livery were in the next two lots, and a “Lodge Hall” (Knights of Pythias, 1911) was depicted on the northeast corner of the block “from plans.” Along Sprague Avenue, the “1st Unitarian Church” remained on the southeast corner of the block and 50 feet east was a three-story brick apartment building (built in 1905, that would become the Myrtle). Adjacent to the west of the future Myrtle were two dwelling units and filling in the lot between the dwellings and San Marco was a three-story brick apartment building.

The 1928 update to the 1910 Sanborn Map showed the three-story brick and concrete Edwidge Apartments that had replaced the fire-damaged Riverside Apartments in 1912. The lot to the east remained vacant, and a one-story brick garage occupied the next lot. The “K. of P. Castle” with open land on its west and south sides occupied the northeast corner of the block. On the southeast corner of the block were two masonry buildings which replaced the former church building, one labeled “Autos” in the northwest corner of the parcel and a small building labeled “Off.” in the southeast corner replaced the church. The Myrtle Apartments, occupied the entire lot, the three-story brick rear section added in 1913. The two dwellings west of the Myrtle were removed and the apartments to the west remained.

The 1958 Sanborn map indicated the following changes to the block: the three-story apartment building south of the Edwidge was removed and the two adjacent lots between the Edwidge and Myrtle apartment buildings were vacant (now a parking lot); the two lots adjacent to the east were now occupied by a service station and auto supply shop. The lot in the southeast corner of the block was occupied by a cluster of auto repair buildings and used auto sales.

The Edwidge Apartments, 1227 West Riverside Avenue

The property on which the Edwidge Apartments was constructed was purchased by O. (Ole) J. Davis by warranty deed, September 8, 1902 from Louis F. Baer. The lot was undeveloped. On February 3, 1903, Lizzie Davis granted a Quit Claim Deed for this parcel to husband O. J. Davis.

1903 Polk Directory has Ole J. Davis, contractor and builder, president of Pacific Building Co., office in Apt. 4, Riverside Apartments, 1227 Riverside, Residence the same. (Davis was first listed in Polk in 1901, but an advertisement under Contractors and Builders listed him with an office at 821 Sprague in November 1900.) In 1903, Polk also lists eight apartment buildings in the classified section: “Blalock Block, Chemical Block, Felix Bock, The Lindelle, Metropole Apts, Montvale Block, Riverside Apts, and The Victor.”

Mr. Davis was reportedly having some difficulty with his wife Lizzie during this time. According to an article in *The Spokesman-Review* of October 11, 1903, “Lizzie Davis Sues for Divorce From O.J. Davis.” She was requesting \$150 per month alimony.

Lizzie Davis took the preliminary steps in the superior court this morning to secure a legal separation from her drawing in the matrimonial lottery. She alleges in the complaint that she and O. J. Davis were married at San Francisco, January 8, 1893, and that one child has been born to them. That the defendant has been guilty of extreme cruelty and has heaped personal indignities upon her until she can stand no more.

That he has outraged her feeling and caused her intense suffering by charging her with unchastity and infidelity without cause. That defendant manifests no love for her and quarrels with her without provocation

She alleges that the defendant is a building contractor and has property which has been accumulated since their marriage and that his income is about \$500 per month. She asks that he be decreed to pay \$150 per month for the support of herself and child and \$1000 for suit expenses.

Apparently, the separation requested by Mrs. Davis was worthy of a follow-up article in *The Spokesman-Review*. On October 15, 1903, “Divorce Suit Begun” chronicles the next step in the

proceedings. Judge Kennan directed Mr. Davis to pay \$100 per month alimony and \$75 attorney fees.

Incident to the suit Mrs. Davis is demanding custody of the little boy, their only child. She alleges that the boy has told her that his father has on several occasions taken him into saloons in this city. For that reason, she says, the father is not a fit person to have the custody of the child. Mrs. Davis says her husband's income is about \$500 per month. He owns an apartment house at 1227 Riverside avenue.

Like Davis, Martin Woldson (the future owner of the Riverside Apartments and builder of the Edwidge Apartments) was facing some personal relationship issues in the courts in 1905. A March 18, 1905 article in the *Spokane Chronicle*, **"Don't Agree on Wedding Date,"** reported a divorce case of a couple married in Missoula, Mont. The husband, Andrew Larson disputed the date of marriage and also "... alleges that the plaintiff (his wife) did, on the 7th of August 1904, at the Pacific hotel, in Spokane, commit adultery with one Martin Woldson without the knowledge and consent of the defendant."

The Woldson adventures continued and were again reported on May 27, 1905. **"WRECKING TWO HOMES" "That Is the Crime With Which Woldson Is Charged."**

Martin Woldson must be a gay Lothario, judging from two suits which have been filed against him in the superior court. One was filed yesterday by Andrew Larson, who wanted \$25,000 from Woldson for the alienation of his wife's affection, and today another suit was filed by Adolph E. Hanson, who has the same kind of grievance against Woldson.

The Hanson complaint alleges that on July 15, 1904, Woldson enticed Annie K. Hanson, wife of the plaintiff, to accompany him to dinner at a restaurant, and that while there he gave her a glass of beer into which he had put a drug. It was further alleged that while she was in a stupor, caused by the drug, Woldson took her to a lodging house where he kept her with him for three days. Following this, according to the complaint, he continued his attentions on her until he had alienated her affections from her husband. Hanson asks for damages in the sum of \$50,000.

On order of Judge Huneke the suit was transferred to the federal court, the plaintiff being a resident of Washington and defendant of Montana.

In December 1905, also reported in the *Spokane Daily Chronicle*, **"HANSON WOULDN'T FACE THE MUSIC," "Man Who Claimed Fifty Thousand Dollars From Wealthy Martin Woldson Vanished Before Trial Begins."** Apparently, Mr. Hanson was suing Mr. Woldson of Helena, Montana. "Martin Woldson, the well known railroad contractor, will not have to face a judge and jury in the federal court and defend himself in a suit for a fortune." Mr. Hanson was suing for \$50,000 for the alienation of his wife's affections and claimed that Woldson "enticed Annie K. Hanson into Davenport's restaurant and there gave her a glass of beer which had been drugged. The woman, it was claimed, was then taken to the New Jersey house. She was detained, it is claimed, for several days, her husband knowing nothing of her whereabouts. Apparently, Hanson disappeared and did not show up for trial. The case was dismissed, depriving Spokane, as one observer stated it, "...it would have been one of the most sensational ever tried in this city."

The Larson alienation case moved slowly through the courts. A May 22, 1907 article in the *Spokane Chronicle* reported: **"CASE MOVED SLOWLY."** The Larson alienation of case against Woldson had been initiated two years ago.

The suit of Andrew Larson against Martin Woldson for damages for alienating his wife's affections is progressing slowly in the United States court. The case was ordered continued on account of a deposition for the clerk of the Pacific hotel being incorrectly made out and the court imposed terms on the prosecution which the prosecution was unable to pay, so the hearing was resumed. But one witness was heard this morning, this being Mrs. Anna K. Hansen. Several witnesses are still to be heard and the case can hardly be finished before tomorrow.

The suit was finally resolved on May 27, 1907. According to the *Spokane Chronicle*, "The jury in the suit of Andrew Larson against Martin Woldson for the alienation of his wife's affections to \$30,000 returned a verdict giving the plaintiff \$9125 damages. The case has dragged over four days and testimony has been to show that Woldson had debauched Mrs. Larson and taken away from her husband."

In 1905 there were 19 apartment buildings listed in Polk, including for the first time, the San Marco, Ammann, Buena Vista, and Vallamont. The Riverside Apartments at 1227 Riverside, also called the "Honeymoon Flats" in a *Spokane Chronicle* article of July 17, 1905, ran into problems with the board of public works:

"HONEYMOON FLATS MUST STOP SMOKING"

The board of public works this morning served notice on O. J. Davis, owner of the apartment house at 1227 Riverside avenue, commonly known as Honeymoon flats, that he must vacate the premises or comply with an order of the board requiring him to raise the main chimney or smokestack on the property.

Many complaints have been made to the board of the nuisance caused by the present low smokestack. The occupants of the San Marco, which adjoins Davis premises, have been especially annoyed.

It is stated at the city hall today that Davis has paid no heed to notices served by city officials. Complaints have been filed at the health office against Davis, claiming that a cesspool on his property is a menace to health. Notices from the health department to connect with the sewer and abate the alleged nuisance have been disregarded.

Martin Woldson purchased by Warranty Deed, the Riverside apartments from Davis for the sum of \$20,000 on April 30, 1908.

Ole Davis was last listed in Polk in 1908. Martin Woldson, of Caughren & Woldson, was first listed in 1909 with residence at the Halladay. Woldson's romance troubles continued in a matrimonial bout with the courts when he was sued for breach of promise. *The Spokesman-Review* reported on June 17, 1909:

"WOMAN SUES SPOKANE MAN"

"Demands \$25,000 for Alleged Breach of Promise."

Edwidge Milot of Helena has brought a \$25,000 breach of promise suit against Martin Woldson of Spokane in the district court here.

She avers that he first asked her to marry him in 1905 and that the date of the wedding was set, but that he has postponed it time and again until now the plaintiff avers he does not intend to marry her.

The 1910 Census of the United States enumerated the "30-year old" Martin Woldson residing at 1628 Ninth Avenue with his 25-year old bride, Edwidge, and one-month old daughter, Myrtle. Apparently, the breach of promise suit precipitated a marriage and spawned a daughter. [Note that the 1940 Census listed Martin as 75 years old with a birth date of 1864, which is correct. Thus, he should have been 45 years old in 1910, several years older than his wife.]

The 1910 Polk Directory listed 97 apartment buildings, but the Riverside, Edwidge and Myrtle were not listed; nor were they listed in 1911 and 1912.

The 1910 Sanborn Insurance Map depicted the apartment building at 1227 West Riverside as two stories and wood frame.

On April 26, 1912, *The Spokesman-Review* reported that "**Martin Woldson Spends \$15,000 on Apartment House.**"

"Martin Woldson to Replace Structure Burned at 1227 Riverside Avenue."

Martin Woldson, the railroad contractor, has awarded to Charles Jasper a contract for rebuilding the apartment house at 1227 Riverside avenue, recently gutted by fire. It will be converted from a frame into a brick building by replacing the exterior frame walls with brick. One additional story will also be placed on the building. The plans were filed with the city inspector's office yesterday and a permit will be issued today for the work which is estimated to cost \$15,000.

Two days later on April 28th, *The Spokesman-Review* published the following article: "**TREES FOR RIVERSIDE – PARKING STRIPS WEST OF MONROE TO BLOOM.**"

"Park Board Will Plan Seven Blocks With Grass, Trees and Foliage Plants."

Work will shortly be commenced by the park board in planting with trees and shrubs the parking strip on West Riverside avenue from Monroe street in front of the Spokane club to the intersection of Second avenue and Cedar street. The strip runs the length of practically seven blocks.

With the improvement of that portion of the avenue by paving a generous parking strip was left in the middle of the avenue between streets. The original plans called for the sowing of these with grass and setting out of shrubs along the entire stretch.

For several months the strips have contained nothing but unsightly gravel just as they were left by the contractors. Recently, however, property owners have urged the park board to complete the work. ...

We will probably set out European lindens at regular intervals along the strip, as they appear to be the most suitable for that location."

Thus, the boulevard strip just out the front door of the Edwidge would become green and a park strip would grace the neighborhood.

On July 22, 1912, Martin Woldson took out a permit for a water meter, connected in the basement, for a 16-unit apartment building.

The "Edgewidge" [sic] was first listed in the classified section of the Polk Directory under apartments in 1913, and the Myrtle was first listed in 1914. 1916-1920, Woldson, Martin (Edwidge) was listed at S. 903 Adams Street as "v-pres. of the Scandinavian-Am Bank, pres. Gen. Const. Co. rr contr., 444 Peyton Bldg."

On January 22, 1919, Martin Woldson deeded several parcels to Edwidge Woldson. Among those parcels were Lot 5 (northern half) Block 27 (Edwidge Apartments) and Lot 7 in Block 26 (Myrtle Apartments).

An advertisement for ELECTRO-KOLD electric refrigerators in the September 27, 1927 edition of The Spokesman-Review announced that Mr. Martin Woldson, owner, and The Old National Bank and Union Trust Company, agents for the Myrtle Apartments, the Nygreen Apartments, and the Edwidge Apartments selected ELECTRO-KOLD to furnish their apartments.

On May 26, 1939, a TRUST AGREEMENT was executed between Martin Woldson and Edwidge L. Woldson, husband and wife, in favor of Myrtle Woldson and Frances Woldson. Upon the death of Martin Woldson as trustee, the Seattle-First National Bank would become the successor trustee. This agreement applied to two specifically listed properties, the Idaho Block and the Breslin Apartments; as well as "other property which may be added as hereinafter provided, and all of which shall be known as the Trust Estate."

The Spokesman-Review would report on July 8, 1958:

"Contractor M. Woldson Dies at 94"

Martin Woldson, 94, at 526 Sumner, pioneer Spokane resident and building contractor, died Sunday at his home.

A native of Norway, Mr. Woldson immigrated to the United States and was a citizen for 73 years. He was active in railroad construction and was one of the first contractors for the Great Northern when lines were built through northern Idaho. Mr. Woldson was a close friend of Jim Hill, a GN president.

Prior to moving to Spokane Mr. Woldson built rail lines from Billings, Mont. to Canada. His property holdings in Spokane were large. He was president of the Golden Age breweries from 1933 to 1940 and had interest in the Breslin, Edwidge, Nygren and Myrtle apartments. The contracting firm he headed built the Lewiston hill highway.

Many Business Interests

Mr. Woldson was associated with the Idaho Lakeview mines, Fern Gold mines in Alaska, and was a major stockholder in the Roundup Grocery company. He owned business property in Hillyard and an interest in an oil well near Cutbank, Mont.

Mr. Woldson was a member of St. Augustine's Catholic church, the Early Birds club, Kiwanis and Transportation clubs and the Spokane club. Survivors include the widow, Weldwidge [sic], at the home; two daughters, Myrtle E. at the home, and Mrs. Kenneth M. Howser, Spokane, and two grandsons.

The Spokane Daily Chronicle, on February 4, 1966 reported: "Mrs. E. L. Woldson Is Taken by Death."

"Mrs. Edwidge L. Woldson, widow of Spokane railroad contractor and capitalist, Martin Woldson, died today at a Spokane hospital where she had been a patient 10 months.

Born in Montana March 13, 1886, she had lived in Spokane 55 years.

The daughter of the pioneer Milot family of Deer Lodge, Mont., she was many years younger than her husband, who died here in 1958 at the age of 94. He was building railroads through Montana when they met and married. Subsequently, he established his headquarters in Spokane and they built the home at W526 Sumner, still a show place.

The Woldsons had widespread business and property interests and she continued for a number of years in the active management of family affairs. Among their holds were numerous apartment houses and downtown business properties in mining, oil and power companies.

She was a member of St. Augustine's Catholic Parish, the Early Birds Club, Spokane Country Club, Spokane Club, Manito Golf and Country Club, St. Monica Guild and the English Speaking Union.

Among survivors are a daughter, Myrtle W. Woldson, at the home, grandsons Martin W. And Kenneth M. Howser Jr. both Spokane; two sisters ---etc.

[Martin Woldson, born 7/1/1864 in Christiana, Norway – arrived in US in 1882; was naturalized as a US citizen 2/24/1919; died 7/6/1958; Holy Cross Cemetery]

According to city of Spokane building permit records, E. Woldson (a trust administered by Myrtle) owned the building until the mid-1990s at which time Wells and Company purchased and managed the Edwidge (and Myrtle).

The property is currently owned by C&I Properties, LLC and was conveyed by quit claim deed on 1/10/2017 and Warranty Deed on 4/29/19.

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--. “WRECKING TWO HOMES.” 5/27/1905. p11:4.

--. “HONEYMOON FLATS MUST STOP SMOKING. 7/17/1905. p2:4.

--. “HANSON WOULDN’T FACE THE MUSIC.” 12/4/1905. p1:4-6.

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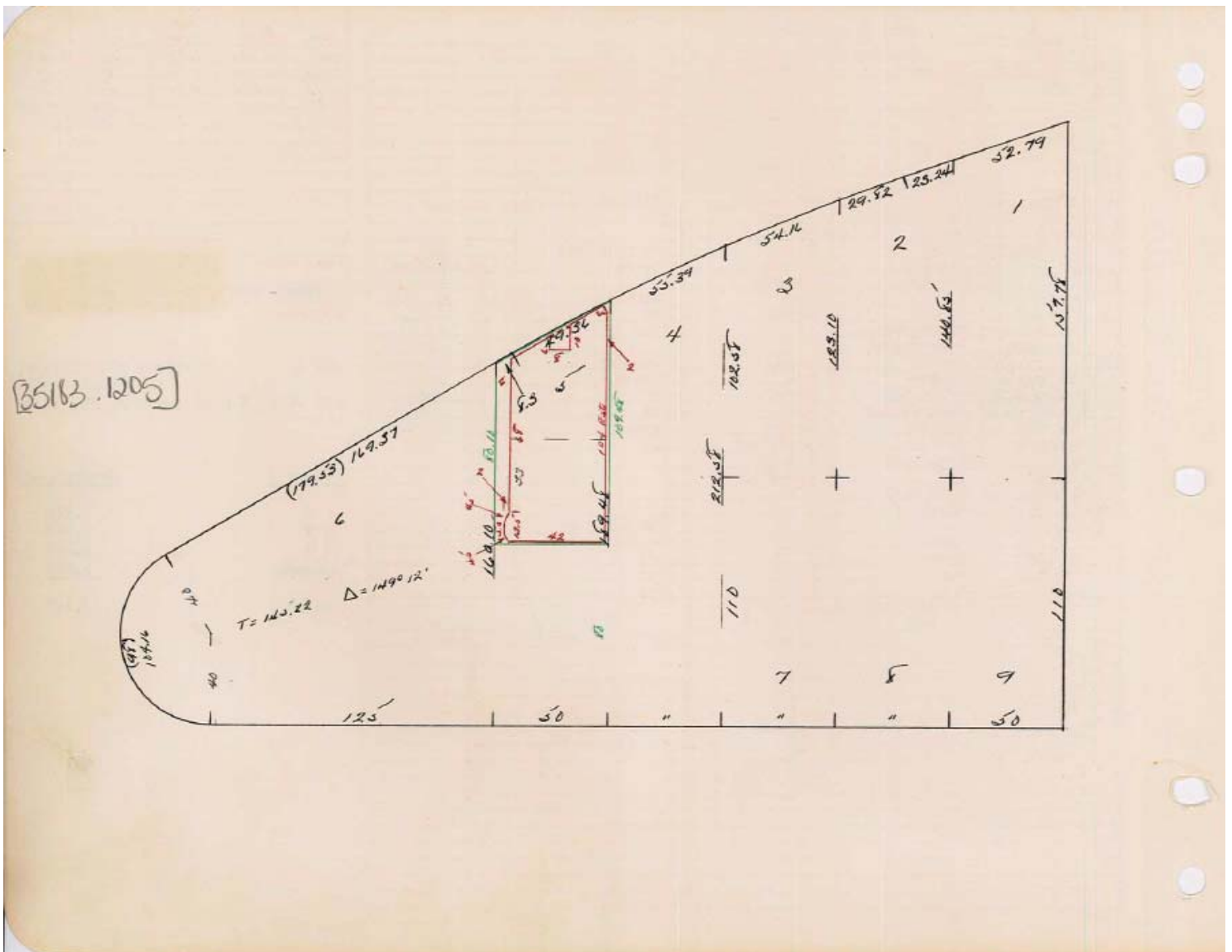
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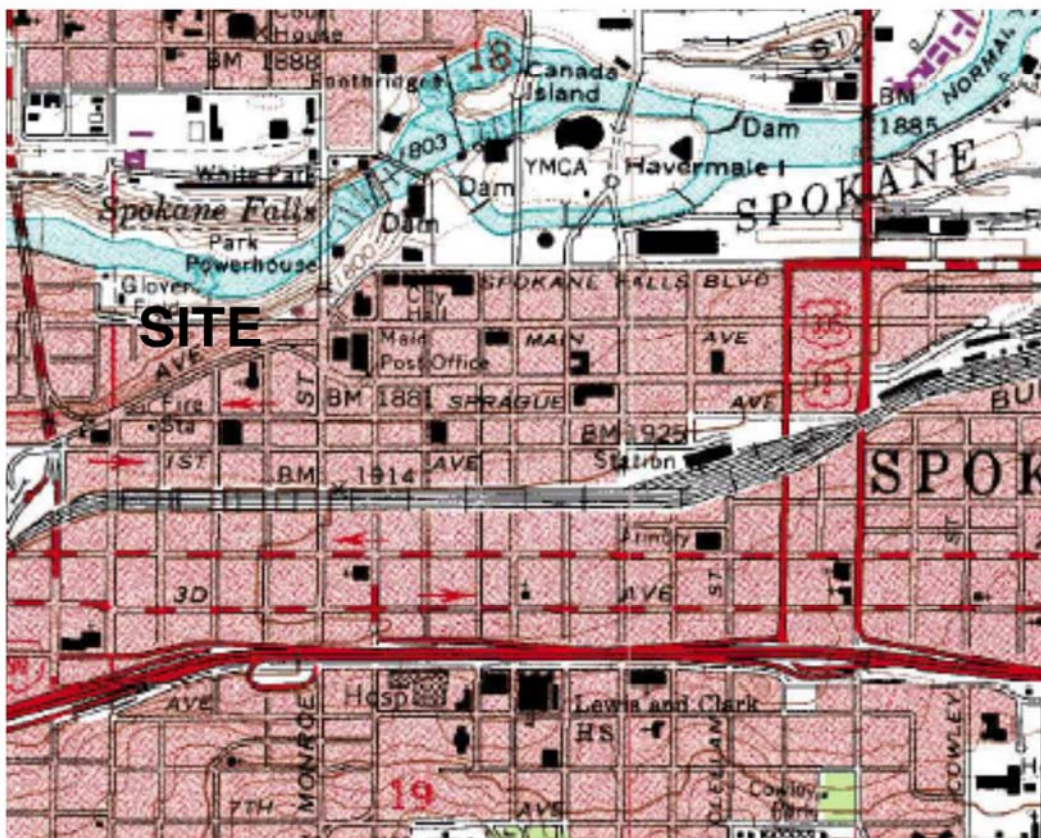
MAPS, GRAPHICS, AND PHOTOS



P. 1294

<u>Floor</u>	<u>Square Feet</u>
3	3,925
2	3,925
1	3,925
Basement	<u>3,990</u>
Total	15,765

Assessor's Field File, ca. 1999



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

EDWIDGE APARTMENTS
1227 WEST RIVERSIDE AVENUE

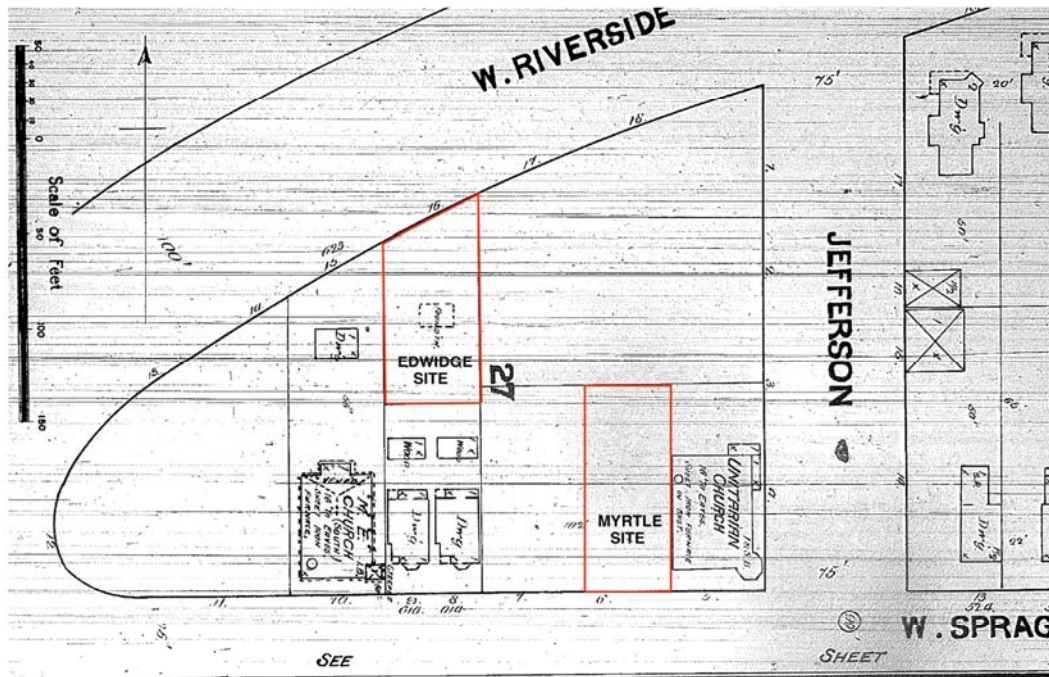
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1' = 2000'



Spokane City Map – November 2019 Download

EDWIDGE APARTMENTS
1227 WEST RIVERSIDE AVENUE

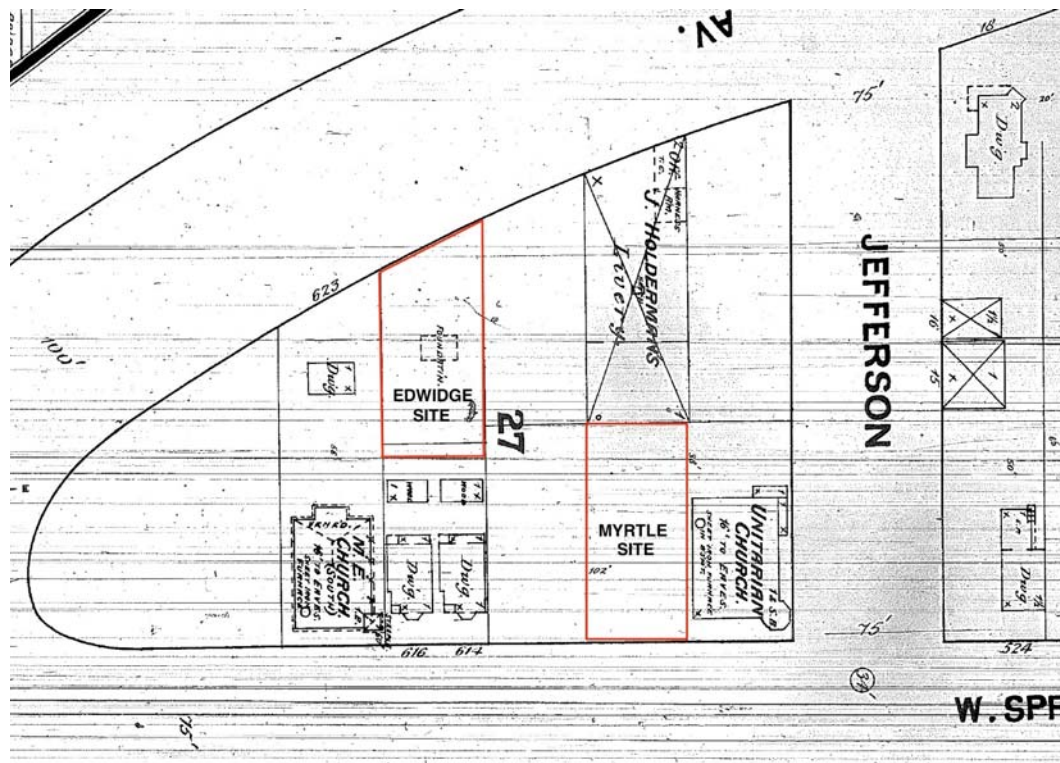
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Sanborn Insurance Map –1889– page 10

**1227 WEST RIVERSIDE-EDWIDGE
1889 SANBORN MAP**

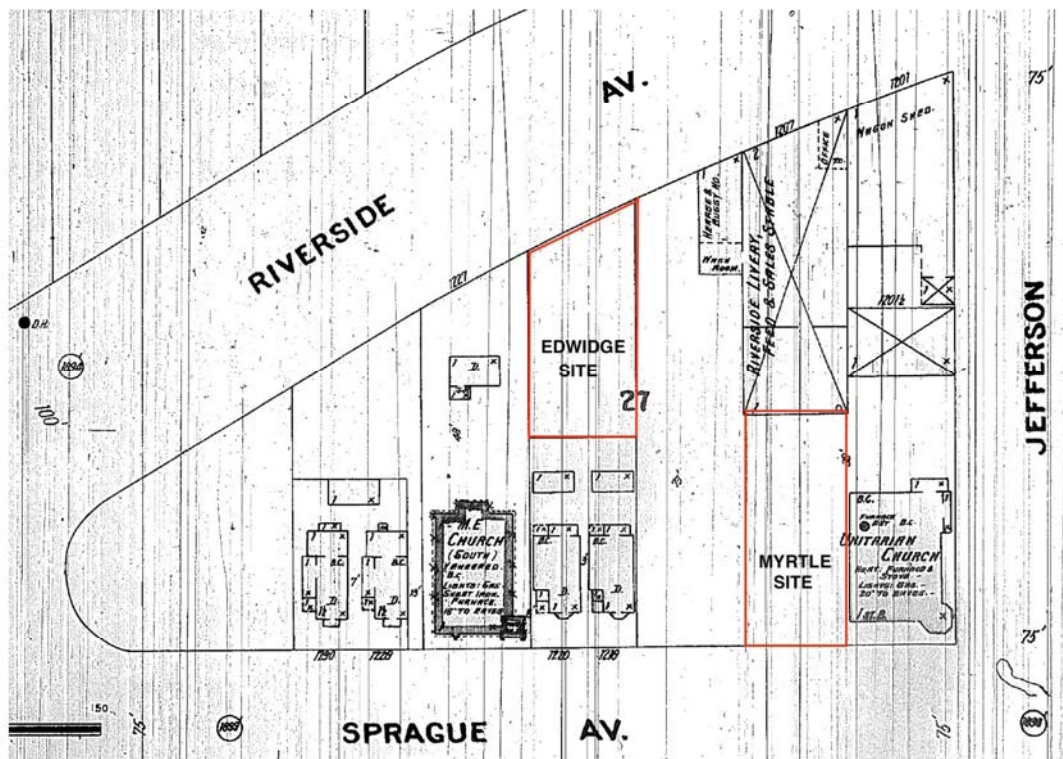
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Sanborn Insurance Map –1890– page 12

1227 WEST RIVERSIDE-EDWIDGE
1890 SANBORN MAP

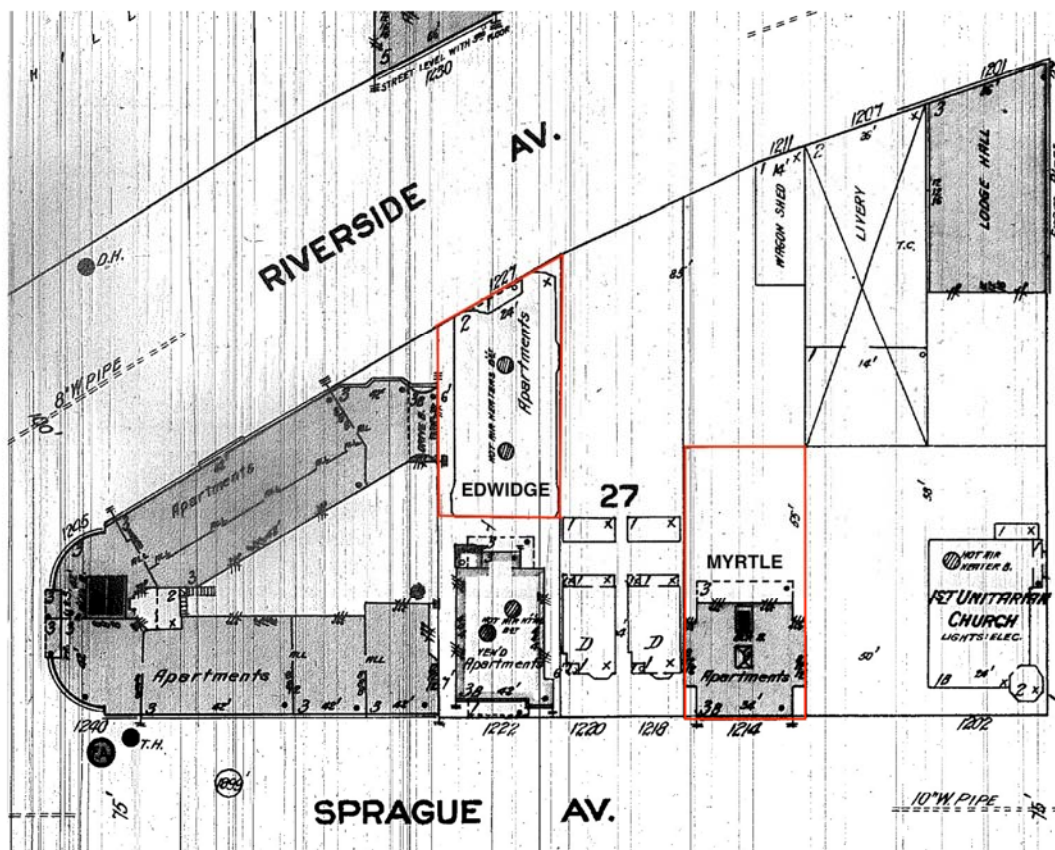
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Sanborn Insurance Map -1902- page 17

1227 WEST RIVERSIDE-EDWIDGE
1902 SANBORN MAP

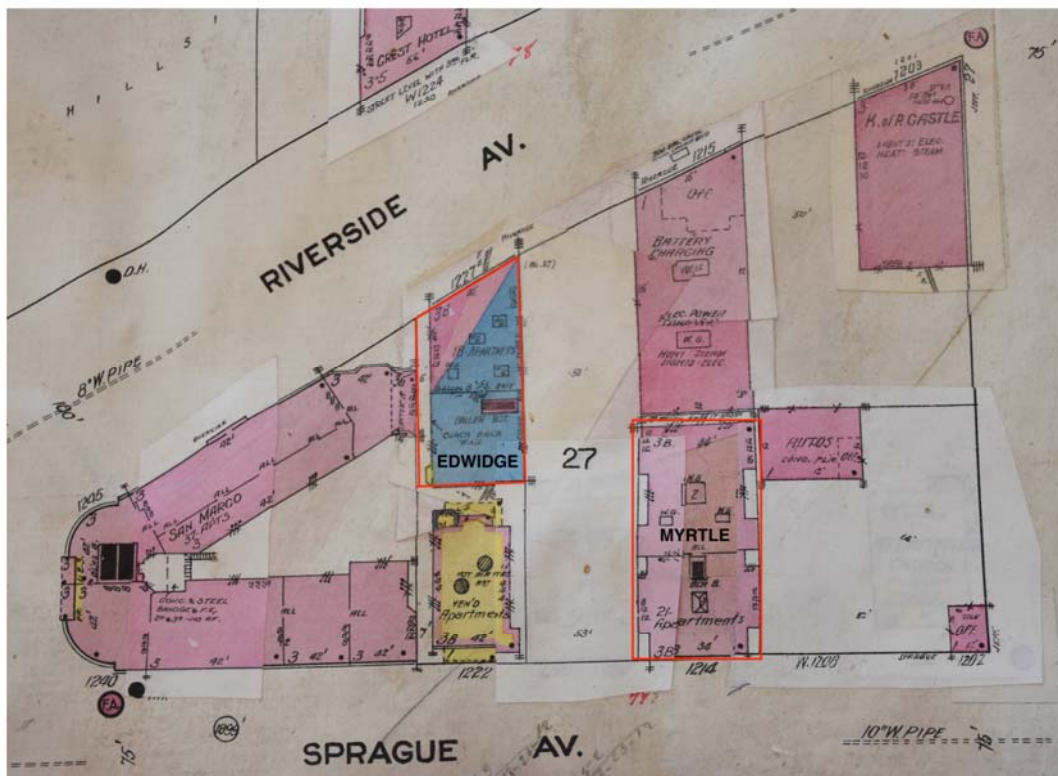
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Sanborn Insurance Map -1910- page 280

**1227 WEST RIVERSIDE-EDWIDGE
1910 SANBORN MAP**

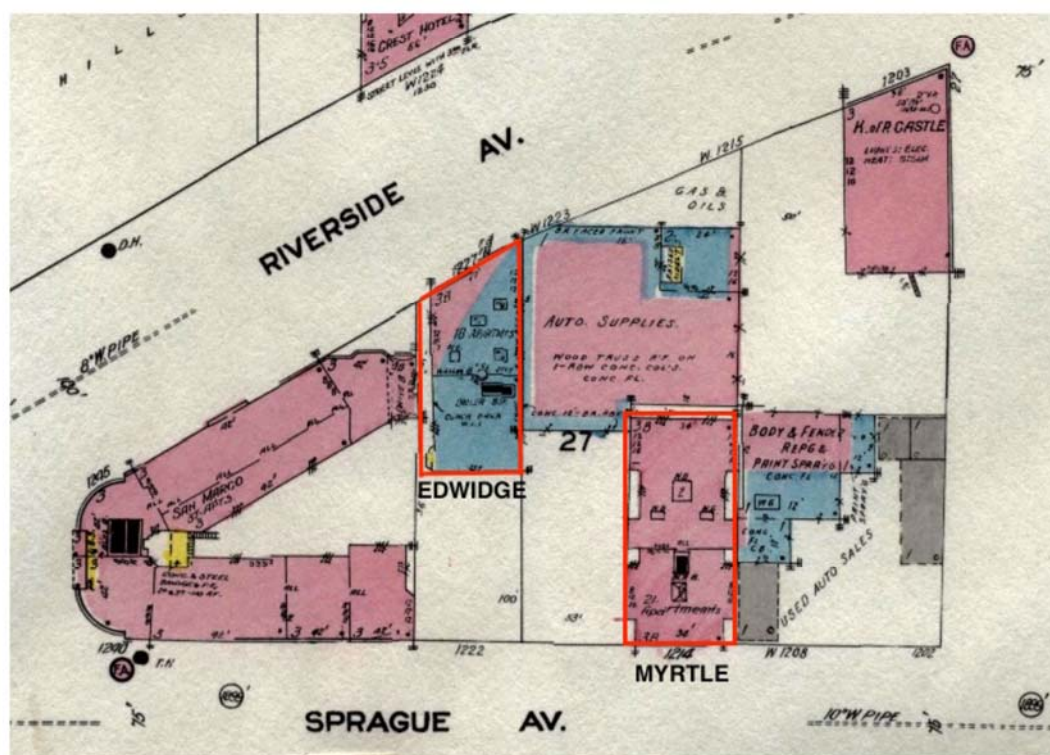
N
1" = 100'



Sanborn Insurance Map –1928– page 280

**1227 WEST RIVERSIDE-EDWIDGE
1928 SANBORN MAP**

N
1' = 100'



Sanborn Insurance Map –1958– page 280

**1227 RIVERSIDE AVENUE-EDWIDGE
1958 SANBORN MAP**

N
1' = 100'



1. Context along Riverside Avenue, looking west
2.



2. Northeast corner, east and north facades, looking west



3. Front (north) facade, looking south



4. Northwest Corner, north and west facades, looking southeast



5. Context along Riverside Avenue, looking east



6. Southeast corner, looking northwest



7. Southwest corner, San Marco to west



8. The tower in southwest corner



9. West facade-southern section, looking north along walkway



10. West facade, looking up at southern section

11. West facade-northern section,
looking south along walkway



12. West facade-northern section, basement
and first floor windows

13. West facade-north section, first,
second, third floor windows



14. Northwest corner detail



14. West facade-north section, third floor windows and entablature



16. Front facade center bay alcoves

17. Front facade, main entry



18. Front entry alcove, door and sidelights



19. Northeast corner, cornice detail



Agenda Sheet for City Council Meeting of:
04/13/2020

Date Rec'd	2/25/2020
Clerk's File #	OPR 2020-0375
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0470- WELLS CHEVROLET SHOWROOM BUILDING - NOMINATION TO THE SRHP

Agenda Wording

Recommendation to list the Wells Chevrolet Showroom Building, 1229 West First Avenue, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. Wells Chevrolet Showroom Building has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

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

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

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	DUVALL, MEGAN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	sbishop@spokanecity.org
	lcamporeale@spokanecity.org
	mduvall@spokanecity.org
	jchurchill@spokanecity.org

Additional Approvals

Purchasing



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Wells Chevrolet Showroom Building – 1229 W First Avenue

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Originally built in 1913 as a one story auto dealership and completed in 1926 when a second story was added; the Wells Chevrolet Building meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- The Wells Chevrolet Building is significant under Spokane Register of Historic Places **Category A** in the Commerce and Transportation Areas of Significance for its association with the evolution of the automobile and automobile-related business in Spokane. It is a contributing resource in the West Downtown Historic Transportation Corridor National Register Historic District.
- As a showroom and service facility for the sale of Chevrolet automobiles, Wells Chevrolet still retains many features that relate to it's past automobile-related use.
- The building is also significant under **Category C** as a well-detailed brick commercial building that was built for the sales and service of automobiles. Originally designed by architect C. Ferris White for the 1913 building and Arthur Cowley for the 1926 second floor addition.
- Although altered slightly over the years, the building continues to retain its essential character and place in the continuum of the automobile commerce of the downtown. Uniquely, the Wells complex— showroom (the subject of this nomination) and service building [currently on the Spokane Register of Historic Places] occupy a full block and the alley creating a unified street front on Adams.

3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."

- The Wells Chevrolet Showroom Building retains very good architectural integrity in original location, design, materials, workmanship, and association. The building has had some changes to the original 1913 first story with a newer storefront and additional modifications along the Adams Street side, but the second floor is virtually intact including the steel sash windows.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Wells Chevrolet Showroom Building according to the appropriate criteria at a public hearing on 2/19/20 and recommends that the Wells Chevrolet Showroom Building be listed on the Spokane Register of Historic Places.

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

**LOT 1, BLOCK 20, RAILROAD ADDITION TO SPOKANE, AS PER PLAT RECORDED
IN VOLUME "D" OF PLATS, PAGE 82, RECORDS OF SPOKANE COUNTY; SITUATE
IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.**

Parcel Number(s) 35192.1301, is governed by a Management Agreement between the City of Spokane and the Owner(s), LOLO Lofts, LLC/Trent Holdings, LLC, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: 2/3/20

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **February 2020**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **LOLO Lofts, LLC/Trent Holdings, LLC** (hereinafter "Owner(s)"), the owner of the property located at **1229 West 1st Avenue, Spokane, WA 99201** commonly known as the **Wells Chevrolet Showroom** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

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

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

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

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

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

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

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

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

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

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



Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

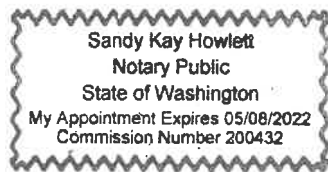
Approved as to form:

Assistant City Attorney

STATE OF _____)
County of _____) ss.

On this 5th day of March, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Jordan Tampien, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 5th day of March, 2020.



Sandy Howlett
Notary Public in and for the State
of Washington, residing at 4215 E. 11th
My commission expires May 8, 2022

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

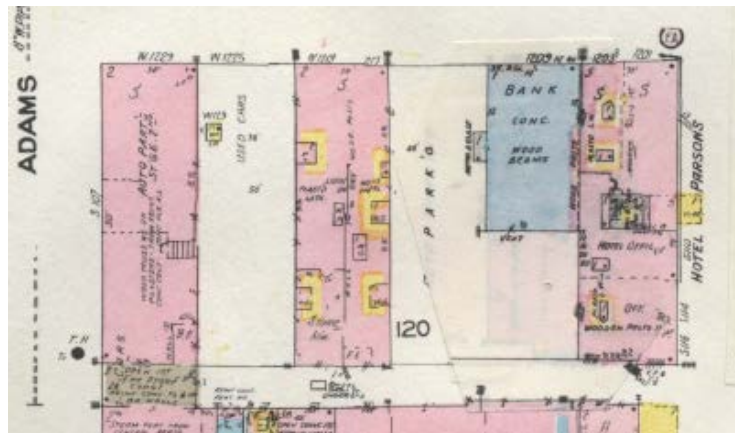
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity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

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



WELLS CHEVROLET SHOWROOM

1229 WEST FIRST AVENUE



SPOKANE REGISTER NOMINATION

1/27/2020

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Wells Chevrolet Showroom
And/Or Common Name: Wells Chevrolet

2. Location

Street & Number: 1229 West First Avenue
City, State, Zip Code: Spokane, WA 99201
Parcel Number: 35192.1301

3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input checked="" type="checkbox"/> work in progress	<input checked="" type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

4. Owner of Property

Name: Lolo Lofts LLC/Trent Holdings LLC (Jordan Tampien, partner)
Street & Number: 1750 E. Trent, Spokane, WA
City, State, Zip Code: Spokane, WA 99202
Telephone Number/E-mail: 509-499-2231/jordan@4degrees.com

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: West Downtown Historic Transportation District, National Register Nomination
Date: 2-18-1997 Federal ☒ State County Local
Depository for Survey Records Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☐ excellent
☒ good
☐ fair
☐ deteriorated
☐ ruins
☐ unexposed

Check One

- ☐ unaltered
☒ altered

Check One

- ☒ original site
☐ moved & date _____

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

8. Spokane Register Criteria and Statement of Significance

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

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

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: less than 1
Verbal Boundary Description: RAILROAD ADD L1 B20
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Jim Kolva
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1
Telephone Number: 509-458-5517
E-mail Address: jim@jimkolvaassociates.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

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

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Description -Summary

The two-story brick commercial building is on the southeast corner of Adams Street and First Avenue in the west end of downtown Spokane. A former Chevrolet showroom, it is a contributing resource to the West Downtown Transportation Corridor National Register District. Originally built in 1913 as a one-story building with the second story added in 1926, the 50' x 155' building retains its basic form and rhythm with primary facades facing north (front) and west. The building fronts along First Avenue with three bays, and along Adams Street with ten bays on the first floor, and eleven window bays on the second floor. The front facade is symmetrical with a centered entry bay flanked by shop front bays on the first floor and multi-light industrial steel sash on the second. A parapet with a truncated pediment terminates the front facade. The west, or Adams Street first floor facade, indicates the building's functional divisions: showroom on the north four bays; offices behind the two steel sash bays; and shop and automobile parking on the southern half containing a vehicular entrance and three window bays (covered by plywood but likely storefront with transoms). Square brick pilasters divide the second floor window bays. Operable steel sash windows in several configurations are within the second floor openings. Decorative brick pattern and terra cotta insets similar to the front facade provide detailing.

DESCRIPTION OF PROPERTY - CURRENT CONDITION AND APPEARANCE

The ground floor consists of the former showroom in the front, remodeled in the early 2000s for a local entertainment company, and indoor vehicle parking and service area in the rear. The former showroom consists of an open office lobby with several office suites as well as a kitchen and restrooms. A water hydraulic freight elevator runs between the first and second floors. The second floor is mostly open with brick walls, concrete floor, and exposed wood trusses. The elevator is in the southeast corner and an office area is on the north end.

Located in the West End downtown Spokane business district, the building is at the southeast corner of First Avenue and Adams Street, 1229 West First Avenue, Lot 1, block 20 of the Railroad Addition. The Wells Chevrolet Showroom is two stories in height and has a frontage of 50 feet on First Avenue, the front facade; and a frontage (depth) of 155 feet along Adams Street. Railroad Alley forms the southern boundary, and a parking lot is along the east side. The building covers the entire 7,797 square foot site. The facade is essentially unaltered from original construction in 1926.

The red-colored brick building, in Flemish bond, rests on a concrete foundation and slab that are faced by the brick walls. The front facade is divided into three sections along First Avenue and includes a single commercial bay with centered double-door entry and flanking storefronts, each divided into four sections. Low bulkhead walls, inset from the slightly projecting corner piers and the square pilasters flanking the main entry, support each of the storefronts. The wood frames rest on brick headers, aligned vertically with a slight outward slope to facilitate drainage. Narrow metal muntins divide the two shopfront bays into four sections, and the transom windows into two sections. Wood moldings frame the bays and separate the shopfront and transom windows.

Six-inch terracotta tiles clad the entry threshold with the double wood frame glass panel doors set into the opening about eight inches. Brass kickplates, push plates and hardware detail the door frames. Above the doors is a narrow door head with a double transom window above. Both window sections are fixed, with the glass in the lower opening divided into two sections by an internal wood mullion, and the upper opening is a single panel. "W1229" is painted in white letters on the glass of the lower transom.

Spanning the facade between the two corner piers is a brick soldier course that forms the window and door heads near the top of the first floor. This course projects slightly from the brick field of the second story to form the bottom of a recessed brick panel that extends from corner to corner. At each end, inside the corner piers, is a course of twelve vertically stacked brick stretchers. A

single course of brick soldiers forms the top of the frame. Within the recessed second floor panel are twelve brick courses in Flemish bond. Above the framed panel and in the same plane is a flat brick field in which are set three equally-spaced window bays. The bays are framed top and bottom by brick soldier courses, and sides by stacked brick stretchers. Each of the corners is marked by flat eight-inch white terracotta tiles. The middle bay contains a single industrial steel sash window with pivoting four-by-two light middle section (top swings out) within a six-by-four-light window. The flanking bays contain double four-by-four light windows with the four-by-two-light pivoting sections. Above each of the window openings are decorative patterns of brick and terracotta tiles. Over the center bay is a diamond frame of brick headers within which is a white terracotta panel with raised quatrefoil. Over the flanking bays is a brick course that corresponds and matches the pattern of the window heads with the addition of a smaller brick diamond frame with twelve-inch flat white terracotta inset. The wall terminates in a parapet with a truncated pediment capped with a concrete-stucco clad brick coping. Likewise, the tops of the corner piers are brick clad with concrete-stucco. The top of the gable is capped with painted sheet metal. The built-up felt and tar roof is a trapezoidal barrel which rises slightly above the tops of the parapet walls but is not visible from ground level.

West Facade

The west facade, along Adams Street, is asymmetrical and divided into ten unequally-sized bays separated by flat brick pilasters that extend above the concrete coping of the parapet wall. The first floor showroom-office section (north half) contains three storefront bays (bays 1, 2 and 3), a double door entry with double horizontally stacked transom windows above (bay 4), and two steel sash office bays (bays 5 and 6). The steel sash consists of four three-by-three sash units (upper two rows pivot, bottom row fixed) one stacked over one with a vertical steel mullion joining the side-by-side units.

The shop/service section on the south half contains a solid wood slab pedestrian door with transom covered by plywood, roll-up shop door within a single bay and three window bays (bay 7), one narrow (bay 8) and two wide openings (bays 9 and 10) that are covered with plywood. The shop door is wood and glass panel, eight by seven, with three rows of painted glass panels in the middle. All eleven second floor bays are either paired or single industrial steel sash, similar to the front facade. The framing of the window openings with brick courses and terra cotta insets is the same as the front facade. The ten pilasters, accenting the corners and dividing the bays, extend above the concrete parapet cap about twelve-inches and, as square piers are, likewise, capped with concrete.

From front (north) to rear (south) bays 1 and 2 are identical with double steel sash windows, four-by-four-light with a four-by-two center pivot section. Bay 3 is narrow with a single window four-by-four-light window, also with a center pivot section (as do all the sash). Bays 4 and 5 within a single field between two pilasters and contain two window openings, each with a six-by-four-light configuration. Bay 6 is narrow, but with a six-by-four-light sash. Bays 7 and 8 are also within a single field and configured identically to bays 4 and 5 with six-by-four-light sash. Bay 9 is identical to bay 6 with a six-by-four-light sash. Bays 10 and 11 are identical with double four-by-four steel sash sections.

South Facade

Along the alley, which is spanned by an enclosed second-story brick bridge that joins it to the former Wells Chevrolet Service Building to the south, are two plywood-covered window bays, a centered bricked in entry alcove, and a single at-grade loading bay also covered with plywood. The second story is covered by the alley bridge, with only the parapet wall exposed. Note: The alley bridge is not included in this nomination. It is under another ownership and is part of the former Wells Chevrolet Service building that was listed on the Spokane Register of Historic Places (SRHP) in 1998.

East Facade

The east facade, except for four window bays on mid-section of the first and second floor levels, and a single door opening on the first floor, is blank brick (all openings are covered with plywood). A twelve-inch concrete band at the juncture of the first and second floors extends from the north east to the southeast corner.

Floor Plan

The ground floor consists of the former showroom in the front, remodeled in the early 2000s for a local entertainment company, and a vehicle parking and service area in the rear. The former showroom extended southward to the pedestrian door/garage door in bay 7. The garage area occupies the remainder of the building. The former showroom consists of an open office lobby with several office suites along the east and south walls. A reception area is in the northwest corner with office cubicles extending to the south in the mid to western section of the floor. In the southeast corner are a kitchen and restrooms over which is the original office mezzanine. The mezzanine consists of an open office area. Four small windows are in the east wall. The floor is carpet over either terrazzo or terra cotta tiles, the walls are a combination of plaster over brick and sheetrock, and the ceilings include plaster over concrete, sheetrock, and acoustical tile panels.

The garage area is open with an electric freight elevator (originally water hydraulic) in the southeast corner and an enclosed stairway in the northeast corner that runs between the first and second floors. The floor and ceiling are concrete and the walls are brick.

The second floor is mostly open with brick walls, concrete floor, and exposed wood trusses. The elevator is in the southeast corner, the open stairway in the east mid-section, and a display area is on the north end. Adjacent to the north side of the stairwell and next to the east wall is an elevated plywood toilet and a shower. A metal wall separates the display area with checkerboard linoleum floor from the rest of the floor. This area is essentially the same as depicted in a 1926 Libby photograph.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Wells Chevrolet Showroom, originally constructed in 1913, was built as a one-story auto dealership and was modified in 1926 to add a second story. C. Ferris White designed the 1913 building for owner John McDevitt and lessee Harry L. Olive, as an automobile dealership. Libby photos from 1920 and 1921 show the one-story brick building occupied by the Willys-Overland Pacific Company in 1920 and Harry L. Olive Oldsmobile in 1921. The first floor of the front facade as shown in a 1921 photograph is essentially the same as currently exists. The window and door openings are unchanged, but the sash divisions on the storefronts and the transoms are divided differently. In both the 1921 photo of the one-story building and the 1926 photo of the two-story Wells building, the showroom windows are divided into two sections, the overhead transoms into six sections. The doors are double, wood-frame, full glass-panel with a double transom windows overhead. The bottom transom window is divided into two sections and the top window is divided into three sections.

The existing second floor of the front facade is nearly the same as the original shown in the 1926 photograph. The only difference is that the top of the parapet wall is capped with a sheet metal rather than concrete-stucco.

The west facade, fronting along Adams Street and extending between First Avenue and Railroad Alley was altered in the 1950s. The first story was changed, but the second story is unaltered from original construction in 1926. Ten ground floor bays transition from storefront display windows of the front showroom to multi-light steel sash, to a roll up shop door to three bays that have been boarded over. The eleven second floor bays are as originally constructed. A 1920 photograph shows the northwest corner of the one-story building. In that photograph the northerly two bays (Bays 1 and 2) on the first floor were retained in the 1926 rebuild and are

essentially the same as exist today. The window openings, sill courses, and window heads are identical, but the divisions of the display window and the transom windows have been altered. The transom windows were reconfigured from six lights to two lights. Bays 3 and 4 are essentially the same as in 1926 except for the divisions of the transom windows. In a 1926 photo (see below), the transom over the shopfront window was divided into three vertical lights. It is now a single glass panel. The 1926 photo depicted the double stacked transom with a center vertical division on the bottom for two lights, and two vertical divisions on the top window for three lights. The next two bays, 5 and 6 are unaltered. The alteration completed in the 1950s converted a shopfront window to the existing pedestrian and shop roll-up door configuration. Bay 8 which was a double pedestrian door was converted to a window that is now boarded over. Bays 9 and 10 were shopfront windows with transom configured with six vertically aligned glass lights that are now covered over with plywood.



L87-1.31002-26 – Wells at First Avenue and Adams Street 1926

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance: A – Broad Patterns of Spokane History, Commerce
C – Architecture
Significant Dates: 1913; 1926
Period of Significance: 1913-1933
Architect: C. Ferris White; Arthur C. Cowley
Building Developer: Owners, John McDevitt & Mary J. McDevitt
Building Contractor: F.E. Martin, contractor
Business Owners: Harry L. Olive; Captain Charles H. Wells

SUMMAR STATEMENT

As a contributing building to the West Downtown Transportation Corridor National Historic District, the Wells Chevrolet Showroom, built in 1926, is significant as a building associated with the evolution of the automobile and automobile-related business in Spokane. The 1920s was the decade in which most of the buildings were built downtown Spokane specifically to house automobile sales and accessories. The subject building was constructed with a showroom and service facility for the sale of Chevrolet automobiles during the formative stages of Spokane's auto row. The showroom building was coupled with a separate service building and alley bridge (SRHP) located between Railroad Alley and the Northern Pacific Railroad viaduct. The automobiles sold herein ran the streets of Spokane and the backroads of the Inland Northwest. First Avenue was Spokane's auto row and six dealerships were constructed between Monroe and Cedar in the 1920s. Automobile-related businesses filled in the storefronts of the other commercial buildings along the First and Second avenue corridors.

The two-story showroom building (and separate service building) was designed by Arthur C. Cowley and was built over and modified a one-story auto showroom building designed by C. Ferris White and built in 1913. The building is also significant as a nicely-detailed brick commercial building that was built for the sales and service of automobiles. Occupying a prominent corner lot location, the showroom and sales gallery in the front part of the building was accessed through the north pedestrian entrance, and the garage in the rear with shop doors on the west elevation to accommodate the passage of vehicles, trucks and automobiles. Although altered slightly over the years, the building continues to retain its essential character and place in the continuum of the automobile commerce of the downtown. Uniquely, the Wells complex showroom (the subject of this nomination) and service building currently on the Spokane Register of Historic Places (SRHP) occupy a full block and an alley as it creates a unified street front from First Avenue to the BNSF Railroad (former Northern Pacific) viaduct.

Historical Context

The Spokane Falls and its surroundings were a gathering place and focus for settlement for the area's indigenous people due to the fertile hunting grounds and abundance of salmon in the Spokane River. The first humans to arrive in the Spokane area arrived between twelve thousand and eight thousand years ago and were hunter-gatherer societies that lived off the plentiful game in the area. Initially, the settlers hunted predominantly bison and antelope, but after the game migrated out of the region, the native people became dependent on gathering roots, berries, and fish. The Spokane tribe used the Spokane Falls as the center of trade and fishing.

The first American settlers, squatters J.J. Downing, with his wife, stepdaughter, and S.R. Scranton, built a cabin and established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney, Oregonians passing through the region in 1873 recognized the value of the Spokane River and its falls. They realized the investment potential and bought the claims of 160 acres and the sawmill from Downing and Scranton. The Reverend Henry T. Cowley followed in October 1874 as a missionary and Indian Sub-Agent to the Spokan Indians. Glover and

Matheney knew that the Northern Pacific Railroad Company had received a government charter to build a main line across this northern route. By 1875, Matheney became doubtful that the Northern Pacific Railroad came to Spokane and sold his stake in the venture to Glover.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, providing connection to the Puget Sound. The line was completed in 1883 when the eastern and western branches of the railroad came together, thus establishing transcontinental service through Spokane Falls.

The newly incorporated city continued to grow through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. In spite of the devastating fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded. Because of city ordinance to reduce fire hazard, brick and terra cotta became the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the new buildings were constructed in an area much larger than the original business district. The business district spread east to Division Street. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a dramatic increase in the construction of commercial buildings in west downtown. Frame dwellings gave way to commercial buildings that would meet the demand of the influx in population. Among the property types and businesses that were prevalent were hotels, lodging houses, and restaurants.

From the turn of the new century, Spokane's population exploded from 36,848 in 1900 to 104,402 in 1910. This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the state's three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. But prosperity seemed to return in 1917. In February of that year, the Spokane Daily Chronicle would announce that "Spokane Banks Made Most Gain," with the largest clearings on the west coast (2/2/1917, p8/3), and a "Rosy Future Seen for Local Business," in reporting that Spokane was named as one of the nine most promising cities in the whole country (2/8/1917, p12/1). New buildings were announced and the downtown saw construction activity. Some 32 projects were listed as proposed or under construction as proclaimed by the Spokane Daily Chronicle on March 6, 1917: "Two Millions And Half for New Buildings Here," for buildings that included the Crescent, Chronicle Building, Elks Temple and Overland Garage among others.

By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910 (Decennial Census Counts. OFM). Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. The 1920s and 1930s saw similar, but less drastic slow growth due to economic factors. The Inland Northwest region's dependency on extractive products from farms, forests, and mines suffered from declining demand.

However, the 1920s also saw the advent of the automobile and the improvement in roads throughout the state. Mechanized machinery including motorized trucks replaced the draft horses on the farm and in the woods. Modern buildings were built specifically to house these new

businesses and they were concentrated in the western part of downtown, predominantly between Sprague and 2nd avenues, bracketing the Northern Pacific Railroad viaduct.

1920s, the Burgeoning Automobile Business in Downtown Spokane

In the United States and Washington state, the 1920s was a major growth period for the automobile ownership and at the same time, the improvement of the infrastructure required for citizens to use those vehicles. In the U.S., by the end of the 1920s, the number of registered owners of automobiles in the U.S. almost tripled from the year 1920 to 1930 to 23 million.

In the state of Washington, there were 9,311 registered vehicles in 1910. By 1921, the number of registered vehicles reached 137,000 and by 1934 had increased to 460,000 vehicles. In May of 1925, The Spokesman Review reported that 27,022 automobiles had been licensed in Spokane, compared to 25,287 for the same period the previous year (5/10/25 pA6/c6).

Downtown Spokane's auto row was also taking shape. That term was first used in the August 20, 1911 edition of The Spokesman Review in captioning a cartoon that depicted the "**Inhabitants of Spokane's auto row.**" By 1920, one of those inhabitants, G.E. Riegel, had opened a new auto showroom at the southwest corner of First and Adams. The area west of Monroe along First and Second avenues became the city's auto row with six auto dealership showrooms constructed between 1920 and 1926. In addition, garages, auto repair shops, and suppliers of parts and accessories including tires were in this district.

The automobile business was transitioning to modern day sales in the 1920s. The automobile and rail were still integrally related, since the new dealerships and the suppliers were along the Northern Pacific corridor as well as the US 10 highway corridor.

Six auto dealerships built new buildings in the West First Avenue district between 1920 and 1926. They include Riegel Brothers Dodge, Willys-Overland Pacific, Findlay-Studebaker, Chandler Auto, Wells Chevrolet, and Eldridge Buick. Several of these buildings had raised viaducts by which new automobiles that arrived by rail were conveyed to the dealerships. According to the West Downtown Historic Transportation Corridor National Register Nomination (1999), "During the two decades after World War I, nine brick buildings, all related to the growing automobile industry were erected in the corridor. Most were built in the mid-1920s, only one was constructed after 1930. The building boom of the automobile-related structures that occurred during the twenties was never matched again in the West Downtown Historic Transportation Corridor."

Florence K. Lentz and Craig Holstine prepared an inventory and evaluation of historic properties associated with transportation in the state (Lentz, 1995). In that document, the physical form of the auto rows "Downtown Dealerships" were described:

Built between ca. 1900 and 1925, downtown dealerships constructed solely for automotive commerce followed the Main Street formula of zero-setback from the sidewalk, adjoining side walls (in larger towns), and a tri-partite brick or stucco facade. Wood frame or loadbearing masonry construction was the norm. Roof configuration, generally flat, gabled, or bow truss, were hidden behind decorative parapet walls. Downtown dealerships were frequently of two stories (or more in larger cities), requiring interior ramps and /or elevators.

Display windows with transoms were large, offering a view into the street-facing showroom. Often built on corner lots, vehicle access was provided through double-leafed wooden garage doors off the site street or alley. Repair and service facilities were located unobtrusively at the rear.

The Wells Chevrolet Showroom exhibits most of the characteristics described above including:

zero-setback from the sidewalks on a corner lot, and a tri-partite brick facade, loadbearing masonry construction, trapezoidal truss roof hidden behind decorative parapet walls, two stories in height, large display windows with transoms along both Adams Street and First Avenue, vehicle access along Adams street and Railroad Alley, and freight elevator between the first and second floor. In addition to the service area within the showroom building, a separate service building (SRHP) was constructed across the alley to the rear. This service building connected the Northern Pacific Railroad, by rooftop and a second story bridge over the Railroad Alley, to the showroom building. Freight elevators in both buildings made the connection between the service and showroom floors.

Chronology of the Wells Chevrolet Showroom Building

The building was built in two stages and began its life in 1913 as a single-story brick building housing automobile sales and service. The property owner, John McDevitt, engaged prominent Spokane architect C. Ferris White to design a new building for Harry L. Olive, a local automobile dealer. Olive moved from the nearby building at 1221 West First Avenue to the new building on the corner in 1914. Here, he operated as a distributor of automobiles, in 1916 for Overland Automobiles--the Overland Pacific Willys Willis Knight Auto Company through 1921, and in 1922 sold Oldsmobiles after Overland-Willys-Knight opened its new plant on the southwest corner of Madison and Sprague. Olive was listed in Polk at First and Adams until 1925. In 1925 the building was expanded by adding a second story on the original first floor and opened as a Chevrolet dealership by C.H. Wells. At this time, Mary McDevitt, John's widow, engaged prominent Spokane architect Arthur C. Cowley to design the new building for Wells. To support the showroom, a new two-story service building was also constructed on Northern Pacific Railroad property between the showroom and the concrete Northern Pacific viaduct.

The Chronology for 1229 W. First Avenue -Development of the Block 20 Railroad Addition

Sanborn maps show Block 20, bounded by First Avenue on the north, Adams Street on the west, Railroad Alley to the south, and Jefferson Street to the east. Between Railroad alley and the Northern Pacific railway company main line tracks is a yard area owned by the railroad.

The 1889 and 1891 Sanborn maps show the same development pattern: two dwellings and accessory buildings are on the subject site, and two dwellings are adjacent to the east; the grouping shown on one parcel. The remaining two-thirds of the block shows two dwellings, one fronting on First and the other on W. Railroad Avenue.

The 1902 Sanborn map shows two dwellings facing First Avenue and a dwelling at Railroad Alley and Adams, facing Adams Street. Two more dwellings are to the east, and Star Livery, Feed Boarding Stables with a feed corral occupies the eastern half of the block. Between Railroad Alley and the Northern Pacific tracks is a rail spur for Diamond Ice and Fuel Company.

The 1910 Sanborn map shows dwellings on the western half of the block, and three brick buildings, including the Hotel Parsons, on the east half of the block. Between Railroad Alley and the Northern Pacific tracks "Spokane Paint Oil Co's Planing Mill Sash Door fact'y" is in mid-block. A loading platform along the tracks extends west of the Spokane Paint Oil building.

In 1928, the Sanborn map shows the 2-story brick Wells Chevrolet showroom at the corner of First and Adams. A 15-foot wide enclosed bridge at the second-floor level crosses the alley and connects with a two-story brick and concrete building that houses Wells Chevrolet Service Shop and Assembling building that extends to the elevated Northern Pacific Railroad viaduct. Brick buildings, on Northern Pacific-owned land, fill in the remainder of the block. These buildings are used for automobile repair and storage, plumbing supplies and industrial uses.

The current form of Block 20 is depicted in the 1958 Sanborn map. The former Wells Showroom and service buildings remain, but the enclosed alley bridge has been widened the full 50-foot

width of the showroom building. Adjacent to the east is a used car lot. A two-story brick building occupies the next lot. Another parking lot and a one-story concrete bank building occupies the front portion of the next lot with parking to the rear. The Hotel Parsons remains on the northwest corner.

Development of the Building

John McDevitt purchased from Canada Settlers Loan and Trust Company for \$4,750 Lot 1, Block 20, Railroad Addition, on June 16, 1900. John, with his wife Mary, had moved to Spokane in the previous year. At the time of purchase, three single-family dwellings were on the corner parcel.

A building permit was issued on June 2, 1913 to John McDevitt for construction of a new garage at 1227 West First Avenue on 6/2/1913. J.M. McCartney was listed as the builder and C. Ferris White as the architect. Building value was \$8,000

Electrical permits were issued to Warren Oliver, contractor for the H. L. Olive Company in August 1913.

The *Spokane Daily Chronicle* June, 2 1913 (p5:6):

"POUR CEMENT FOR GARAGE"

The first cement was poured this morning for the new garage being constructed by the Harry L. Olive company at the corner of First avenue and Adams street. The new structure, with the cost of the lot, will represent an investment of about \$45,000. Two residences were torn down to make room for the garage.

The structure will be fitted with terrazzo flooring and first quality plate glass will be used in the display windows.

It is planned to move into the garage on August 1.

The August 24, 1913 issue of *The Spokesman-Review* featured a full page ad from the Harry L. Olive Co., Inc. at 1227 First Avenue for the Willys-Overland Company, Toledo, Ohio. Only \$950 for the new 1914 model. (Part 2, p6)

Building permits were issued for W1229 First Avenue in April 1917 for Overland Pacific Auto Company to alter a platform for a garage with a value of \$100. Perhaps in anticipation of his death, on June 22, 1918, John McDevitt deeded the property at West 1229 First to his wife Mary J. McDevitt.

Electrical permits were issued in January and February 1921 to W. Oliver for an Oldsmobile sign, and Overland Auto Company. *The Spokesman-Review* in its February 20, 1921 issue included a photograph of the Harry L. Olive Oldsmobile Motor Company garage, a one-story brick building, at 1229 First Avenue.

"Dealers Drive Oldsmobile Cars Home"

One of the first automobile drives away this season took place Tuesday at the Oldsmobile Motor company offices, W1229 First avenue, when the following four Inland Empire Oldsmobile dealers started home in their new four-cylinder demonstrators: Jack Ilka, Coeur d'Alene; A. S. Frost, Moscow, Idaho; Kennedy Ertie, Walla Walla; and Small Kennedy Hoyt of Lewiston, Idaho.

"These and many other Inland Empire dealers have signed 1921 contracts for more cars than the local distributors anticipated," said manager Harry L. Olive of the local branch. He has just been on a tour of the Palouse, Lewiston and Walla Walla sections. "Farmers have to seed

their wheat, money is becoming easier and all indications point to a successful season," Mr. Olive said.

A. R. Tyson, manager of the Seattle branch, a visitor here Tuesday, accompanied Mr. Olive in from Walla Walla. Mr. Tyson delivered three new four-cylinder touring cars from a carload at Yakima and two to the Oldsmobile agent in Prosser,

"PLAN NEW CHEVROLET HOME" reported *The Spokesman-Review* on July 12, 1925:

"First and Adams Location Is Site—Will Enlarge Structure."

A new downtown home for the Wells Chevrolet company, distributors of Chevrolet automobiles and trucks at W916 Second, will shortly be built, according to plans made by the company with the owner of the property at First and Adams.

It is understood that the quarters formerly occupied by the Harry L. Olive Motors, Inc., 1229 First, will be taken by the Wells Chevrolet company. This is a one-story building, but another story will be added, according to the plans. Mrs. Mary McDevitt owns the building and Arthur Cowley, architect, has been engaged to draw plans for alterations.

Negotiations are under way to lease property from the Northern Pacific Railway company in rear of the building, on which an extension to the structure is contemplated. No estimate of the cost of the enterprise has been announced.

The *Spokane Daily Chronicle* announced the proposed Wells building with **"FIRM WILL ERECT BIG BUILDING"** across its frontpage banner on July 30, 1925. **"Wells Chevrolet Plan to Expend \$126,000 on New Structure at First and Adams---Ready October 1."** The article noted that "Entrance of the Wells Chevrolet company into the district as West First avenue intensifies that part of the city as an automotive center, for there are several other automobile dealers and distributors there." The article describes the new buildings, the spaces and activities within and how it will operate. "A bridge between the two buildings will connect them on the second floor over an alleyway. Automobiles and carloads of accessories can be unloaded from the Northern Pacific Viaduct into the second story of the buildings."

A building permit was issued to Mary J. McDevitt for construction of a new garage at 1227 West First Avenue on August 24, 1925. F. E. Martin was listed as builder with A.W. Cowley as architect. Building value for alterations for a public garage was \$25,000. Mrs. McDevitt was residing at the Kempis Apartments at that time.

The *Spokane Daily Chronicle* followed on August 24th announcing **"\$25,000 CHANGE PERMIT ISSUED"**

"Garage at W1227 First to Get Alterations—Is Leased to Wells."

A permit for alterations to cost \$25,000 to the garage building at W1227 First avenue was granted Mrs. Mary J. McDevitt at the city building inspector's department today. F. E. Martin has the contract for making the improvements. A.U. sic Cowley is the architect.

The garage has been leased by the Wells Chevrolet company. It is now a one-story building and another story is to be added.

An advertisement posted by Wells Chevrolet Company in the December 6, 1925 Sunday *Spokesman-Review* touted **"Chevrolet's Greatest Year."** **"Soon, First Avenue at Adams Street."**

The *Spokane Daily Chronicle* ended the year 1925 with a photo of the partially completed Wells Chevrolet building and revealed **"AUTO SALESROOM ALREADY IN USE."** "The Wells Chevrolet company is now using the salesroom of its new buildings at First and Adams and

expects to occupy the entire space in these buildings.” It was expected that they would move in and fully occupy the building by that February. The article described the building and noted: “The second floor of this building is to be used for new and used car storage. The upper floor of this building, south of the alley, is to be used for major service and repair operations. The roof of the building provides parking space and is within an inch of the level of the freight car floors. Cars are unloaded from the box cars, drive across the roof to an elevator and serviced on the second floor, a great deal of time being saved by being adjacent to the overhead tracks.” Finally, “The company has adopted as its slogan “The Heart of Auto Row.” and this designation over a huge red heart has been placed prominently on one of the large windows facing First avenue.”

Construction of the Wells Chevrolet Showroom and Service Building was completed in 1926. The grand opening ceremony garnered a full page spread in the Sunday, April 18 edition of *The Spokesman-Review*. Special interest articles were in the *Spokesman* throughout the week of the grand opening celebration. The building was built to provide automotive service for the Spokane community and Inland Northwest. The showroom connected, via an over-the-alley enclosed skybridge, to the service building that abutted the elevated Northern Pacific Railroad viaduct. The 28-inch gap between roof of the service building and viaduct was bridged by a concrete platform onto which new Chevrolets would be offloaded from the rail cars. Hand guided across a wood plank track, the new cars would enter a water hydraulic freight elevator, descend to the second floor for dealer preparation, then cross the alley via the skybridge into the second floor of the showroom building. A second water hydraulic auto freight elevator (20 feet long by 10 feet wide) would convey the now shiny new Chevrolets down to the showroom floor for distribution throughout the Inland Empire--from Oakland by rail to Oakesdale by road. The Wells complex showroom (subject of this nomination) and service building (SRHP) present an imposing frontage along the east side of Adams street as the building bridges the alley between First Avenue and the historic Northern Pacific railroad viaduct, demonstrating the connection of rail and automobile.

According to the April 18th article:

All this week will be given over by the Wells Chevrolet company to the celebration of their removal to a fine new home on First avenue at Adams street, in the “heart of auto row.” All departments will be thrown open to public inspection during the grand opening week.

The event is more than just a “housewarming” for the Wells Chevrolet company. It marks the achievement of a spectacular commercial success seldom paralleled in the motor industry. In less than four years this organization has grown from the original “acorn” into a mercantile oak the largest Chevrolet distributing unit in this territory.

The main building, which houses the new and used car display, as well as the offices, has been completely remodeled and a 10-year lease on it signed by Captain C.H. Wells, head of the concern, involving in the neighborhood of \$75,000.

The new brick edifice, just back of the main store on Adams street, cost \$40,000 to build and is probably one of the most complete shop and service buildings in the west. It consists of basement, two floors and an unloading roof. This latter feature is as unique as it is practical.

The roof is flush with the Northern Pacific elevated tracks and full trainloads of automobiles are discharged from the freight cars on top of the structure. The automobile elevator connects with the roof and the cars are lowered directly into the service department.

The shop floor is arranged for one-way traffic, thus avoiding confusion or accidents. It is particularly convenient for lady drivers.

Reportedly, Wells owned the \$40,000 service building (but leased the ground from Northern Pacific Railroad) but was leasing the front portion which contained the showroom and sales

department. He held a ten-year building lease from Mary J. McDevitt, the building owner. Mary J. McDevitt, a widow, also granted an easement to Wells Chevrolet Company, by instrument dated November 28, 1928, to allow use of the south wall of the Wells Sales Department (showroom) building, located on her property to support the bridge across the alley from the Wells service building.

The November 2, 1926 visit to Spokane of Queen Marie of Romania, prompted Wells to extend an invitation via a full page ad in the *Spokane Daily Chronicle*: "Queen Marie: You are invited with a Royal welcome to visit Auto Row, the beehive of commercial activity in this Queen City of the Inland Empire."

A July 7, 1932 assignment of the Wells Chevrolet property to a Mr. J. D. Meikle to cover mortgages to various parties beginning in 1928 suggests that Captain Wells' business did not survive the Great Depression. In 1933, the building was vacant. Charles H. Wells, auto dealer, passed away in Spokane on August 26, 1934 at the age of 47 years. Spokane Used Car Market occupied the building in 1934 to 1935. F. E. Martin, the original building contractor for the Wells Chevrolet building was issued a building permit on September 15, 1934 in behalf of the property manager F. S. Barrett Co. Permits were issued in 1935 and 1937 to Day-Majer Company for electrical work, an electrical sign, and alterations to a public garage.

Mary McDevitt had passed away in 1933, and on October 4, 1937, Archibald T. McDevitt conveyed to Mary's daughters, Jennie M. O'Hara and Emily A. Fry, all of his interest as heir of Mary J. McDevitt, deceased. Day-Majer would occupy the building until 1939 to be followed by Inland Empire Truck and Diesel, also G.M.C. Trucks in 1940 through 1942. During that period, by quit claim deed on October 6, 1941, Jennie M. O'Hara and Emily A. Fry conveyed the property back to Archibald McDevitt.

The building was listed as vacant in 1943 and apparently had been occupied by the Army Air Force which had received an electrical permit on November 24, 1942. Apparently, the government had occupied the building as indicated by *The Spokesman-Review*, when it reported return of the former Wells Chevrolet building back to civilian life in its January 5, 1944 edition.

"COAST ELECTRIC FIRM LEASES FIRST AND ADAMS"

The two-story brick and concrete building at the southeast corner of First and Adams, owned by the Mary J. McDevitt estate, has been leased to the Sunset Electric company of Seattle through Watson Co., property managers. The lease, for a term of years, is renewable.

The building has a frontage of 50 feet on First and a depth of 156 feet on Adams and is equipped with an electric elevator large enough to carry automobiles or trucks. About half of the ground floor is used for showroom purposes, and other streets are faced by large plate glass windows.

This is another building recently vacated by the army. Most of the buildings vacated are being rented at once to permanent tenants, according to Ralph W. Watson.

Although Riegel Brothers purchased the property on January 26, 1945--Dee R. Riegel and Guy E. Riegel, doing business as Riegel Bros. had purchased the property from the heirs of the Mary McDevitt estate for a sum of \$40,000--Sunset Electric would occupy the building until 1949, followed by Dohrmann Hotel Supplies in 1950. Guy Riegel had passed away in 1947 and the family reallocated the Riegel Brothers properties to include his heirs by quit claim deed on March 24, 1947. A building permit issued to Roy L. Blair, contractor, on April 23, 1951 to make alterations to the first floor of the building for a value of \$17,600--alterations to the interior only and one exterior door. Riegel Brothers, which owned the Dodge-Plymouth dealership on the

southwest corner of First and Adams, would occupy the building in 1952 and conducted truck sales and service within.

Riegel Brothers Truck sales and service occupied the former showroom building and the former service building to the rear until 1962. It was vacant in 1963. From 1964 through 1969, Downtown Marina Sales Service conducted business in the building. They were followed by Royal Auto Upholstery in 1970 through 1972. The building was again vacant from 1973 to 1975, and from 1976 to 1999 occupied by a series of businesses in the flooring industry – Royal Floor Covering, Annex Floor Coverings, River City Rennaut Floor Cover and River City Solid Surface. Crows Nest Entertainment purchased and remodeled the building between 1999 and 2004. The current occupant, Bonded Data Research followed Crows Nest in 2006 and is the current tenant.

Upon the passage of Dee R. Riegel, the trustees of the property conveyed by quit claim deed to Spokane-Coeur d'Alene, Inc. on December 21, 1973. On December 20, 1973, Juanita Santschi transferred her interest in the property to her husband, Oscar C. Santschi linkage of Spokane-Coeur d'Alene, Inc. to Santschi could not be determined .

Mary J. McDevitt, owner and developer of the Wells Sales Department Building

John and Mary McDevitt arrived in Spokane in 1899 with four children, Jennie, Emily, John, and Archie. They resided at 925-1/2 Sprague Avenue where John was the head of a lodging house. According to the 1900 Census, Mary had no occupation, was 40 years old and had been born in Wisconsin in February 1860. John was 46 years old and had immigrated from Canada in 1870.

In 1905, *The Spokesman-Review* featured the newly constructed house (with sketch of floor plans) of the McDevitts at 1730 West Riverside Avenue that had been designed by prominent Spokane architects C. Ferris White and W.W. Hyslop.

The 1910 Census listed the McDevitt's at 1730 Riverside Avenue. Residing in the house were John, 55; Mary, 50; Jennie, 26; Emily, 24; John Jr., 22; and Archie-18. All but John Sr. had been born in Wisconsin. John Sr. had "own income" Mary had "none." The girls were teachers in public schools, John Jr. was a clerk at the railroad commissary, and Archie was not employed.

John passed away in July of 1918. He was recognized as a real estate owner who had lived in Spokane the last 19 years. He was survived by his wife Mary, two sons, Arch and John and two daughters, Mrs. R. E. Fry of Seattle and Jennie McDevitt of Spokane.

The *Spokane Daily Chronicle* reported the death of Mary McDevitt on May 22, 1933.

Funeral services for Mrs. Mary J. McDevitt, Seattle, formerly of Spokane, will be held at 8:30 Tuesday in Our Lady of Lourdes cathedral with the Rev. W. J. Condon officiating. Interment will be in the Peace Abbey mausoleum at Fairmount with Smith Funeral home in charge. Rosary will be said at 8 o'clock tonight at the home of her daughter Mrs. C.C. O'Hara, at 1730 Riverside.

Mrs. McDevitt had been a resident of Spokane for 34 years. Since the death of her husband in 1918 she had traveled much in the southern states and died Friday at the home of a son-in-law and daughter, Mr. and Mrs. R. E. Fry of Seattle. She had been ill for about a year. Two sons also survive.

Captain Charles H. Wells, Owner Wells Chevrolet

A brief history extolling C.H. Wells was included in a full two-page spread of the grand opening of Wells Chevrolet's new plant on Spokane's Auto Row on April 18, 1926.

Although a dealer in Spokane only a few years, Mr. Wells is, nevertheless, an old-timer in the automotive industry. Just prior to the war he was connected with the executive staff of the Packard Motor company in St. Louis. At the outbreak of

hostilities he organized a motor transport corps and was immediately ordered to the battle front in France.

Once "over there," Captain Wells transferred to the field artillery and put in two years in various sectors. The Vosges mountains, Meuse and the Argonne offensives occupied his attention until the armistice came along and found his battalion engaged in an offensive between St. Miel and Verdun, with Metz as an objective.

Comes from St. Louis

The "big parade" being over, Wells returned to St. Louis, where he joined the forces of the Chevrolet Motor company, under the direction of F. N. Coats, who is now regional sales manager of the Pacific coast territory, with headquarters in Oakland, Cal.

As traveling representative for the big motor concern, Captain Wells covered the Arkansas and Louisiana territory, and in August, 1919, he was made manager of the Chevrolet retail store in New Orleans.

After a year in this capacity, Wells was sent to Utica, N. Y., where he opened and managed a retail store for Chevrolet, later becoming branch manager of that company's establishment in Philadelphia.

Came West in 1919

In July, 1919, the motor executive heeded the admonition of Horace Greely augmented by an offer from F.N. Coats and came west. He organized the Inland Empire Sales corporation to distribute Chevrolets in this district. Later this institution was renamed the Wells Chevrolet company, the title it now bears.

During his first year in business here, Wells sold 1491 Chevrolet cars. For 1926 he has set a mark of 2500 automobiles and exceedingly lively increase for three and a half years.

And so, after a varied career in the industry and with a wealth of sound experience at this command, Captain Wells selected Spokane as a suitable city upon which to concentrate his business talents. That he chose well in his own behalf is evidenced by the remarkable sales records and general expansion made by the organization under his direction.

The motor merchant has definitely proclaimed his faith in the future of this city by the expenditure of close to \$150,000 in fitting up adequate quarters to house his business here.

With his new and larger location, his completely equipped shop and service departments and an augmented operating staff, Captain Wells has set forth to make this the biggest Chevrolet year Spokane has ever known.

Mr. Charles H. Wells, having resided at 509 Cotta, Spokane, passed away at Sacred Heart Hospital on August 26, 1934. His death certificate identified him as 47 years old, and the owner of an auto dealership. He was born in Ambler, PA on January 17, 1887.

Architect Arthur W. Cowley

Arthur W. Cowley, born in Spokane, practiced architecture in Spokane from about 1906 through his death in 1949. Cowley was recognized in the West Downtown Historic Transportation Corridor National Register Nomination (1999) as designer of three major apartment buildings in the same block: the Otis Hotel, the Alberta Hotel, and Jefferson Hotel. Also, in the district but, at the time of the nomination were not attributed to Cowley, are the Norman Hotel (adjacent to the Jefferson) also a contributing building, and the Child, Brothers and Day Auto Supply (at 1217 W First, 1910, altered and non-contributing). Additionally, Cowley designed the Inland Auto Freight Company building, a contributing building to the East Downtown Historic District.

Cowley's early work was noted in *The Spokesman-Review* in its 25th Anniversary edition marking Spokane's economic progress on June 17, 1909, featuring Spokane's economy and prominent

citizens, included a sketch of "New Apartment House of N.W. Durham" with "Arthur W. Cowley Architect"

A little over a year ago this gentleman opened offices at 631-632 Peyton bldg. for the purpose of carrying on a general architectural business. Mr. Cowley was formerly an engineer of the Great Northern railroad and for a time was chief draftsman for that system. Since entering the architectural field Mr. Cowley has met with flattering success. During the year he has been actively engaged here he has erected the Wellington apartments Sixth and Stevens street; the Buckman apartments, First avenue and Elm street; the Windsor store and hotel building, First avenue and Jefferson street, and several of the better class apartments in Spokane. He is now putting up the new N.W. Durham apartments at Third avenue and Lincoln street, a cut of which appears on this page. Mr. Cowley has also designed and prepared the plans for several handsome residences. Mr. Cowley is an enterprising young man, full of ambition and thoroughly conversant with this business.

N.W. Durham, in his history of Spokane (1912), wrote the following about Cowley, still early in his career in Spokane:

Spokane has grown rapidly and Mr. Cowley has had his share of the business in his line, his intelligently directed effort bringing him substantial reward while his work has been an element in the city's improvement. He has introduced many innovations in building lines and the structures which he has erected are the principal ornaments of their respective neighborhoods, pleasing to the eye and constructed with conscientious regard for real utility, and the comfort and health of their occupants. Because of his operations unsightly vacancies have become occupied by attractive edifices and real estate in all parts of the city have rapidly advanced in value.

Cowley is noted for his apartment and industrial buildings, several of which remain in use in Spokane. The Goodyear Tire and Rubber Building is one of five known industrial/commercial buildings that are extant in Spokane, and retains the best integrity of those buildings. Besides the Child, Brothers and Day Auto Supply (1911, 1217 West First Avenue), which is totally altered, are the Consolidated Motor Freight Warehouse (1935, 126 S. Sheridan/Pacific), and Inland Auto Freight Warehouse (1929, 159 S. McClellan).

An article in *The Spokesman-Review*, at his death in 1949 included below, recaps Cowley's life in Spokane and his important contributions to the city's architectural legacy.

Arthur Cowley Taken By Death

Arthur W. Cowley, one of Spokane's first native citizens whose life and that of his family have been interwoven in the history and development of this city since its establishment died yesterday in a hospital following a short illness.

The city's growth is full of evidence of Mr. Cowley's life, as he was a prominent architect here for nearly 43 years. He drew plans for some of Spokane's most substantial business and industrial buildings and fine homes which are monuments to his skill and ability. He remained active in his profession until shortly before he died.

Mr. Cowley was born October 9, 1878 in Spokane. He was the son of Henry Thomas Cowley, an early-day missionary who was one of the first settlers in this region. The only other white families here at the time the elder Mr. Cowley arrived

were those of A.M. Cannon, J.J. Browne, and James N. Glover. Arthur Cowley was one of the first white children born in Spokane.

His father answered the invitation of the Spokane Indians to settle among them and the younger Mr. Cowley grew up under frontier conditions. He began his life in the home which his father and friendly Spokane Indians built in the center of the Spokane's camp, a beautiful wooded site now the location of Cowley park on Sixth between Browne and Division.

When the Cowleys arrived at Spokane Falls the little town had only one store. The Spokanes welcomed them, bringing them dried salmon, lean venison and a pail of milk.

After they had settled, the elder Mr. Cowley was able to build his first church at the site which is now Bernard and Sprague.

A list of buildings designed by Cowley is included in the Spokane Register Nomination for "Goodyear Tire and Rubber Store Warehouse."

F.E. Martin, contractor.

F.E. Martin, Spokane contractor, was constructing Wilson School (1926) at the same time as the Wells buildings, completed the power plant at Edgecliff Sanitarium in 1918; had built the Spokane Civic Building in downtown in 1921 and Finch Elementary School in 1923. He followed with the Rookery Building in 1934. (Mann, 2003)

Clarence Ferris White, Architect of the original 1913 Harry L. Olive Building

Architect Clarence Ferris White was one of the most prolific architects in the Inland Empire area, reportedly preparing plans for over eleven-hundred buildings. His designs range in style and type from homes of prominent businessmen, to working class apartment complexes, as well as several important commercial buildings and schools. He was born in Chicago, Illinois on August 22, 1867 and reportedly studied architecture in Chicago, but his formal architectural education is unknown. Before coming to the PNW he rose to the position of head draftsman for the office of W.W. Meyers and worked in the offices of architects Sprague Newell and W.W. Clay.

Around 1890, White came to Spokane under a contract to work for architect Herman Preusse. However, within a month he left the office and began working for architect Chauncey B. Seaton. Some studies indicate that White formed a partnership with Seaton, but Polk Directories do not verify this. Instead he was employed by Seaton as a draftsman and then oversaw a branch office for Seaton in Bellingham. In 1892, he moved to Everett and opened a short-lived practice with architect William T. Moller.

White then returned to Spokane in 1896 and again became associated with Chauncey B. Seaton. He then formed a partnership with architect Charles A. Alexander in 1897. Alexander passed away and White formed a new partnership with architect Arthur E. Permain in 1898. They were joined by until 1899 engineer John W. Strack and architect Oscar Huber.

After a short time in California, during which his wife passed away in 1903, he returned to Spokane in October. Upon his return, White jumped back into his architectural practice designing a school in Sandpoint and several houses including the home of J.C. McDevitt at 1730 West Riverside in 1905. Also, he designed the entire company town of Potlatch, Idaho for the Potlatch Lumber Company (the source of dispute with W.W. Hyslop). For the town White designed and erected more than 300 buildings, which included commercial properties, residences, a hotel, theater, warehouses, schools, churches, and a railroad depot.

By 1915 White took on another partner, Rowland J. Englebry, but the partnership lasted for a short two-year period. In 1918 he got into financial trouble again and filed for bankruptcy for a second time. In 1920 he remarried and shortly thereafter he moved to Everett where he continued his architectural career until his death.

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- . "Pour Cement For Garage." 6/2/1913. p5:6.
- . "Rosy Future Seen for Local Business." 2/8/1917. p1:1.
- . "Two Millions And Half For New Buildings Here." 3/6/1917. p2:1-3.
- . "Will Erect Big Building." 7/30/1925. p1 (Banner).
- . "\$25,000 Change Permit Issued." 8/24/1925. p6.
- . "Auto Salesroom Already in Use" 12/31/1925. p13:1.
- . "McDevitt." (death notice). 7/18/1918. p5.
- . "It's in the Heart" "Heart of Auto Row." (Full page ad) 11/2/1926. p11.
- . "Mary M'Devitt Funeral Tuesday." 5/22/1933. p18.

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- . "O.F. Smith Erects Five Story Brick, First Adams, Cost \$80,000." 1/31/1907. p8:1.
- . "C.W. Webber Builds Modern Garage and Auto Salesroom on the SE Corner Maple First Pacific Motor Company." 3/15/1910. p7:1.
- . "First Spokane Car Came in 1899; Made Initial Run of 50 Miles." 3/5/1911. pD3:1.
- . "With the Inhabitants of Spokane's Auto Row." Part 3p7:4-7. 8/20/1911.
- . "Oldsmobile Co. Lets Contract for Erection of Garage Sales Room to Harry J. Skinne, Cost \$60,000-75,000." 3/10/1920. p5:1.
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- . "for Economical Transportation" "Heart of Auto Row." 4/18/1926. pp4 5.
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Maps, Drawings, and Photographs

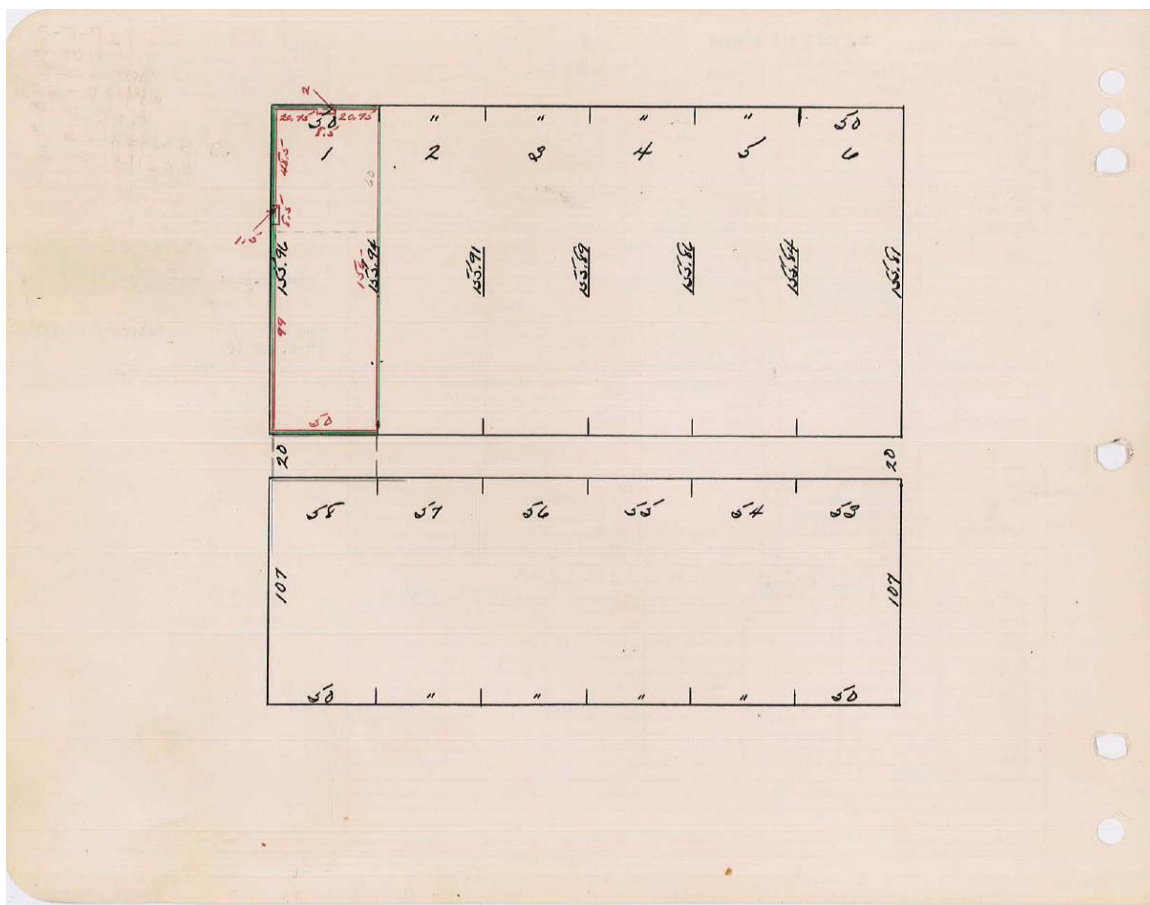
ADDRESS/BLDG. NAME		H. 1229 1st Avenue	
BUILDING #			
TYPE-USE-QUALITY	EXT. WALLS	BASEMENT	EXTRA FEATURES
Apartment	Brick	Full	Marquees
Office	Stone	Size 1056 Sq. Ft.	Canopy
Warehouse	Concrete	Finished For Rd	Balcony
Gas Station	Siding	Utility Records	Insulation
Motel	Con. Blk.		Cold Storage
Garage		HEATING	Sound Proofing
Store	Cast Panel	Hot Air	
No. Stories		Hot Water	INT. WALLS
No. Rooms	ROOF CONSTR.	Air Cond.	
No. Apts.	Flat	Gas Furnace	
ANNUAL GROSS INC.	Pitched	Electric	INT. PARTITIONING
DATE	Steel Truss	Oil Burner	Lin-Fest
	Wood Truss	Coal Stoker	
	Concrete	Steam	ELEVATOR
	Wood Truss	Central	Kind
	ROOF COVERING		Stops
	Asphalt Shingles		
	Corr.	Toilets	APPLIANCES
	Tar-Gravel	Tubs	RG & OV
	Build-Up	Basins	HF
	FLOOR STRUCTURE	Sinks	DW
	Reinf. Conc.	Showers	Washer
CONSTRUCTION	Conc. Slab	Laundry Trays	Dryer
Frame	Joisted Const.	H. W. Tanks	
Steel Frame		Sprinkler System	
Reinf. Conc.	FLOOR FINISH		
Brick	Asphalt Tile		
Con. Blk.	For Terrace		GEN'L CONDITION
	Limestone		Excellent
FOUNDATION	Cement		Good
Con. Stone Blk	Brick		Fair
Reinforced	W/W		Poor
Yr. Built	% Fin.	Class	Sq. Ft. 1st
1926			7770
			7800
BLDG. DESC	BLDG. #	BLDG. #	BLDG. #
Const.			
Found.			
Floors			
Ext. Walls			
Roof			
Plumb. Fix.			
Year Bilt./Life			
9 PSF			
Sq. Ft.			
Value			
LAND: 7,797 sq. ft.			

YEAR	LAND VALUE	BLDG. VALUE	APPRSR.	DATE
1983	24,500	24,500	TRM	4-83
1984	24,500	6,900	TRM	4-84
1985	24,500	6,900	TRM	4-85
2004			66	3/04

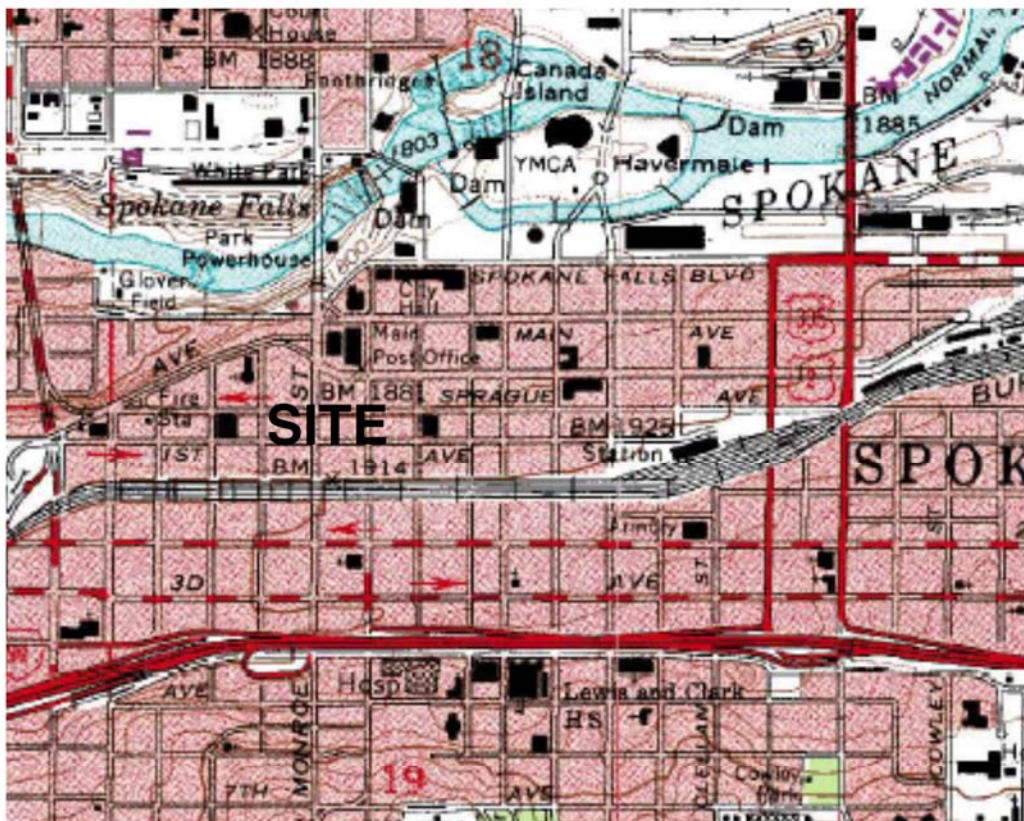
PARCEL NUMBER
19332-1301 35/92.1301

LEGAL DESC:
Spc 81 Railroad Addition
Lt 1, Bk 20

ASSESSOR FIELD FILE - 2004



ASSESSOR FIELD FILE PLOT SKETCH



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

WELLS CHEVROLET SHOWROOM
1229 WEST FIRST AVENUE

N
1' = 2000'





1. First Avenue/Adams Street - context, looking southeast



2. First Avenue context, looking southwest



3. Looking southwest at northeast corner - front and east facades



4. Front Façade – 1229 First Avenue – looking south



5. Northwest corner – north and west facades, looking southeast



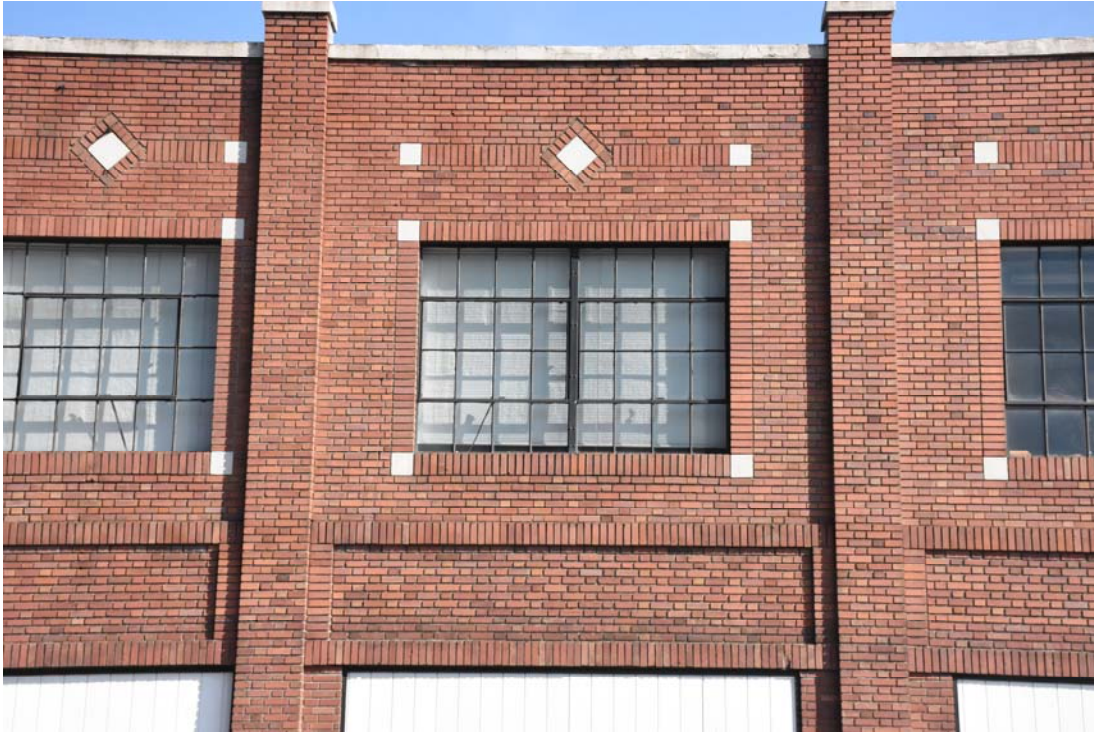
6. North end of west facade, looking east



7. South end of west façade, looking east



8. Southwest corner – west and alley façades, looking northeast (attached to skybridge of former Wells Chevrolet Service Building)



9. West façade second floor window bay detail, looking east



10. South façade along alley, looking northeast (beneath skybridge)



11. East facade - midsection, looking southwest



1. Office Area, looking north at main entry on First Avenue



2. Office Area, looking east at typical office



3. Office Area, looking south from front entry



4. Office Area, looking southwest across cubicles



5. Office Area, looking north across mid-section



6. Office Area, looking west toward Adams Street entry



7. Office Area, looking east toward southeast corner and mezzanine



8. Mezzanine, looking west from stairway



9. Garage Area - south half of building, looking south-freight elevator in southeast corner



10. Garage Area - looking west toward main entry



11. Garage Area, looking north toward main entrance



12. Second Floor-stairwell to first floor, looking east



13. Second Floor, looking north from south wall



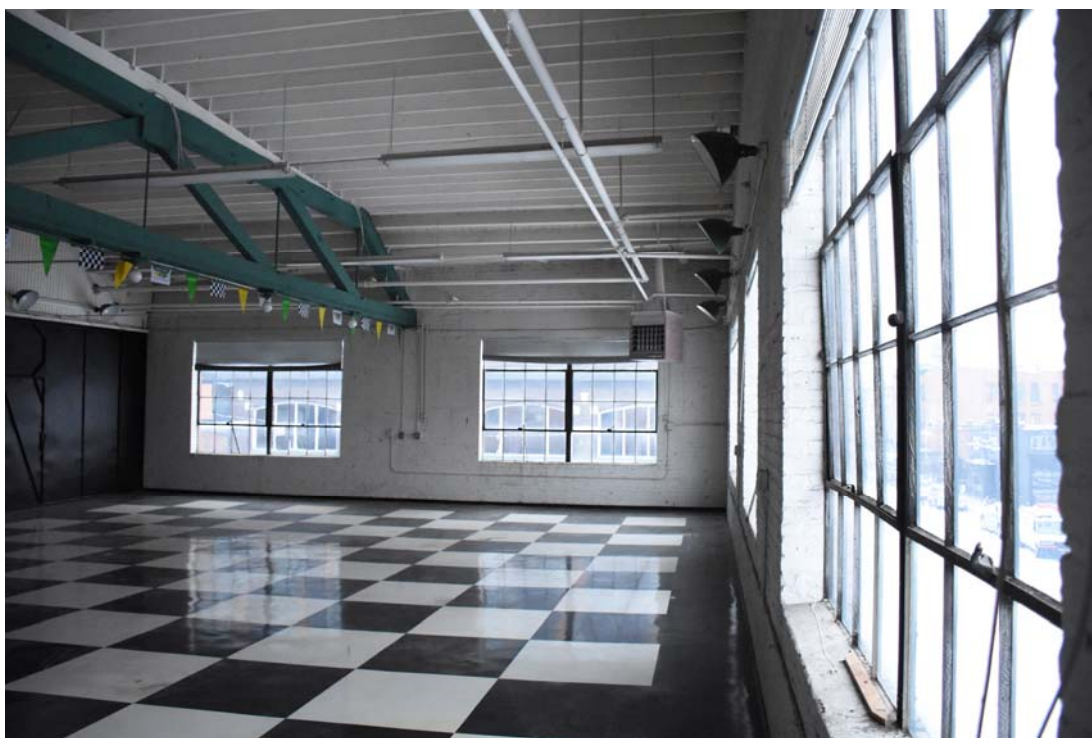
14. Second Floor, looking northwest across shop floor



15. Second Floor, looking north toward "display room" partition



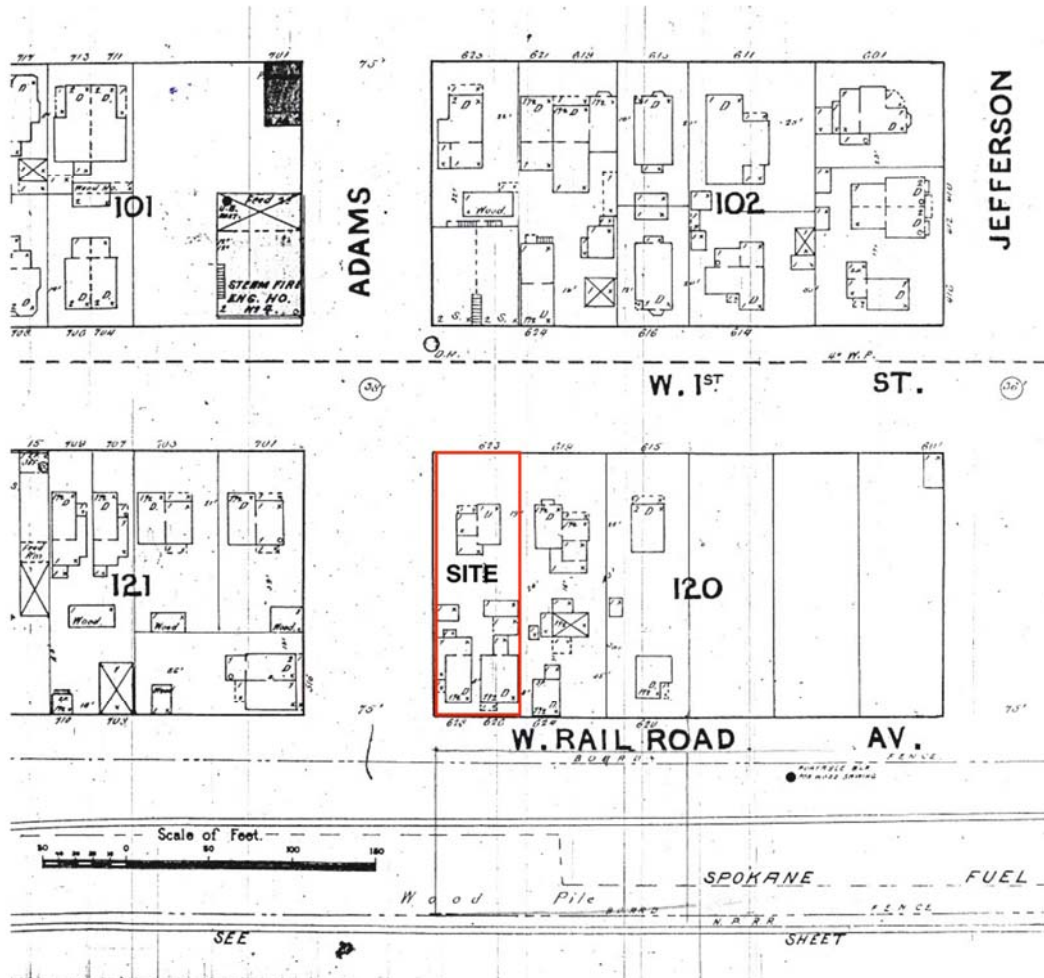
16. Second Floor, looking north across "display" room" toward north wall



17. Second Floor, looking west along north wall



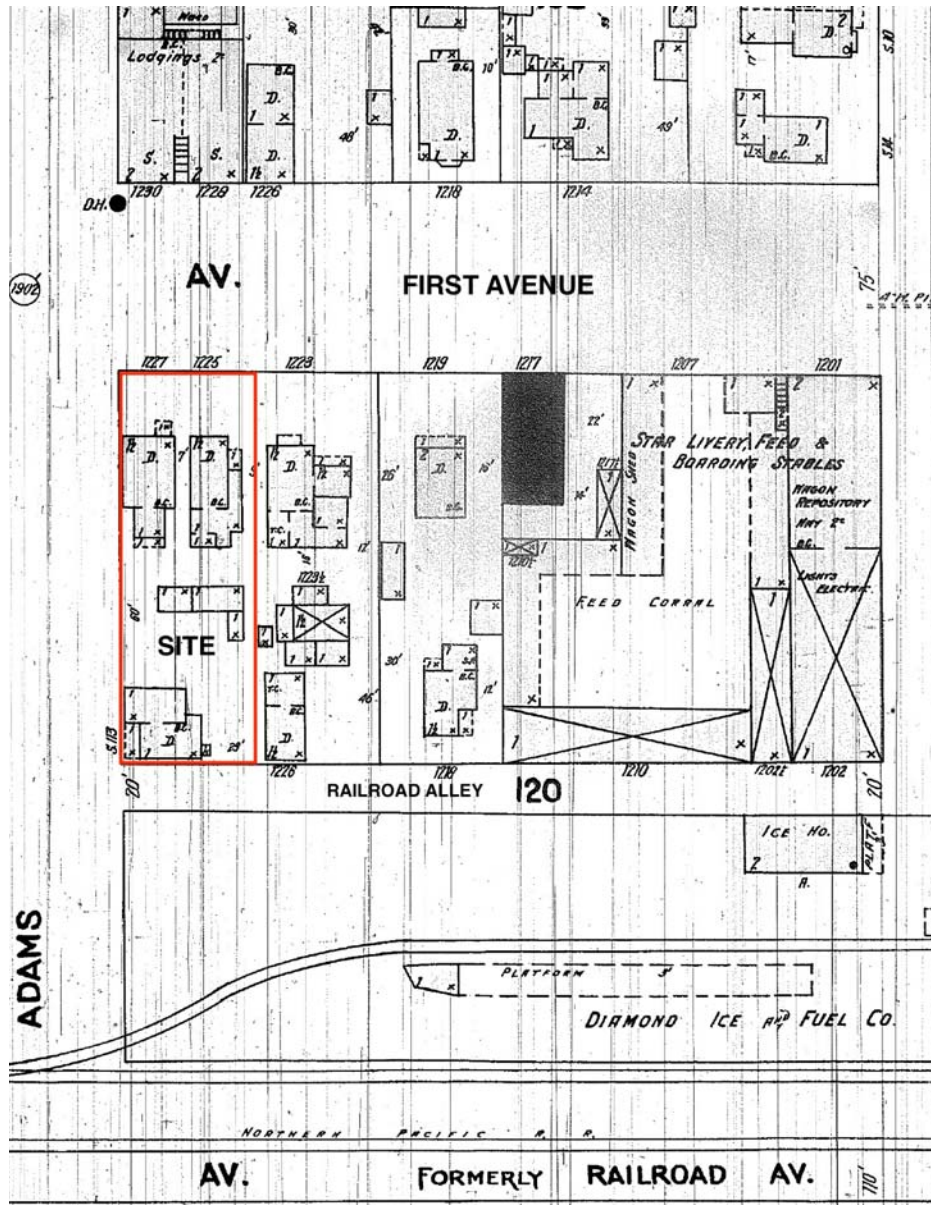
18. Second Floor, Looking South From "Display Room" Partition



Sanborn Insurance Map -1891- page 22

1229 WEST FIRST AVENUE
1891 SANBORN MAP

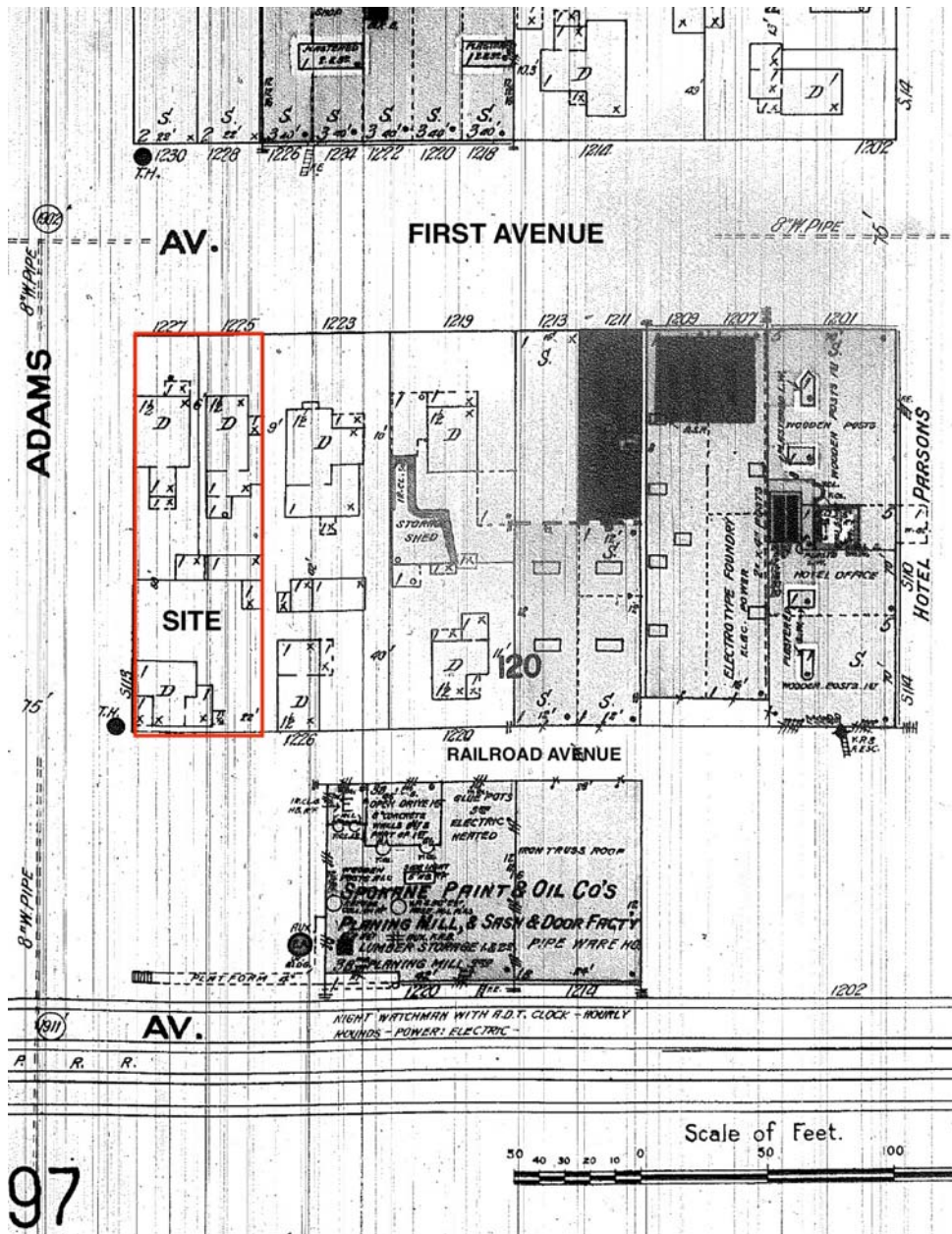
N
1' = 100'



Sanborn Insurance Map –1902– page 22

1229 WEST FIRST AVENUE
1902 SANBORN MAP

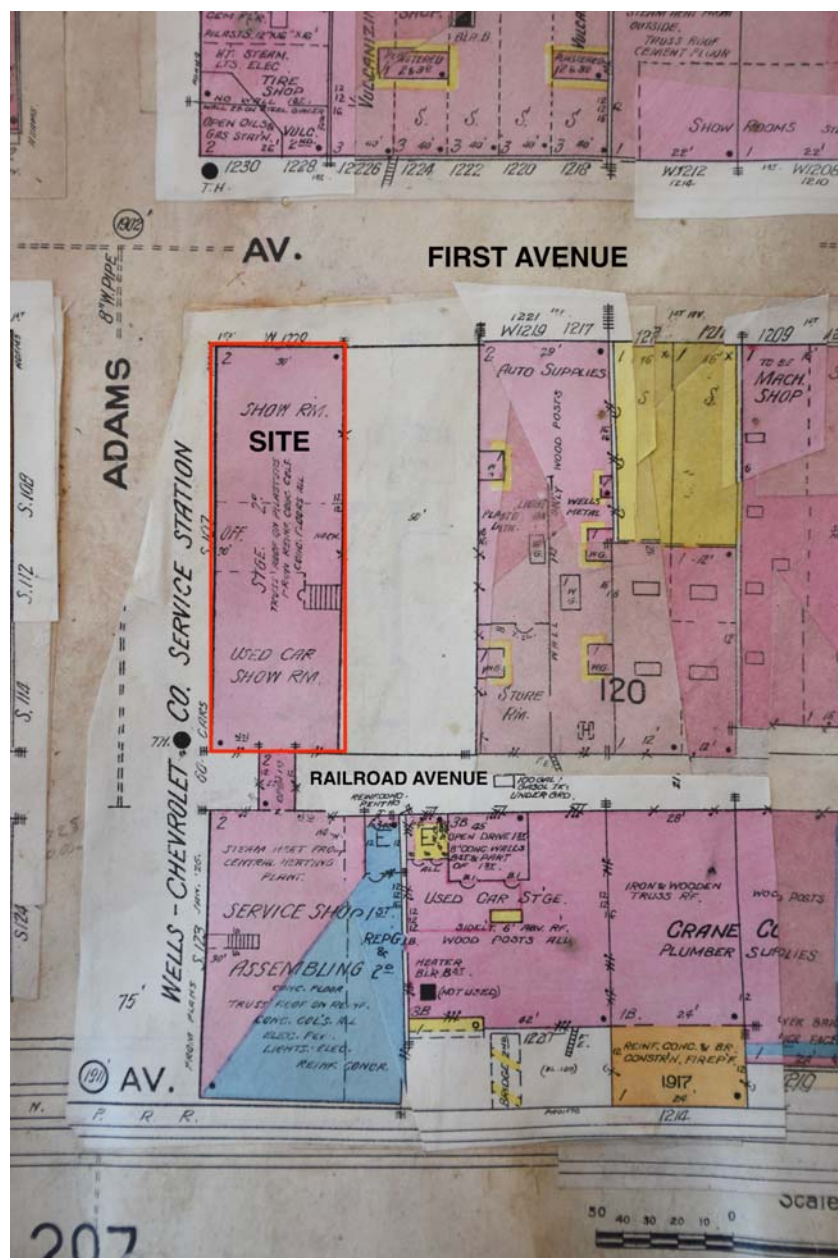
N
1" = 100'



Sanborn Insurance Map –1910– page 280

1229 WEST FIRST AVENUE
1910 SANBORN MAP

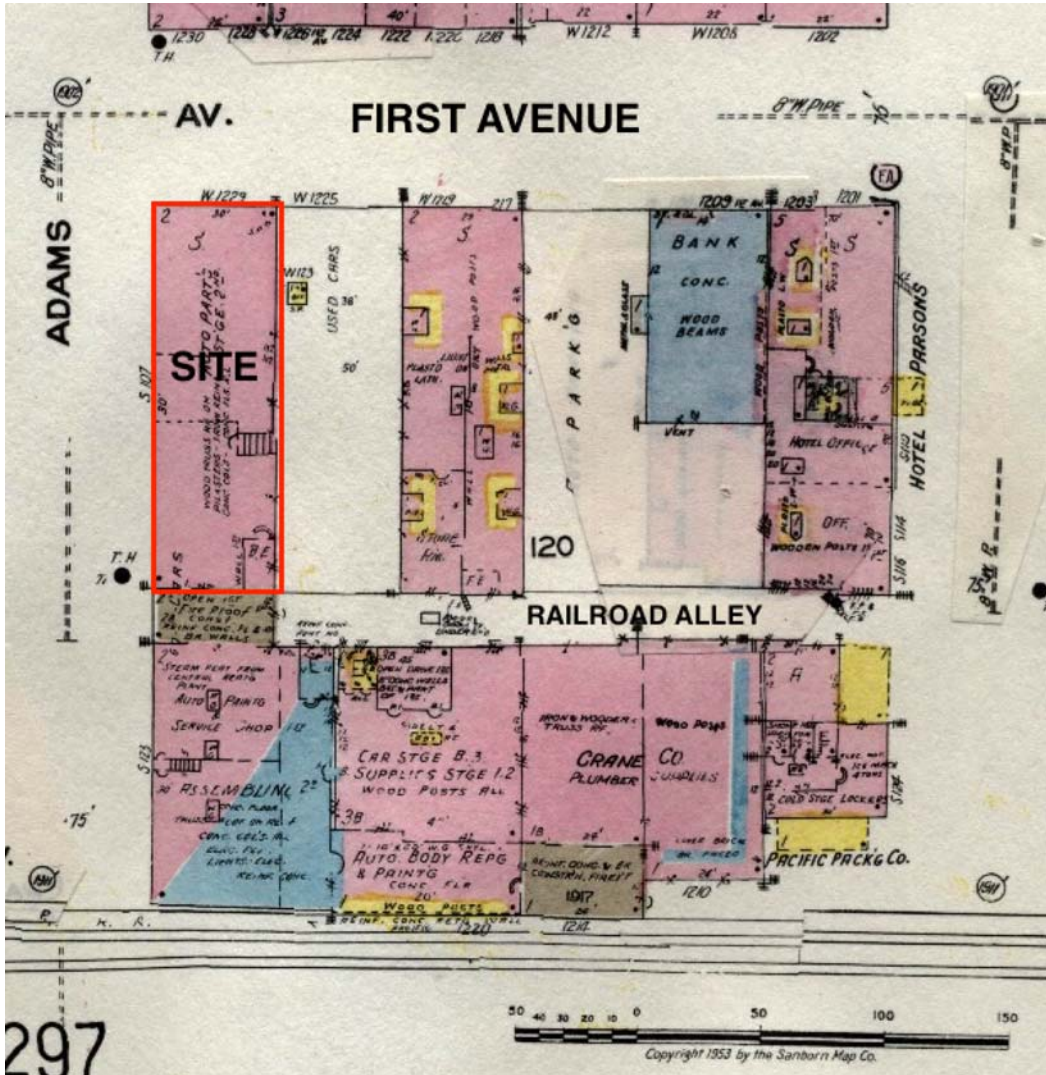
N
1" = 100'



Sanborn Insurance Map -1958- page 280

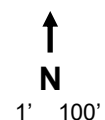
1229 WEST FIRST AVENUE
1928 SANBORN MAP

N
1' 100'



Sanborn Insurance Map -1958- page 280

1229 WEST FIRST AVENUE
1958 SANBORN MAP





L87-1.31002-26 – Wells at First Avenue and Adams Street 1926



L87-1.30997.26 - Wells original west façade, 1926



L87-1.31001-26 - Wells 2nd floor looking north from south wall, 1926



L87-1.71092-52. Riegel Brothers Trucks 1952
(Shows reconfigured Service Entrance in West Façade)

THE CHRONICLE IS THE ONLY SPOKANE EVENING NEWSPAPER OWNED AND EDITED BY SPOKANE MEN

SECOND EDITION

Spokane Daily Chronicle

39TH YEAR. NO. 268.

26 PAGES

SPOKANE, WASH., THURSDAY, JULY 30, 1925.

PHONE MAIN 5678.

PRICE: THREE CENTS IN CITY, FIVE CENTS OUTSIDE OF CITY.

AUTO FIRM WILL ERECT BIG BUILDING

Hundred Fort Wright Soldiers to Aid in Flag Ceremony Friday

A flag ceremony for the placing of the first flag in the American Legion in a building under construction will be held at 10:30 tomorrow morning, under the direction of the local post of the American Legion. The ceremony will be held at the site of the new building, which is being erected on the corner of First and Adams streets. The building will be a two-story structure, and will be the new headquarters of the American Legion. The ceremony will be attended by a large number of soldiers from the Fort Wright post, who are being transferred to the new building. The building will be a fine example of modern architecture, and will be a credit to the city.

POOR CLARE SISTERS WILL HAVE NEW HOME

Catholic Order Will Spend \$50,000 on Herby and Princeton.

Forty thousand dollars will be spent by the Poor Clare sisters on the new building for their order in Herby and Princeton. The building will be a two-story structure, and will be the new headquarters of the order. The building will be a fine example of modern architecture, and will be a credit to the city. The building will be a fine example of modern architecture, and will be a credit to the city.

THEY DON'T LIKE "SKIN DISEASE"

LOCAL BUSINESSMEN, July 29. (AP)—A petition was being presented by residents of Spokane today requesting the city to prohibit the sale of "skin disease" medicine. The petition was presented to the city council, and the council is expected to take action on it soon. The petition was presented by a group of local businessmen, who are concerned about the health of their customers. They believe that the sale of "skin disease" medicine is a health hazard, and they want the city to prohibit it.

GROCERY STORES FORM COMBINE

Neighborhood Store Corporation Organized—Plan Advertising Campaign.

Neighborhood store corporation, a nonprofit, nonprofit concern, has been organized in Spokane and will begin an intensive advertising and educational campaign tomorrow. The corporation was organized by a group of local businessmen, who are concerned about the health of their customers. They believe that the sale of "skin disease" medicine is a health hazard, and they want the city to prohibit it.

EARTH TREMORS SHAKE 5 STATES

Kansas, Oklahoma, New Mexico, Texas and California Feel Jolts.

SPokane City, Mo., July 29. (AP)—Earth tremors of moderate intensity were felt in Kansas, Oklahoma, New Mexico and Texas today, but no property damage has been reported. The tremors were felt in the central part of the United States, and were caused by a series of small earthquakes. The tremors were felt in the central part of the United States, and were caused by a series of small earthquakes.

SEND WASSON

They Won't Allow Coffee

"BACKWARD—TIME IN YOUR FLIGHT"

Who Wouldn't Be Young Again and Frolic With Children's Home Kiddies in New Wading Pool



Children at the Spokane Children's Home, Henshaw and Euclid, are having the time of their lives when the Henshaw River Country Wading Pool was recently opened. The children photographer caught the children at play. The way some of the girls and boys are playing and frolic under water is a picture in themselves. As the picture shows, the pool was alive with wriggling bodies, splashing and laughing as the little "water bugs" splashed water over each other.

SWISS BOY SHOT BERKELEY WOMAN

Basel Lad Is Held for Murder of Mrs. Howard Bowen, Retired.

BERKELEY, California, July 29. (AP)—A young Swiss man was held today for the murder of Mrs. Howard Bowen, a retired woman. The man was found with a gun in his hand, and he was charged with the murder. The woman was shot in the back of the head, and she died. The man was arrested by the police, and he is now in custody.

Policies Are Ready

"I can trade one dollar for fifty worth of protection. I can do it today. These words are in the minds of thousands of Spokane residents today. The city is preparing to issue bonds to finance the construction of a new police station. The city is preparing to issue bonds to finance the construction of a new police station.

OLYMPIC BRIDGE SPAN COLLAPSED

Car With Two Men and Woman Hurled Into River—Escape Injuries.

ABERDEEN, Wash., July 29. (AP)—The Olympic bridge span collapsed today, and a car with two men and a woman was hurled into the river. The car was hurled into the river, and the people inside were saved. The bridge was a suspension bridge, and it was carrying a car with two men and a woman. The car was hurled into the river, and the people inside were saved.

SIXTEEN ARE KILLED IN RAILWAY SMASHUP

Accident Occurs at Tours, France—Train Jumped Tracks.

TOURS, France, July 29. (AP)—Sixteen people were killed today in a railway smashup in Tours, France. The train jumped the tracks, and it crashed into a building. The building was a school, and it was full of children. The train was carrying a large number of passengers, and it was traveling at a high speed. The train was carrying a large number of passengers, and it was traveling at a high speed.

WOODMEN PLAN FOR BIG PICNIC

Thousands of Them Will Go to Nat Sunday—Elaborate Program.

Thousands of them will go to Nat Sunday, an elaborate picnic program. The program will be held at a large park, and it will be a day of fun and games. The program will be held at a large park, and it will be a day of fun and games. The program will be held at a large park, and it will be a day of fun and games.

ELEVEN STRIKERS KILLED IN CHINA

Shooting Occurs Following Gathering of Mob in Canton.

CANTON, China, July 29. (AP)—Eleven strikers were killed today in a shooting in Canton, China. The strikers were gathered in a mob, and they were shot by the police. The police were trying to break up the mob, and they were shot. The police were trying to break up the mob, and they were shot.

BANKERS TIGHTEN PURSE STRINGS

They Won't Allow Coffee

They won't allow coffee. The bankers are tightening their purse strings, and they are not allowing coffee. The bankers are tightening their purse strings, and they are not allowing coffee. The bankers are tightening their purse strings, and they are not allowing coffee.

Wells Chevrolet Plan to Expend \$126,000 on New Structure at First and Adams—Ready October 1.

Plans for the construction of a two-story building and the renovation of the present building at First and Adams as the future home of the Wells Chevrolet company were announced today by C. H. Wells, president of the automobile concern. The building will be a two-story structure, and it will be a credit to the city. The building will be a fine example of modern architecture, and it will be a credit to the city.

INDICTED Percy Owen of Illinois, Dry Chief, Under Fire



Percy Owen, federal prohibition director of Illinois, is under indictment in Chicago following a series of charges of an alleged scandal. Owen is a prominent figure in the prohibition movement, and he is being charged with a series of offenses. Owen is a prominent figure in the prohibition movement, and he is being charged with a series of offenses.

WILMER ROOD, 73, KILLED BY FALL

Pioneer of District Fatally Hurt While Working at Foothills.

Falling from the roof of the Post Office building, Wilmer Rood, 73, was killed today. Rood was a pioneer in the district, and he was working on the roof of the Post Office building. Rood was a pioneer in the district, and he was working on the roof of the Post Office building.

THURSDAY, DECEMBER 31, 1925.

SPOKANE DAILY

AUTO SALESROOM

ALREADY IN USE

Wells-Chevrolet Home

Nearly Ready—Retain

Old Quarters.

The Wells-Chevrolet company is now using the salesroom of its new buildings at First and Adams and expects to occupy the entire space in these buildings in February, however, retaining its old location, W916 Second avenue, until March 1, according to James Whitelaw, assistant manager. The new buildings extend from First avenue to the Northern Pacific railway, being connected through an overhead passageway over the alley, and the investment will be about \$150,000, it is estimated.

To the rear of the large salesroom is a mezzanine floor where C. H. Wells, president and manager, has his private office. Offices are also provided on the mezzanine floor for the wholesale department manager and there is an assembly room for the sales staff.

Offices for Salesmen.

Under the mezzanine floor are offices for Mr. Whitelaw, the clerical staff and the salesmen. The rear part of the first floor of the building north of the alley is devoted to used car sales. The main portion of the floor is used for new car display, there being room for 11 models. Six 140-watt chandeliers provide adequate lighting.

The second floor of this building is to be used for new and used car storage. The upper floor of this building, south of the alley, is to be used for major service and repair operations. The roof of the building provides parking space and is within an inch of the level of freight car floors. Cars are unloaded from the box cars, driven across the roof to an elevator and serviced on the second floor, a great deal of time being saved by being adjacent to the overhead tracks.

Stalls for 25 Cars.

On the first floor of the southernmost building is the parts and accessory department and the service department, where quick service jobs are done. Stalls are provided for 25 cars. There are also shower baths for the mechanics in this part of the plant, and just off the alley are two car washing racks.

The building adjoining the railway viaduct is on ground leased from the Northern Pacific for 25 years, the building belonging to the Wells Chevrolet company. It is 15x185 feet in dimension. The other building is owned by Mrs. Mary J. McDevitt and is 156 by 50 feet in dimension.

The company has adopted as its slogan "The Heart of Auto Row" and this designation over a huge red heart has been placed prominently on one of the large windows facing First avenue.

Along Auto Row

NEW WELLS-CHEVROLET BUILDING PARTIALLY OCCUPIED



The partially completed Wells-Chevrolet building, First and Adams, is already being used for display and sales of new and used cars.

spent several days in Spokane visiting with Ahrens & Ahrens, local distributors.

Adds Used Car Lot.

George H. Koester & Co. have taken over two lots in the 1200 block on East Sprague avenue, adjoining their building, for storing used cars. The used car lots will be used jointly with the Spokane Nash Motor company.

CHRYSLER MEN

GO TO DETROIT

J. Blaine Snow, general manager of the Logan-Grant company, Chrysler distributors, with Clyde Warren of Wenatchee and Fred Sherman of Yakima, dealers, left this week for the company factory in Detroit to hear talks by Walter P. Chrysler and other head men of the company.

"One thousand distributors and agents from all parts of the country will attend the meeting," said Frank MacDonald, local salesmanager. Mr. Snow and his companions expect to return January 19.

ADVERTISING

ADVERTISING

ADVERTISING

A

New Year's Tip

For a pleasant, smooth

SDC-12/31/1925

THE SPOKESMAN-REVIEW, SPOKANE, WASH.

SUNDAY MORNING, MARCH 11, 1926.

3

First Solid Trainload of Automobiles Shipped to a Spokane Dealer by a Western Factory; Chevrolet Cars From Oakland

The train of 40 boxcars containing automobiles, which left last week on the Union Pacific viaduct over Hange, together to get the picture; Spokane from a western factory (Chevrolet at Oakland, Cal.), and came over the U. P. engineers, and is more than 100 by the Wells-Chevrolet company. A similar trainload is expected to arrive.

The viaduct is nearly 2000 feet in height in some places. The cars were unloaded here throughout the inland Empire and are being distributed to dealers about March 25, according to the company.

PETER PAN A PUBLISHER
 Peter Pan, the famous character, has been adopted by the House of Representatives for the purpose of the death of the nation's great frontiers of the world. The great frontiers of the world are the great frontiers of the world. The great frontiers of the world are the great frontiers of the world.

HORSE HOLDS OWN IN BERLIN
 From when horses in East Asia, the horse has been the horse of the world. The horse has been the horse of the world. The horse has been the horse of the world.

GENERAL ADVERTISING.
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S-R-4/16/1926

Port Five


1928 YEAR NO. 135

THE SPOKESMAN-REVIEW.

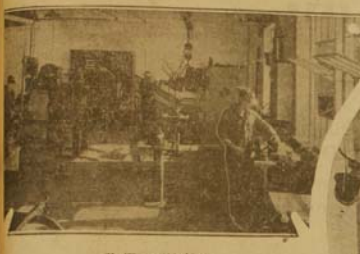
SUNDAY MORNING APRIL 15, 1928. SPokane, WASH.


Chevrolet Section

Wells Chevrolet Plant Will Hold "Open House" This Week.

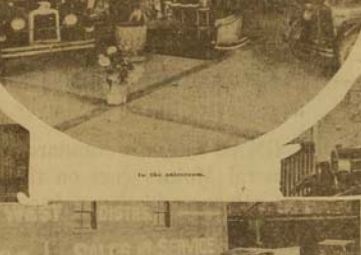



Left view of building. Right view of building.





The new car lot. The new car lot. The new car lot.


An exterior view of plant. An exterior view of plant. An exterior view of plant.

WELLS CHEVROLET COMPANY WILL HAVE HOUSE-WARMING THIS WEEK

Late Models on Exhibition in Its Modern Plant.

The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department. The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department. The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department.

C. H. WELLS HAS HUNG UP UNIQUE SALES RECORD WITH CHEVROLETS

Sold 19 Cars During First Month Here—415 in March.

The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department. The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department.

CHEVROLET SALES EXPERT TO COME

C. W. Fox Will Meet Spokane Fire-Community Plan Proves Satisfactory.

The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department. The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department.

PLAN TO RESELL 2000 USED CARS

Lee W. Bennett Directed Sale of 1500 Reconditioned Cars During 1928.

The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department. The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department.

REPAIR HEALTH OF FEEL

Engineers With Care For in Wells Chevrolet Plant.

The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department. The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department.

DAILY PARADE THIS WEEK

Spokane Parade Company Will Keep Parade Moving This Week.

The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department. The new plant will be at the corner of 1st and 1st, where the old plant was located. The new plant is a modern building, with a large showroom and a service department.



CAPTAIN C. H. WELLS
President

S-R-4/18/1926

for Economical Transportation



CHEVROLET

The
Coach

\$

645

f.o.b.
Flint,
Mich.



New Low Prices
Delivered Here

Touring . . .	\$632
Roadster . . .	627
Coupe . . .	799
Coach . . .	799
Sedan . . .	889
Landau . . .	921
1/2 Ton Truck .	485
1 Ton Truck .	650

(Chassis Only)

Carefully check the quality and equipment offered in the Improved Chevrolet Coach! Check it against any five-passenger closed car in the world! Know what its new low price really means!

Where else can you get for \$645 a five-passenger closed car with balloon tires, speedometer, fine Fisher body, Duco

finish, one-piece VV windshield, Alemite lubrication and other essentials to modern motoring!

Come in—note these many quality features—get a demonstration—experience the car's amazing performance—and then you will realize how much more it gives for \$645 than any other five-passenger closed car on the market today.

Ask for a Demonstration!

Effective at once Chevrolet buyers will be given the benefit of the recent tax reduction, although it does not become officially operative until March 29th

All Departments Now in New Location
HEART OF AUTO ROW

Why
Walk
?



**WELLS
CHEVROLET CO.**
FIRST AVE
AT ADAMS PHONE
MAIN 4364

Why
Wait
?

Used Cars S111 Adams Service and Parts S115 Adams

QUALITY AT LOW COST

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

04/13/2020

Date Rec'd

2/25/2020

Clerk's File #

OPR 2020-0376

Renews #**Submitting Dept**

HISTORIC PRESERVATION

Cross Ref #**Contact Name/Phone**

MEGAN DUVALL 625-6543

Project #**Contact E-Mail**

MDUVALL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0470- MYRTLE APARTMENTS NOMINATION TO THE SRHP

Agenda Wording

Recommendation to list the Myrtle Apartments, 1214 W Sprague Avenue, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Myrtle Apartments has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other**Division Director**

DUVALL, MEGAN

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lcamporeale@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

jchurchill@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Myrtle Apartments – 1214 W Sprague Avenue

FINDINGS OF FACT

1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Originally built in 1904, the Myrtle Apartments was doubled in size by a rear addition in 1913. The Myrtle Apartments meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- The Myrtle Apartment Building is significant under Spokane Register of Historic Places **Category A** as an early apartment building representing the residential movement beyond the city's central business district to adjacent neighborhood districts – in this case, the western edge of downtown.
- The building is also significant under **Category C** as an excellent example of early apartment architecture in Spokane that was redesigned by Cutter and Malmgren in 1914. Asian inspired flourishes, especially in the pressed tin cornice and detailed window boxes, set the building apart from more utilitarian designs.
- The "redesign" of the building from its 1904 configuration by adding a large rear addition as well as reworking the façade by Kirtland Cutter furthers the Myrtle's significance as a work by a master architect.

3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."

- The Myrtle Apartment Building is essentially unaltered from its 1914 redesign by architect, Kirtland Cutter. Few changes have occurred to the exterior of the building and it retains excellent architectural integrity in original location, design, materials, workmanship, and association.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Myrtle Apartments according to the appropriate criteria at a public hearing on 2/19/20 and recommends that the Myrtle Apartments be listed on the Spokane Register of Historic Places.

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

**LOT 7, BLOCK 27, RE-SURVEY AND ADDITION TO SPOKANE FALLS, AS PER MAP
FILED IN VOLUME A OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE
COUNTY, WASHINGTON.**

Parcel Number(s) 35183.1208, is governed by a Management Agreement between the City of Spokane and the Owner(s), Myrtle 21, LLC, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____



Dated: 2/3/20

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **February 2020**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Myrtle 21, LLC** (hereinafter "Owner(s)"), the owner of the property located at **1214 West Sprague Avenue, Spokane, WA 99201** commonly known as the **Myrtle Apartments** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

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

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

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

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

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

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

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

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

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

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


Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR



Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

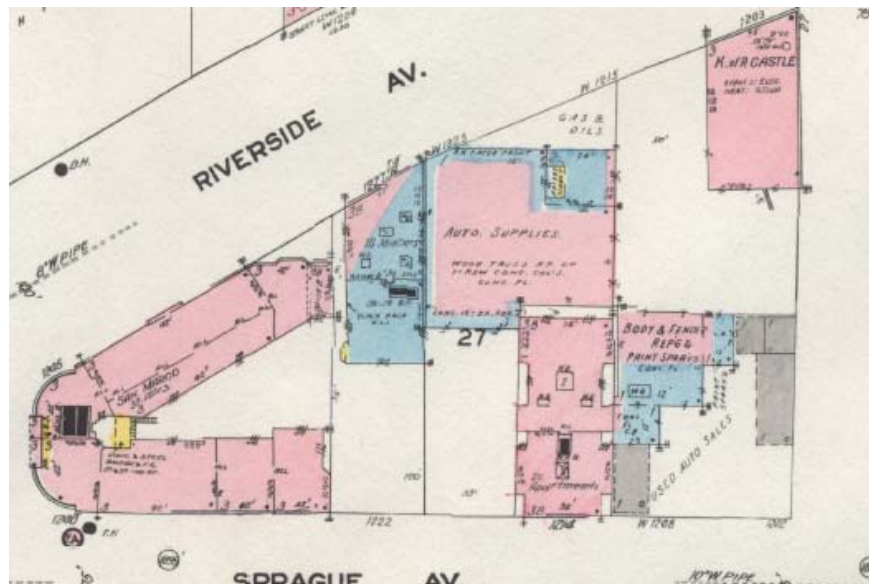
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity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

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



MYRTLE APARTMENTS

1224 WEST SPRAGUE AVENUE



SPOKANE REGISTER NOMINATION

1/28/2020

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Myrtle Apartments

And/Or Common Name: Myrtle Apartments

2. Location

Street & Number: 1214 West Sprague Avenue

City, State, Zip Code: Spokane, WA, 99201

Parcel Number: 35183.1208

3. Classification

Category

☒ building

☐ site

☐ structure

☐ object

Ownership

☐ public ☐ both

☒ private

Public Acquisition

☐ in process

☐ being considered

Status

☒ occupied

☐ work in progress

Accessible

☒ yes, restricted

☐ yes, unrestricted

☐ no

Present Use

☐ agricultural

☐ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☒ residential

☐ religious

☐ scientific

☐ transportation

☐ other

4. Owner of Property

Name: Myrtle 21, LLC

Street & Number: 502 West Riverside, STE 103

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: 509-217-5508/Chris@RenCorpRealty.com

5. Location of Legal Description

Courthouse, Registry of Deeds

Street Number:

City, State, Zip Code:

County:

Spokane County Courthouse

1116 West Broadway

Spokane, WA 99260

Spokane

6. Representation in Existing Surveys

Title: N/A

Date: Enter survey date if applicable

Depository for Survey Records:

☐ Federal ☐ State ☐ County ☐ Local

Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☐ excellent
- ☒ good
- ☐ fair
- ☐ deteriorated
- ☐ ruins
- ☐ unexposed

Check One

- ☒ unaltered
- ☐ altered

Check One

- ☒ original site
- ☐ moved & date _____

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

8. Spokane Register Criteria and Statement of Significance

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

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: Less than one
Verbal Boundary Description: RES&ADD SPOKANE FALLS L7 B27
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Jim Kolva, Owner
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1, Spokane, WA 99201
Telephone Number: 509-458-5517
E-mail Address: jim@jimkolvaassociates.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

Date of City Council/Board of County Commissioners' hearing: _____

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

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SUMMARY STATEMENT

The Myrtle apartment building is a three-story unreinforced buff brick structure that rises from a raised basement platform. The building was built in two steps, the first in 1904 and fronting along Sprague Avenue, and the second in 1913 as an addition to the rear that doubled the size. The symmetrically-arranged front façade is segmented with a central mass and end wings that are set far back from the front façade plane. The front elevation's central segment is divided into three bays, a centered entry bay with one window bay flanking each side. Short recessed wings extend to either side of the front façade, about five feet from the central front façade mass; and each contains a single window bay on each of the three upper floors and the basement (indentations along both sides allow light to enter the rear apartments). On the east side is a stairwell that provides access to a door into the basement. The centered round arch entry is defined by slightly projecting brick pilasters, topped with corbeled brick capitals, and corbeled arch extrados. The flat-arch windows are tripartite, divided by thick molded mullions into three sections, a middle section and half-width sidelights. The sash is one-over-one in each section. A pressed tin flower planter box is below each window opening. The building is terminated by broad bracketed cornice eaves supported by narrow scroll brackets above which is a crenelated parapet cap. The pressed tin cornice achieves a pagoda effect by flaring upward to a point at the corners. The roof is flat built-up tar composition.

DESCRIPTION OF PROPERTY

The Myrtle Apartment building, in the west end of downtown Spokane, is about three blocks west of the central business district. Block 27, in which it is located, is triangular with the apex on the west end formed by the merge of Riverside and Sprague avenues at Cedar Street. Riverside Avenue, a boulevard park strip, is the center of the Riverside Avenue National Register Historic District (1976). The Myrtle is in the historic district and a cluster of early 1900s apartment buildings. On the north side of the Sprague Avenue, the Myrtle faces south toward the KHQ Television building (2001) which occupies the entire block. Parking lots flank the east and west sides of the building. The San Marco Apartments (1904, NRHP) is west of the building and terminates the block with frontages along both Riverside Avenue and Sprague Avenue. To the rear (north) of the Myrtle, from west to east and fronting on the Riverside Avenue boulevard strip, are the San Marco Apartments, the Edwidge Apartments, the Riverside Court Condominiums (next to the north facade), and the former Knights of Pythias Hall (1911, NRHD) now occupied by NAC Architecture. The Edwidge, Knights of Pythias, San Marco, and Myrtle Apartments are listed as "Secondary Properties" in the Riverside Avenue National Register District.

Originally built in 1904 (Assessor file, 1906), the building received a three-story addition to the rear (north) in 1913. Façade drawings for the 1913 Cutter and Malmgren addition indicate that the front as originally built in 1904 was altered at the same time as the addition. Cutter and Malmgren appeared to have suggested some additional decorative elements to the 1904 façade, but only the elaborate cornice, window boxes and ironwork on the fire escapes were incorporated.

The footprint of the building is within the parcel boundary. Dimensions of the building are 50 feet in width and 104 feet in depth. The south end of the building is approximately five feet from the south property boundary. Five feet of the west wall of the northwest corner is adjacent to the wall of the Riverside Court condominiums which extends north and five feet beyond the south wall jogs to the east and leaves a five-foot gap between the two buildings.

The symmetrically-arranged front façade is segmented with a central mass and deeply recessed side wings. The front central segment is divided into three bays, a centered entry bay with one window bay flanking each side. The end wings are recessed about twelve feet from the front on each side and extend laterally about five feet from the central mass. Each wing contains a single window bay on each of the three upper floors and the basement. On the east side is a stairwell that provides access to a door into the basement. A wrought iron fire escape is in the corner on the west side.

The centered round arch of the main entry is defined by slightly projecting brick pilasters, a corbel brick capital, and corbeled extrados composed of vertical headers in three rows, and corbeled horizontal headers in two rows. Approached by four steps clad with terra cotta tile, the entry platform and entry doors are recessed in an alcove, about five feet inside the inner edge of the exterior wall which is 20 inches thick. Glazed white tile wainscoting faces the sides of the alcove. The door assembly consists of a single wood-frame glass panel door. A decorative brass kick plate extends up along the frame to include the entry latch hardware. "MYRTLE APTS. W. 1214 SPRAGUE" is lettered in gold leaf on the glass panel. Narrow, vertical glass sidelights flank the door frame, and above is a three-section transom window corresponding to the door and sidelights. The smaller end panels over the sidelights are leaded in a diamond pattern. A columnar brass lamp is suspended by chain from the ceiling to illuminate the open alcove.

The flat-arch windows are tripartite, divided by thick molded mullions into three sections, a middle section and half-width sidelights. The sash is one-over-one in each section. On the first-floor bays, the brick header sills are visible, but obscured by flower boxes on the second and third floor bays. The flat arches are formed by slightly projecting stepped brick voussoirs composed of two stacked stretchers in width. Pressed tin flower planter boxes are below each window opening. Brackets, aligned with the vertical moldings dividing the boxes into a wide middle panel and double end panels, extend from the wall to support the boxes. The box divisions correspond to the divisions of window frames above.

Brick quoins define the corners of the front façade's central mass. Projected slightly from the façade plane, the quoins alternate in width from two brick stretchers to one-and-one-half brick stretchers and four brick courses in height. A single brick course separates the quoins. The quoin pattern ascends from a slightly projecting brick water table course (on concrete foundation) and extends to the header course of the third-floor window arches.

The building is terminated by a richly detailed broad cornice eave supported by narrow compound scroll brackets. The brackets are in three segments, extend from a square block in the

wall and terminate beyond the eave edge in a slight curl. The pressed tin cornice achieves an Asian or pagoda effect by flaring upward to a point at the corners. Running from the edge of the eaves in a coved section of the roof cornice are square ribs that terminate in the molded coping topping the parapet wall. Four pairs of low pedestals, suggesting battlements, adorn the front of the wall section, one on each corner, and two equally spaced in between. Within the coved shaft is a square cavity within which is a raised circle. A square molding runs along the top of the parapet into the overreaching square platform of the pedestal.

West Façade

The west and east façades are essentially mirror images and each contains three indented jogs, of 4-feet-6-inches in depth, to allow light into the apartment units. The central mass of the front façade establishes the inside plane for the indentations and windows, while the setback wings establish the outside plane (on the property line) and the width of the rear of the building.

The southerly jog is visible as a recessed portion of the front façade, the next segment is a blank wall that jogs in to allow a single column of window openings on the face with one window in each of the facing wall sections, followed by another blank wall a wider jog that allows two double-bays, and the final blank wall section.

The west wall is divided into six segments with the rear five feet of the first and second stories covered by the Riverside Courts Condominium building corner. From the front of the building (south to the rear (north)), is the recessed blank wall of the central mass of the front façade, a wide blank wall section, a narrow, recessed wall section with single vertical window bays, a wider blank wall section, a wide recessed wall section with two paired window bays, and, at the end, a blank wall section. The portion of the building that includes the narrow and recessed window bay, and is constructed of buff-colored brick is the original 1905 building. The remainder of the building in red brick was constructed as an addition to the rear in 1913.

The basement and foundation of the 1905 front section is basalt, with concrete stucco over in the front façade and recessed side wings. The front section is pinkish-tone, buff-colored brick in a common bond with headers every eight courses (but some stretchers are included in these courses). Other than the front façade salient which terminates in a pressed tin cornice and coping assembly, the brick walls terminate in a two-course brick corbel with two rectangular chimneys set inside the corners about 30 inches. The chimneys are flush with the wall plane and extend about 18 inches above the wall. The chimney tops are finished with two projecting brick courses separated by a base course. In the top front corner is a quoin, corbeled wall termination, above which the front parapet wall rises and extends inward to join with the pressed tin roof assembly. Within the recessed 66-inch wall section is a column of single windows that ascend from the basement (light well) to the first, second, and third floors. The arches are flat within the brick field and the sills are composed of two corbel stretcher courses with the top extending beyond the jambs. The sash is double-hung one-over-one-light wood. Within the facing wall segments, one being the original building, and the other being the addition, are window bays that face each

other. These windows are taller than those facing outward by about twelve inches. The arches, segmental brick, are on the same level as the flat-arches windows, but the sills are lower.

In the 1913 rear section is a blank wall of red brick, then a wide recessed wall section within which are two paired window openings on each of the basement (light well) through third floors. The arches are flat, but with voussoired brick and the sills are a single course of vertical brick headers that extend beyond the jambs. The double-hung wood sash pair is separated with a thick wood mullion. The facing walls, like the front section, have a single column of window openings extending between the basement and third floors. They are slightly narrower in size but have the same sash configuration as the west-facing windows. The basement and foundation of the rear 1913 section are concrete. Like the front, the red brick rear section also has header courses every eight courses. The wall of the rear section is terminated by a concrete cap that wraps the top course of the brick. It is otherwise unadorned.

East Façade (side)

The east façade terminates about five feet south of the Riverside Court Condominiums which maintains a gap for the fire escape. A chainlink fence restricts access to the rear of the building. The façade is essentially the same as the west side with the following exceptions: the front wall segment, the projecting mass of the front façade is blank, but a stairwell descends to a basement door in the southern face of the projecting wing. A square wood sash window is in the basement wall and opens to the east. The blank wall of the projecting wing is painted cream color from grade to the tops of the two chimneys; the lower sections of the 1913 red brick walls are painted red to about the sills of the second floor windows.

Rear (North) Facade

The rear façade, facing north on to the rear of the Riverside Court Condominiums is flat with wrought iron fire escape centered in the wall that ascends from the basement light well to the third with a ladder to the roof. Seven window openings are on each of the three floors and basement. Because of the angle, narrow gap, and restriction of access, it is difficult to see the full façade. The west and east end bays contain a window pair similar to those of the side facades. Four single bays run between the paired sash opening. Sash is double-hung, one-over-one wood.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The existing building is essentially unaltered since the addition in 1913. The original building, the buff brick front half was constructed in 1904 by Maude M. Houle, the owner, and Henry Houle her brother as the contractor; the architect is unknown. The rear half was constructed by Martin Woldson with Cutter & Malmgren as architects in 1913. Plans by Cutter and Malmgren indicate that the front façade was redesigned and rebuilt with the following changes: first, the basic form, entry and window bays, arches and sash, and corner quoins were on the original façade; second, the front parapet wall was raised and provided the foundation for the addition of the existing galvanized iron cornice and brackets; third, the galvanized iron flower boxes were added; fourth the brick field was painted; the stairs to the basement on the southeast corner were revised; and finally, the iron fire escapes were added.

In any case, the building is virtually unchanged from the 1913 construction with the exception of sash detailing for the front facade. A 1943 Libby photo pictures the sidelights on the windows of the front facades with leaded glass in a diamond pattern. A larger colored glass diamond was in the lower middle of the window. That photo (black and white) also shows that the brick field of the front façade had been painted a dark color while the entry arch, planter boxes, and corner quoins were a lighter color. It appears that the arch was painted white and the quoins were buff brick. The National Register nomination for the Riverside Avenue Historic District described the building as painted the color white (1976).

The 1913 Cutter and Malmgren drawings showed galvanized iron lattices surrounding each of the window openings as well as the arched front entry. Those lattices were not included in the final design. Also, the battlements of the top of the front parapet wall where crested by spherical finials and are not extant. It is possible that these elements were never added to the façade. The lattices, at least, are not depicted in the 1943 Libby photograph. The planter boxes, however, are extant.

Interior

The recessed front entry alcove opens to a central hallway that divides the floor into two equal spaces, one apartment unit on each side. The floor plates are about 4800 square feet, and there are 21 units in the building – three units in the basement, and six units each in the first, second, and third floors. Entering on the south, the hallways run through the building to a fire exit on the north side. Immediately after the entry door are single doors on each side to the flanking front corner apartment units. A bank of mail boxes is on the east side and a few feet further is a cast iron radiator on the west side. About midway along the hallway of the original 1904 building, the walls bump out about two feet and continue to the juncture of the 1913 building and the walled stairway to the second floor. On the west side of the hallway is an angled end wall with a fire door that provides access to the straight run of carpeted steps. The hall jogs to the east along the stairwell, the jogs back to the west after the stair enclosure. A fire exit door is at the north end of the hallway. Essentially, the plan is rectangular with indentations for allowance of light to enter the side units, also known as a dumbbell plan.

The wood strip floor is clad with carpet. Carpet also covers the ascending steps. Walls and ceiling are plaster over lath. Wood trim details the base molding and bases of the door surrounds, chair rails, picture rails, and coved moldings at the juncture of the walls and ceilings. The doors are stained two-panel hardwood with a transom that is filled in with a painted wood panel.

As mentioned, near the mid-section of the building (in the 1913 addition) is a walled stairway that ascends from south to north to the second floor. The wooden steps are carpeted. Wood baseboard molding, chair rails and picture moldings, and wood spindle newel posts and molded handrail (attached to the wall without balusters) detail the stairs.

The second floor configuration is similar to the first with a central hallway, single apartment units on each side, and a stairway to the third floor, ascending south-to-north. The central hallway

terminates in a fire escape window at the north end and a blank wall at the south end. Doors at the end of the hallway walls provide access to the front corner units.

The third floor is configured with a lightwell at the top of the stairs. A skylight is above the balustraded lightwell and allows light into the second floor below. On the southside of the balustraded lightwell are doors to utility closets and apartment units. There also appears to be an interior window to bring more light into the apartment units. The hallway walls narrow at the south end (1904 building) as the apartment units on both sides extend out about three feet. The hallway terminates in a blank wall with doors to the southeast and southwest corner apartments opening to the widened hallway and facing each other.

The apartments vary somewhat in size and room configuration, but they include a living room, a kitchen, and a bedroom with walk-in closet (Unit 32 was viewed by the author). The kitchen consists of base and upper cabinets, a sink, a gas range and a refrigerator. Typical bathrooms consist of a tub with shower, sink and toilet. Kitchen and bathroom floors are covered with linoleum, and the dining, living and bedrooms are hardwood or carpet. Moldings are relatively simple and include painted wood baseboard, doors and windows, and picture rails. Cast iron radiators remain in place, but a wall-mounted heating/cooling unit is in each living room.

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance:

A – Broad Patterns of Spokane History
C - Architecture

Significant Dates: 1904, 1913
Period of Significance: 1904 -1913
Architect: Unknown for 1904 portion; Cutter & Malmgren for 1913
Building Developer: Maude Houle for 1904 portion and Martin Woldson for the rear, 1913 portion.
Building Contractor: Henry Houle for the 1904 front portion; N. Norman for 1913 rear portion

SUMMARY STATEMENT

Significant under Category A – Broad Patterns of Spokane History

Constructed in 1904 and added on in 1913, the Myrtle Apartment building is eligible under Category A because it was initially constructed during the city's most significant period of growth, 1900 to 1910. As an early west downtown apartment building, it represents the residential movement beyond the city's central business district to adjacent neighborhood districts and beyond. Single room occupancy hotels, boarding houses, and lodgings dominated the types of housing built in the downtown from 1900 to 1920. In 1900, apartment buildings, as a distinct multi-family housing type, began appearing in downtown Spokane and moved to the edges of the business core and into Browne's Addition and the lower South Hill. The 1904 first phase of the Myrtle, followed the 1903 Riverside Apartments (and later to become the Edwidge Apartments), as one of the early apartment buildings in the west end of downtown. Its expansion in 1913 indicates a continuing demand for apartments in this neighborhood.

Significant under Category C – Architecture

The three-story buff brick building is a well-proportioned and nicely detailed apartment building that displays sophistication in design and use of quality materials with a bit of Asian flair. The façade is rich in its crisply detailed brickwork with corner quoins, voussoired window arches and frieze bracket tables, corbeled entry arch; and use of pressed tin for the window flower boxes and ornate projecting cornice. The compound eave brackets are lavishly articulated and are somewhat reminiscent of Thai temple roofs or Japanese pagodas. Cutter and Malmgren were the architects for the rear half of the building as well as a reworked front façade. The basic form of the 1904 building was the canvas to which a new parapet and cornice as well as flower planter boxes were added (proposed lattice work apparently not added). The flared cornice is characteristic of Cutter in using exotic elements from a world palette. The proposed addition of the lattice work shown on his plans for the Woldson building demonstrated an exuberant and artful approach to signifying richness and uniqueness. Likewise, the presence of the building after 1913 was that of a middle-to upper-middle-class residence.

Myrtle Apartments

The building is essentially unaltered from its original construction, including the original double-hung wood sash windows. A 1943 Libby photo, however, pictures the sidelights on the windows of the front facades with leaded glass in a diamond pattern. That photo (black and white) also indicates that the building had been painted. The Riverside Avenue Historic District nomination (1976) also states that the front façade was painted white in color.

The Myrtle Apartment building (and the Edwidge) is listed in the Riverside Avenue National Historic District as a “Secondary Property.”

STATEMENT OF SIGNIFICANCE**Chronology of the Development of the Myrtle Apartment Building****Historical Context**

The historical context for Spokane has been included in several National and Spokane Register nominations, including the Riverside Avenue National Historic District (Garrett & Potter, 1976) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus, the Spokane historic context discussion is abbreviated.

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

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

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

Generally, warehouses cropped up along the Northern Pacific rail corridor between the two alleys bracketing the tracks. In the blocks south of that warehouse district were shops and two-to-three-story apartment buildings and hotels. These apartment blocks ran along Second and Third

Myrtle Apartments

avenues, and the cross streets including Post, Howard, Stevens, and Washington as they advanced up the lower South Hill.

According to the United States Census, Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

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

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

In January 1905, *The Spokesman-Review* extolled the growth in Spokane. "BUILDING RECORD HERE UNEQUALED." F.E. Goodall Says Spokane Leads America In Construction—His Annual Address. [as president of the chamber of commerce]

Spokane leads all other cities of the United States of equal population in building activity. There were 1781 building permits issued for the year, having a total valuation of \$3,590,917, which surpasses any previous record.

The records for the past five years show 6090 new buildings with an estimated valuation amounting to \$10,133,688. Do you want to see a continuance of this remarkable growth? Then boost for Spokane and let your boosting be through the channel that will do the most good—the chamber of commerce.

The February 5, 1905 edition of *The Spokesman-Review* provided a map showing ownership of all the parcels – 686 ownerships - in downtown Spokane between Division and Adams streets, and Third to Ferry avenues. In an explanation of the map, the accompanying sidebar stated: "The map shows up wonderfully different to what it would have a few years ago, when the Hypotheekbank and other mortgage companies owned a very large part of the included district. Since that time they have disposed of nearly all their holdings, until the Hypotheekbank does not a piece of property on Riverside avenue east of Monroe street and only a few on Main avenue and Front avenue. Hypotheekbank, did however, own one lot in the block, along the north side of Riverside Avenue.

Indeed, Maude M. Houle, a widow, had purchased her lot in April 1904 from the Northwestern and Pacific Hypotheekbank, thus helping clean up the aforementioned late-1800s mortgage mess.

Myrtle Apartments

The Spokesman-Review celebrated its 25th anniversary (6/17/1909) with a major edition that showcased the birth of an inland empire and touted of the growth and prominence of Spokane, the capital of a region rich with mines, timber, and farmland, railroads and water power.

“SPOKANE GREATEST RAILROAD CENTER WEST OF THE MISSOURI”
“BIG LUMBER OPERATIONS IN THE INLAND NORTHWEST”
“OUTPUT OF MINES IS ENORMOUS

BUILDING OPERATIONS EXCEED \$8,000,000 (on banner)

“Permits Issued for First Five Months of 1909 Total 1497, for \$3,866,250, against 1303 for \$2,528,170 a Year Ago.”

A list of some 32 individual buildings and building corridors were listed as either under construction or to be started in 1909 with a total cost of \$8,000,000. Prominent buildings listed in the article included: Old National Bank, Davenport Hotel, Acme Portland Cement Plant, E.H. Stanton & Co. Packing Plant, Spokane Club, Washington Water Power Company, W.E. Parsons Building, Dry Goods Realty Building, North Monroe district buildings, new flats and apartment houses, and new dwellings (estimated at 2000 new homes at an average of \$1100 each).

“The estimate of \$590,000 to cover the cost of new flat buildings is conservative, as will appear from the fact that it was reached by allowing 25 flats to be built at a cost of \$23,500 each. This is conservative both as to number and cost. There are probably 25 flats now building, while many more will be started this year, and the cost will probably average easily \$25,000 each.”

In its August 1, 1909 Sunday edition, *The Spokesman-Review* reported:

“BUILDING PERMITS GAIN 48.5 PER CENT
First Seven Months Up to Within \$750,000 of Entire 1908 Total
YEAR TO DATE, \$5,150,530
Number to Date Is 1969 Against 1807 for Same Period Last Year.

Building permits for the first seven months of 1909 are 48.6 per cent greater than for the first seven months of 1908 and are within \$750,000 of the total for last year.

Already a total of \$5,150,530 in permits has been taken out. While for all of last year the total was \$5,927,548.

For the first seven months of last year the total permits amounted to \$3,456,840. This year to date shows an increase of \$1,684,690, or 48.6 per cent.

The number of permits issued the first seven months this year is 1969, as against 1807 for the same period last year, a gain of 162 permits, or 9 percent. The fact that the increase in cost is much greater than the increase in number of permits shows that more expensive and larger buildings are being erected this year.

July shows a substantial gain over July of last year. The total for the month just past is 211 permits, amounting to \$683,110, while for July last year 182 permits were taken out at an estimated cost of \$433,560. This is a gain of \$149,440, or 15 per cent. Every month this year has made a substantial gain over the corresponding month last year.

Myrtle Apartments

Spokane was booming; workers were streaming to the city on the rails. The population had exploded from 19,992 in 1890 to 36,848 in 1900, and 104,402 in 1910. The downtown blocks surrounding the business core were being converted from wood frame dwellings to three- and four-story brick hotels with businesses on the street level and residences above. Most all of these residential buildings were single room occupant hotels (or SROs). They were built quickly and simply for the influx of workers coming into Spokane. The regional industries such as mining, lumber, and agriculture sent their laborers into downtown Spokane when the work season ended. These SROs were typically a single room in which the resident lived and slept. In some buildings, the rooms had a sink and closet, but in most all the bathrooms with toilet and tub were down the hall. There were no cooking facilities—no kitchen, so the residents would frequent the restaurants, cafes, or saloons along the network of streets that made Spokane.

These hotels catered to the lower income strata of Spokane society. Middle income and families typically resided in single-family dwellings that spread out from the center. Apartments in which the flats or suites of rooms contained a bathroom, a kitchen, parlor, and bedroom, were not even listed as a category in the city Polk directory until 1901; and in that edition only four buildings were categorized as apartments: the Blalock, the Lindelle, the Metropole, and the Montvale, all in the downtown core. Both the Blalock and the Lindelle were built in 1890, the Montvale in 1899, and the Metropole in 1901. Also containing apartments prior to the 1901 Polk listing included the Whitten Block (1890) and the Felix Block (1900).

Indeed, in the 1900 Polk directory, multi-unit residences in Spokane were under the following categories: Boarding House, Furnished Rooms, Hotels, and Lodging Houses. Apartment Houses were not listed as a category until the 1901 directory. In 1900 36,848 people resided in Spokane. To house the newly arrived and itinerant population Polk listed in its business directory 21 boarding houses, 118 furnished rooms, 22 hotels and 46 lodging houses. There were, however, crossovers among the three categories.

In 1903, the year the Riverside Apartments were built (later rebuilt and enlarged as the Edwidge in 1912) the Polk classified directory listed eight apartment buildings: Blalock Block, Chemical Block, Felix Block, The Lindelle, Metropole Apts., Montvale Block, Riverside Apts., and The Victor. In 1905 Polk listed nineteen apartment buildings, including for the first time, the Ammann (1904), Buena Vista (1905), and Vallamont (1905). The San Marco was also built in 1904.

The cluster of apartments along Riverside and Sprague between Jefferson and Cedar streets built between 1903 and 1905 included several of those listed above: The Riverside (Edwidge), Ammann, San Marco, Buena Vista, Vallamont, and Myrtle (not named so until 1911).

By 1910 when the population of Spokane soared to 104,402, the number of accommodations jumped accordingly, and Polk listed in its classified pages: Apartments 97; Boarding Houses, 39; Furnished Rooms, 305; Hotels, 126; and Lodging Houses, 68. Most all of the hotels were downtown. (As with the 1900 classified pages, there was some crossover among the housing types.) Although several apartment buildings were downtown and at the western edge along Riverside Avenue, most were moving to the fringe, particularly the lower south hill, Browne's Addition, and the streetcar route along Monroe Street.

Apartments and apartment houses provided rooms or suites of rooms for longer durations and accommodated families and couples as well single men and women. Apartments were contained

Myrtle Apartments

in commercial buildings with residential and office space as and in structures devoted primarily to residential use. Income production was the primary function of either type of building

“The absence of a private kitchen separates hotels from apartments. By 1900, lawyers [in defining apartments] used the cooking area and the presence of a private bathroom for each unit to distinguish the more socially proper apartment from the less proper tenement. The terms usually stipulate that “families living independently of one another and doing their own cooking” in buildings for three or more households are living in apartments and not in hotels.” (Groth, 1994).

These would have included the earliest apartments in Spokane: the Metropole, the Montvale, Breslin, and Lindelle. These were downtown buildings that had commercial uses on the ground floor, like the SROs or hotels, but also provided units with bath and kitchen within the suite of rooms. The apartment buildings were typically two to four stories in height, contained multiple residential units and used a variety of floor plans. Smaller buildings on narrower lots such as the Fifth Avenue Flats, the Edwidge, the Myrtle, the Ammann, for example, used a centered entry on the fronting street with an entry foyer, central “double-loaded” corridor with apartment units on each side, and a stairway, either open or walled to the basement, second and third floors. As stated above, apartments had kitchens as well as private bathrooms, and perhaps a living room or more than one bedroom. The use of brick, stone and terra cotta and employment of classical elements such as round-arch entries, distinctive sills, window heads, and belt courses, corner quoins, prominent entablatures and cornices, typically of pressed tin, conveyed a stately and prominent look that catered to the middle-to-upper-middle class resident, singles as well as families.

Significant as a distinctive early-1900s Spokane middle-to-upper-middle class apartment building, the Myrtle Apartments is a three-story buff brick building with a central, slightly raised street-level entry along Sprague Avenue. Brick quoins, voussoired flat window arches, pressed tin window boxes, and an elaborate, and somewhat exotic faired cornice attract the eye and convey a sense of quality. The recessed entry porch is accessed through a semi-circular arch entry detailed with a corbel extrados and capital to a small vestibule with immediate access to an open ascending stairwell along the west wall and a central double-loaded hallway (one room on each side). A living room and bedroom, bathroom and kitchen were included in each unit. This pattern is the same for the first, second, and third floors. The basement contains a furnace room, laundry room, storage rooms, and currently unoccupied apartment units. Doors at the north end provide access to the fire escape on the rear of the building.

Development of the Myrtle Apartments and Edwidge Apartments Block

The block on which the Myrtle and its neighbor, the Edwidge, reside is unique in downtown Spokane for its triangular shape resulting from the merge of the park strip of Riverside Avenue and Sprague Avenue at Cedar Street. Jefferson Street forms the eastern bounding. Riverside is a boulevard street and the foundation of the Riverside Avenue National Historic District.

The 1889 Sanborn Insurance Map shows that the block in which the subject building is located was occupied by the Unitarian Church at the southeast corner of Sprague and Jefferson, the M.E. Church on Sprague near mid-block. Two vacant lots and a lot with two dwellings were between the churches. The rounded apex parcel west of the ME Church was undeveloped. Fronting to the north along Riverside near mid-block was a dwelling and on the future Edwidge lot, a foundation. The parcels to the east were undeveloped.

Myrtle Apartments

In the next year, 1890, "Holderman's Livery" fronted on Riverside, two parcels east of the future Edwidge site and adjacent to the north boundary of the future Myrtle site.

The 1902 Sanborn depicted the Myrtle site as vacant and the Edwidge site without the foundation. New buildings were on the block: the three parcels east of the Edwidge site included a "Hearse & Buggy Ho.," the "Riverside Livery, feed and sales stables," and a wagon shed in the northeast corner. Two dwellings now occupied the parcel adjacent to the west of the M.E. Church.

The 1910 Sanborn shows a significant transition had taken place on the block after 1902. The west end of the block was now occupied by the three-story brick San Marco apartment building (1905, NRHD), that in a "V" floor plan, occupied frontages on both Sprague Avenue and Riverside Avenue. To the east, and fronting on Riverside, was the two-story wood frame Riverside Apartments (1903, future Edwidge). A six-foot walkway separated the two buildings. The parcel east of the future Edwidge was undeveloped; a wagon shed and a livery were in the next two lots, and a "Lodge Hall" (Knights of Pythias, 1911) was depicted on the northeast corner of the block "from plans." Along Sprague Avenue, the "1st Unitarian Church" remained on the southeast corner of the block and 50 feet east was a three-story brick apartment building (built in 1904, that would become the Myrtle). Adjacent to the west of the future Myrtle were two dwelling units and filling in the lot between the dwellings and San Marco was a three-story brick apartment building.

The 1928 update to the 1910 Sanborn Map showed The Myrtle Apartments, occupied the entire lot, the three-story brick rear section added in 1913. The two dwellings west of the Myrtle were removed and the apartments to the west remained. The three-story brick and concrete Edwidge Apartments that had replaced the fire-damaged Riverside Apartments in 1912. The lot to the east remained vacant, and a one-story brick garage occupied the next lot. The "K. of P. Castle" with open land on its west and south sides occupied the northeast corner of the block. On the southeast corner of the block two masonry buildings, one labeled "Autos" in the northwest corner of the parcel and a small building "Off." in the southeast corner replaced the church.

The 1958 Sanborn map indicated the following changes to the block: the three-story apartment building south of the Edwidge was removed and the two adjacent lots between the Edwidge and Myrtle apartment buildings were vacant (parking lot); the two lots adjacent to the east were now occupied by a service station and auto supply shop. The lot in the southeast corner of the block was occupied by a cluster of auto repair buildings and used auto sales.

The Myrtle Apartments, 1214 West Sprague Avenue

The property on which the Myrtle Apartments was constructed was purchased by Maude M. Houle by warranty deed, April 8, 1904 from the Northwest and Pacific Hypotheekbank for \$4,000. (The previous owner had defaulted on a loan in 1895, thereby conveying the property to the Hypotheekbank.) The lot was undeveloped. Maude hired her brother-in-law Henry Houle to construct the three-story apartment building.

The Spokesman-Review would report on April 7, 1904:

For Apartment House

The Hypotheekbank has sold Mrs. Maud [sic] E. Houle of New York City a lot 50x100 feet on the north side of Sprague avenue, between Jefferson and Adams streets for \$4000. Mrs. Maud E. Houle of New York City a lot, 50 x 100 feet, on the north side of Sprague avenue, between Jefferson and Adams streets for \$4000.

Myrtle Apartments

The property is two lots east of the one upon which George C. Becks has started his \$70,000 apartment house [San Marco]. Mrs. Houle says she expects to build a \$20,000 apartment house upon her property. It will be a three-story brick building and will be built by Abraham Houle of this city.

The building permit, dated April 8 1904, was issued to builder Henry Houle with a value of \$12,000. The new building occupied the front half of the lot. (S-R. p8:2)

Mrs. Houle was residing in Missoula at the time of the land purchase. She had been recently widowed when her husband Frank Houle passed away of heart failure at their home in Missoula. At the time of death, Mr. Houle was 47 years old, and Maude, 25 years. It was reported in *The Missoulian* of January 14, 1904, that Mr. Houle left a considerable estate and was "quite extensively known in western Montana and the Coeur d'Alene section of Idaho as a mining man." Prior to moving to Missoula two years before, Houle had resided in Wallace where he was a member of the Masonic Lodge. His brother Abraham was a contractor in Spokane. According to *The Missoulian*, Houle's body would be transported by rail to St. Louis, his home town, for burial.

As reported in *The Missoulian* on February 3, 1904, Mrs. Maude Houle was named as Administratrix of her husband's considerable estate. The estate consisted of land, insurance policies, 35,000 shares in Herein-Houle Gold mining company, 178,223 shares in Golden Standard Mining company, 2, [] 50 shares in Golden Cross and Eagle mining company of New Mexico and [?],000 shares in De Borgia Copper Mining company.

The year 1904 would become busier for Maude; not only did she have a building being built in Spokane, in August she got married in St. Louis, her hometown. According to *The Anaconda Standard* (the news of the marriage was also published in St. Louis and Missoula):

**MRS. MAUDE HOULE MARRIED IN ST. LOUIS
CHICAGOAN WINS BEAUTIFUL YOUNG WIDOW OF MISSOULA
FALLS IN LOVE ON BEAR HUNT**

**Pretty romance begun in Montana ends in a quiet wedding in the World's Fair
city—Couple will reside in Treasure state.**

Special Dispatch to the Standard

St. Louis, Aug. 17--A pretty romance culminated in St. Louis yesterday afternoon when Mrs. Maude M. Houle, a beautiful young widow of Missoula Mont., was married to Leo L. Dean of Chicago, a popular young club man. The wedding was a surprise to the relatives and friends of both bride and groom." ...

Dean was introduced to Mrs. Houle at the home of a friend in Missoula when he was in Montana on a bear hunting expedition, and he fell an immediate victim to Cupid's prowess. So ardent was his wooing that before his return to Chicago, there had been a mutual understanding, if not an actual engagement. ...

In 1905 there were 19 apartment buildings listed in Polk, including for the first time, the San Marco, Ammann, Buena Vista, and Vallamont.

The work of Cupid was undone in 1906, when Maude M. Dean again became Mrs. Maude M. Houle as granted by Judge Cary of Colville in the Spokane County Courthouse on March 30th. "Divorce Day in the Courts," as reported by the *Spokane Chronicle*, reported the granting of freedom by the presiding judges.

Myrtle Apartments

In a short clip on September 24, 1907, *The Spokesman-Review* noted that Mrs. Maude M. Houle and mother, Mrs. Hunnegin, left the city yesterday for California, where they will spend a few weeks. Mrs. Houle recently returned from New York.

On May 28, 1908, Martin Woldson purchased by warranty deed, the apartment building from Ms. Houle for the sum of \$27,000. The sale was reported on May 29th by *The Spokesman-Review*: (p8:3)

**PAYS \$27,000 FOR FLAT ON SPRAGUE
MONTANA MAN PURCHASES PROPERTY EAST OF SAN MARCO FROM MRS. M.
H. HOULE. [sic]
MONTHLY RENTAL IS \$260
Pays 11.5 Per Cent Gross on Purchase Price—Contains Six Suites and Occupies Lot
50x110.**

William Woldson [sic], from Montana, has bought the three-story brick apartment house, owned by Mrs. Maude M. Houle on the north side of Sprague avenue, between Jefferson and Madison streets, for \$27,000. The flat occupies one lot, 50 x 110 feet.

Mrs. Houle built the apartment house three years ago. It is strictly modern and contains six suites. There is a full basement, and the suites are heated by hot water. The property is described at lot 7, block 27, resurvey and addition. It is 100 feet east of the San Marco apartment house.

The monthly rental on the property is \$260, or \$3120 a year. On this rental basis it pays 11.5 percent gross on the purchase price, and about 9 percent net. The deal was for cash.

Mrs. Houle continued to reside in her apartment building and in the next year invested in a new apartment building in Pittsburg, PA. *American Architect and Architecture*, vol. 95, February 24, 1909. P16. Pittsburg, PA. "Mrs. Maude M. Houle, of Spokane, Wash. Is going to have a \$60,000 apartment house built on Homewood Avenue, near Penn Avenue. The matter is in charge of her attorney here, J. W Prescott, under whose direction plans of the structure are being drawn by Architect H. D. Gilchrist."

On February 21, 1909 (Part 3p1:3-5) *The Spokesman-Review* reported the new apartment building Mrs. Houle would build in Pittsburg and included a rendering with an inset photo of Mrs. Houle: **"Flats Mrs. Maude M. Houle of Spokane Will Build in Pittsburg, Pa."**

A Spokane woman, Mrs. Maude M. Houle, of 1214 Sprague avenue, will build a \$100,000 apartment house in the fashionable residence district of Pittsburg, Pa. The above illustration shows the original plans for the flats with Mrs. Houle's picture inset. This plan, however, has not been enlarged to five stories and will contain 16 suites of six rooms each.

Tall and graceful with light golden hair and still girlish in appearance, beautiful Mrs. Houle has been a widow for five years. Her husband was the late Frank Houle of Missoula, Mont., one of the owners of the Heverin-Houle copper mine in the Harvey creek district, which was sold for a big fortune.

After the death of her husband, Mrs. Houle came to Spokane and built the three story flats, where she now lives, at 1214 Sprague avenue. This property was sold in May of last year to Martin Woldson of Helena, Mont., for \$27,000. The ground is 50X110 feet. Hrs. Houle still retains a suite in the flats. Her mother lives with her. ... [article describes planned building.] "I did not decide to invest in Pittsburg because I have lost faith in

Myrtle Apartments

Spokane.” Said Mrs. Houle, speaking of her plans, “but I can realize a bigger income out of the building than I could here.” ...

Martin Woldson, of Caughren & Woldson, was first listed in the 1909 Polk directory with his residence at the Halladay. Woldson also had a matrimonial bout in the courts when he was sued for breach of promise. *The Spokesman-Review* reported on June 17, 1909, “WOMAN SUES SPOKANE MAN” “Demands \$25,000 for Alleged Breach of Promise.”

Edwidge Milot of Helena has brought a \$25,000 breach of promise suit against Martin Woldson of Spokane in the district court here.

She avers that he first asked her to marry him in 1905 and that the date of the wedding was set, but that he has postponed it time and again until now the plaintiff avers he does not intend to marry her.

The 1910 Census of the United States enumerated the “30-year old” Martin Woldson residing at 1628 Ninth Avenue with his 25-year old bride, Edwidge, and one-month old daughter, Myrtle. Apparently, the breach of promise suit precipitated a marriage and resulted in a daughter. [Note that the 1940 Census listed Martin as 75 years old with a birth date of 1864, which is correct. Thus, he should have been 45 years old in 1910, much older than his wife.]

On March 22, 1913 a building permit to Martin Woldson, owner; N. Norman, builder; and Cutter & Malmgren, architects for an apartment house addition with a value of \$25,000. *The Spokesman-Review* reported on March 23, 1913: (p6:3)

“NEW \$25,000 APARTMENT HOUSE”

“Martin Woldson to Build on Sprague, Near Jefferson.

“One of the largest building permits of the week was issued yesterday to Martin Woldson of the contracting firm of Caughrey & Woldson, being for an apartment house on Sprague avenue. The plans call for a three-story brick structure at 1214 Sprague avenue, to cost \$25,000. The property on which the building is to be erected is described as lot 7, block 27, Resurvey addition, owned by Mr. Woldson. It is located between Jefferson street and the intersection of Riverside and Sprague avenues, on the north side of the latter thoroughfare.”

The 1910 Polk Directory listed 97 apartment buildings, but the Riverside, Edwidge and Myrtle were not listed; nor were they listed in 1911 and 1912.

The Myrtle was first listed in the classified section of the Polk Directory under apartments in 1914, following the Edwidge in 1913. In 1916-1920, Woldson, Martin (Edwidge) was listed at S. 903 Adams Street as “v-pres. of the Scandinavian-Am Bank, pres. Gen. Const. Co. rr contr., 444 Peyton Bldg.”

On January 22, 1919, Martin Woldson deeded several parcels to Edwidge Woldson. Among those parcels were Lot 5 (northern half) Block 27 (Edwidge Apartments) and Lot 7 in Block 26 (Myrtle Apartments).

An advertisement for ELECTRO-KOLD electric refrigerators in the September 27, 1927 edition of *The Spokesman-Review* announced that Mr. Martin Woldson, owner, and The Old National Bank and Union Trust Company, agents for the Myrtle Apartments, the Nygreen Apartments, and the Edwidge Apartments selected ELECTRO-KOLD to furnish their apartments.

The *Spokane Daily Chronicle* alerted readers with a double line banner “**TEN PERSONS RESCUED FROM CITY APARTMENT**” on January 24, 1935. *The Spokesman-Review* would also report the story of the fire at the Myrtle the next day.

The *Spokesman-Review* of January 25, 1935 reported: “**DOZEN RESCUED FROM FIRE HERE.**” “Firemen Take 10 From Upper Floors of Apartment Out by Ladders”. Apparently, the blaze had started in the basement and the flames threatened the upper apartment floors. Although the fire was contained to the basement, smoke filled the corridors and cut off avenues of escape. Ladders rescued eight from the upper floors and “heroic” firemen guided two out of the smoke-filled basement. The apartment’s 22 units were all occupied. The fire was attributed to a careless tenant who had gone to the locker room in the night.

On May 26, 1939, a trust agreement was executed between Martin Woldson and Edwidge L. Woldson, husband and wife, in favor of Myrtle Woldson and Frances Woldson. Upon the death of Martin Woldson as trustee, the Seattle-First National Bank would become the successor trustee. This agreement applied to two specifically listed properties, the Idaho Block and the Breslin Apartments; as well as “other property which may be added as hereinafter provided, and all of which shall be known as the Trust Estate.”

Maude M. Houle

In April 1898, Maude Houle’s name first appeared in print when the *St. Louis Globe-Democrat* revealed that she had filed a divorce suit against her husband Frank Houle. “She relates that he found fault with here, that he would not allow her to visit or receive her relatives. She also wants custody of a child.” They had been married since November 1896 [Frank Houle, a contractor and former resident of Stevens Point, WI was residing in St. Louis when he divorced his first wife Mary in the month of October 1896].

In the late 1890s, Frank was involved in mining endeavors in Montana and Northern Idaho. Several articles place him and Maude in Wallace, Idaho. An October 1902 article in *The Spokesman-Review* reported that Frank Houle, manager and president of the Gold Standard Mining Company of Wallace, accompanied by his wife and little son, would soon be departing for San Francisco to purchase a hydraulic elevator for his mine at Pony Gulch. After completion of business in San Francisco he was planning to take his family back east for the winter. [It is not known if back east meant St. Louis or New York.]

The Houles did not return to a home in Wallace, but moved instead to Missoula where Frank owned property and was involved in other mining ventures. Frank died unexpectedly at home in January 1904, leaving behind Maude and their six-year old son, Freddie. Frank’s body was sent by rail to St. Louis where he was interned. On May 29, 1904, a snippet in *The Missoulian* reported that Mrs. Frank Houle had returned from St. Louis. But, during that time she had also been buying real estate in Spokane.

Mrs. Maude Houle, “of New York City,” was first reported in Spokane in April 1904 as purchasing a lot on Sprague and Jefferson with the intent of building an apartment house. The newly widowed Maude was only 25 years old and gained extensive wealth from her husband’s estate. Apparently, she was also attractive and termed in the local press as a beautiful young widow, tall and graceful with light golden hair--and a rich one at that.

Myrtle Apartments

Frank had two brothers Abraham and Henry Houle were building contractors in Spokane and would build Maude's new apartment building in Spokane [Houles built the Crest Hotel along Riverside Avenue on the steep slopes overlooking Peaceful Valley, razed 1972; and the former Helen Apartments (1911 SRHP), among others in downtown Spokane].

Life moved quickly for Maude, and besides building her new building in Spokane, she visited the St. Louis fair in May, and returned to St. Louis in August to marry Leo L. Dean of Chicago. Mrs. Houle had met Dean at the home of a friend in Missoula while he was in Montana on a bear hunting expedition. That union was quite short, however, and they were divorced in Spokane in 1906. In July, she visited Missoula from Spokane to look after the considerable property that she owned in there. In September 1907, after having returned from New York, Mrs. Houle traveled with her mother, Mrs. Clara Hennegin, to California.

In May 1908, Maude sold her building to Martin Woldson who would soon become a resident of Spokane. Although she continued to reside in the building with her mother, she was also looking east, and in February 1909 Maude was reported to be building a \$100,000 apartment house in a fashionable residence district of Pittsburg, Pa. The June 20, 1909 issue of *The Pittsburg Press* reported that Mrs. Maude M. Houle of Spokane will put up an apartment house on her ground at Homewood avenue and Mead street, East End, for \$60,500. This building would become the Plaza Apartments.

In November of 1909, Mrs. Houle, of Pittsburgh, while a guest at the Brevoort Hotel in Chicago, reported a missing princess diamond ring which "mysteriously" disappeared from a chamois bag in her room. It was reputed to be worth \$1200 and the other jewels worth \$7000.

In July 1910 Mrs. Houle, then residing in Pittsburgh, visited Wallace, Idaho, as reported in *The Spokesman-Review*. Mrs. Houle, a former resident of the city was a guest of the Pressleys.

Mrs. Clara Elizabeth Hennegin, mother of Mrs. Maud N. Houle, [sic] aged 59 passed away on February 26, 1912 at the Plaza apartments in Pittsburgh.

Mrs. Maude Houle made the front page in *The Pittsburg Press* in January 1913:

WEDDING CALLED OFF AT ELEVENTH HOUR

"Former Pittsburg Widow's Marriage to Actor is "Indefinitely Postponed"

"Almost at the eleventh hour, the wedding of Mrs. Maude Houle, a wealthy and handsome widow, formerly of this city, and Carl McCullough, a vaudeville actor, was called off last night."

"Mrs. Houle has been known in this city for several years as a woman of means and culture. Her husband died in St. Louis about nine years ago, leaving her a fortune and a five-year old son. Shortly after the death of her husband, she came to Pittsburg and erected the artistic Plaza apartments at 126 Homewood ave." Apparently, she had recently moved to sumptuous quarters at 934 Winona ave. in Chicago.

Mrs. Houle and Mr. McCullough were to have been married in the Grace church, Chicago. They could not, however, resolve her inability to travel and McClullough need to travel for his acting career in which he had been involved for the past six years. Carl himself summed it up: "Yes, our plans do not conform at this time. I won't give up my work and Mrs. Houle cannot ravel with me. So it's postponed."

Myrtle Apartments

Although Mrs. Houle, was reported to be from New York or traveling to or returning from New York, it was never determined why that she traveled there—was it her birth place?

Martin Woldson

The Spokesman-Review would report on July 8, 1958: “**Contractor M. Woldson Dies at 94**”

Martin Woldson, 94, at 526 Sumner, pioneer Spokane resident and building contractor, died Sunday at his home.

A native of Norway, Mr. Woldson immigrated to the United States and was a citizen for 73 years. He was active in railroad construction and was one of the first contractors for the Great Northern when lines were built through northern Idaho. Mr. Woldson was a close friend of Jim Hill, a GN president.

Prior to moving to Spokane Mr. Woldson built rail lines from Billings, Mont. To Canada. His property holdings in Spokane were large. He was president of the Golden Age breweries from 1933 to 1940 and had interest in the Breslin, Edwidge, Nygren and Myrtle apartments. The contracting firm he headed built the Lewiston hill highway.

Many Business Interests

Mr. Woldson was associated with the Idaho Lakeview mines, Fern Gold mines in Alaska, and was a major stockholder in the Roundup Grocery company. He owned business property in Hillyard and an interest in an oil well near Cutbank, Mont.

Mr. Woldson was a member of St. Augustine’s Catholic church, the Early Birds club, Kiwanis and Transportation clubs and the Spokane club. Survivors include the widow, Edwidge (sic), at the home; two daughters, Myrtle E. at the home, and Mrs. Kenneth M. Howser, Spokane, and two grandsons.

The Spokane Daily Chronicle, on February 4, 1966 reported: “**Mrs. E. L. Woldson Is Taken by Death.**”

“Mrs. Edwidge L. Woldson, widow of Spokane railroad contractor and capitalist, Martin Woldson, died today at a Spokane hospital where she had been a patient 10 months.

Born in Montana March 13, 1886, she had lived in Spokane 55 years.

The daughter of the pioneer Milot family of Deer Lodge, Mont., she was many years younger than her husband, who died here in 1958 at the age of 94. He was building railroads through Montana when they met and married. Subsequently, he established his headquarters in Spokane and they built the home at W526 Sumner, still a show place.

The Woldsons had widespread business and property interests and she continued for a number of years in the active management of family affairs. Among their holds were numerous apartment houses and downtown business properties in mining, oil and power companies.

She was a member of St. Augustine’s Catholic Parish, the Early Birds Club, Spokane Country Club, Spokane Club, Manito Golf and Country Club, St. Monica Guild and the English Speaking Union.

Among survivors are a daughter, Myrtle W. Woldson, at the home, grandsons Martin W. And Kenneth M. Howser Jr. both Spokane; two sisters ---etc.

[Martin Woldson, born 7/1/1864 in Christiana, Norway – arrived in US in 1882; was naturalized as a US citizen 2/24/1919; died 7/6/1958; Holy Cross Cemetery]

Spokane philanthropist Myrtle Woldson died Friday at her home. She was 104.

Woldson is best known as the daughter of Martin Woldson, who owned Northern Pacific Railway [This writer cannot verify, and believes this to be incorrect. Woldson was, however a major contractor for Great Northern Railroad] and also worked as a railroad construction contractor. She donated \$3 million in his name for the restoration of the Fox Theater, which is now called the Martin Woldson Theater at the Fox. She also gave \$1.2 million to help restore the Moore-Turner Heritage Garden.

Her father, who was born in Norway, came to Spokane around 1893. He died in 1958 at age 94. His love of music led her to donate to the Fox restoration project, Myrtle Woldson told The Spokesman-Review in 2007. Her mother, Edwidge L. Woldson, died in 1966 at age 79. She was a lover of gardens, which inspired Woldson to donate money to the Moore-Turner garden.

In 2010, the Spokane Park Board voted to rename Pioneer Park after Woldson's mother in recognition of the donation to the Moore-Turner garden.

A short statement released Saturday by Woldson's personal representative, Mark Danner, said Woldson was an accomplished businesswoman.

It appears that the Woldson estate, as signatory E.L. Woldson, and administered by Myrtle owned the property until the mid-1990s (per building permit records) and sold the property to Wells and Company, et. al.

The property is currently owned by C&I Properties, LLC and was conveyed by quit claim deed on January 10, 2017 and warranty deed on April 29, 2019, with the seller as Myrtle and Edwidge Apartments Partnership.

Kirtland K. Cutter (1860-1939) and Cutter & Malmgren (1889-1917)

Kirtland Cutter was a prolific and perhaps best known of Spokane's architects. He practiced in Spokane from 1887 through 1923 before moving to California where he ended his career in 1939. Many of Cutter's buildings are listed on the National Register of Historic Places as well as the Spokane Register of Historic Places. The most complete list extant of his buildings and projects (including in 1912 the "Woldson Apartment House, 1214 W. Sprague) appears in Appendix 2 of Henry Matthews, *Kirtland Cutter: Architect in the Land of Promise*. The largest single collection of Cutter architectural drawings is held at the Northwest Museum of Arts and Culture in Spokane (Eastern Washington State Historical Society). Laura Arksey has posted an essay "Cutter, Kirtland Kelsey (1860-1939)" on HistoryLink.org (Essay 115. Posted 3/23/2009).

Myrtle Apartments

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The Missoulian. "Coeur D'Alene Mason of Note is Dead. 1/14/1904. p8:1.

--. "Notes and Personals." 5/29/1904. p10.

--. "Mrs. Maude Houle, Widow of Frank Asks to Be Administratrix. 2/3/1904. p8:1.

--. "Mining Company Changes Name." 3/12/1905. p3:6.

The Spokane Daily Chronicle.

--. "Divorce Day in the Courts. 3/30/1906. p3:4.

--. "Short News of Spokane. 7/19/1906. p3.

--. "Twelve Men in One Tiny Room." 5/22/1909. p1:1.

--. "Ten Persons Rescued From City Apartment" (banner). 1/24/1935. p1.

--. "Martin Woldson, 94, Railroad Builder, Dies." 7/7/1958. p1:4-5

--. "Mrs. E. L. Woldson Is Taken by Death." 2/4/1966. p5:4-5.

The Spokesman Review. Various articles 1906 to 1912.

--. "Will Purchase an Elevator." 10/10/1902. p7.

--. "For Apartment House." 4/7/1904. p8:2.

--. "Permits to Build." 4/13/1904. p8:2.

--. "Building Record Here Unequaled." 1/4/1905. p7:3.

--. "Pays \$27,000 For Flat on Sprague." 5/29/1908. p8:3.

--. "Flats Mrs. Maude M. Houle of Spokane Will Build in Pittsburg, Pa." RE section. p1.

www.newspapers.com.

--. "Flats to Cost \$106,000." (Altadena). 5/1/1909.

--. "Some Apartment Houses Now Being Erected." 6/27/1909. Section IV. p1:1 (with photos).

--. "Wallace." 7/29/1910. p7.

--. "New \$25,000 Apartment House." 3/23/1913. p6:3.

--. "Building Permits Gain 48.5 Per Cent." 8/1/1909.

--. "Trees for Riverside – Parking Strips West of Monroe to Bloom." 4/28/1912.

--. "Dozen Rescued From Fire Here." 1/25/1935.

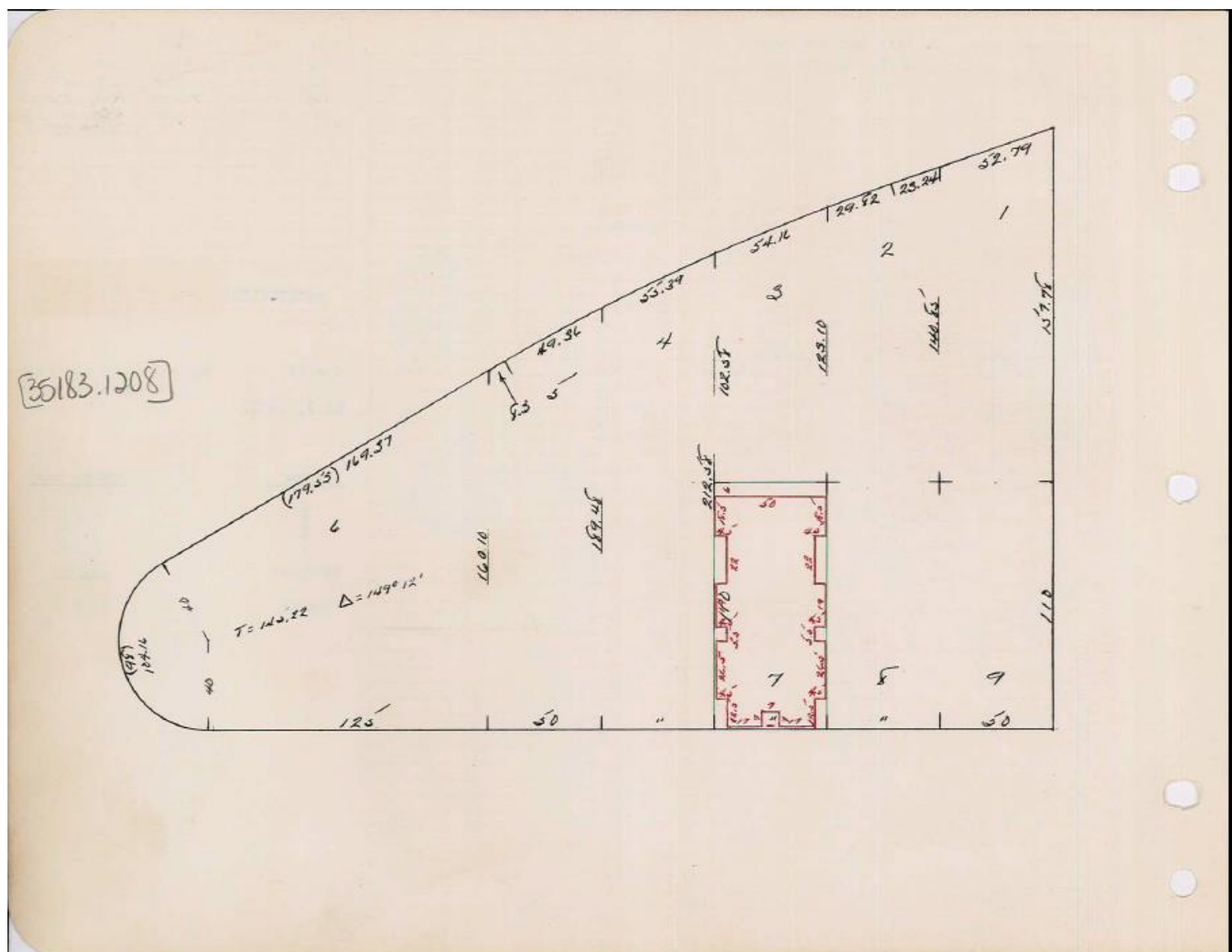
--. "Decade's Biggest Apartment Deal." [Breslin Apartments] 1/30/1935. p1:3.

--. "Contractor M. Woldson Dies at 94." 7/8/1958. p10:3.

--. "Fox Theater benefactor's identity revealed." 3/22/1907. <https://www.spokesman.com>

U.S. Census Records on Family Search. 1910, 1920. 1940.

MAPS, GRAPHICS, AND PHOTOS



Assessor's Field File—Plot Sketch ca. 1999

Spokane City/County Register of Historic Places Nomination Continuation Sheet

Enter historic name of property

Section 12 Page 3

Myrtle Apartments

ADDRESS/BLDG. NAME		W. 1214 Sprague Avenue	
BUILDING #		Myrtle Apartments	
TYPE-USE-QUALITY	EXT. WALLS	BASEMENT	EXTRA FEATURES
Apartment	Brick	Full	Marquees
Office	Stone	Size	Canopy
Warehouse	Concrete	Finished	Balcony
Gas Station	Siding	Utility	Insulation
Motel	Con. Blk.		Cold Storage
Garage		HEATING	Sound Proofing
Store	Cast Panel	Hot Air	
No. Stories		Hot Water	INT. WALLS
No. Rooms	ROOF CONSTR.	Air Cond.	Plaster
No. Apts.	Flat	Gas	
ANNUAL GROSS INC.	Pitched	Electric	INT. PARTITIONING
DATE	Steel Truss	Oil Burner	Lin-Feet
1954 Gross	Wood Truss	Coal Stoker	1 @ \$200
238,740		Steam	1 @ \$180
1955 Gross		Central	3 @ \$180
237,820			5 @ \$125
	ROOF COVERING		5 @ \$175
1956 Gross	Asphalt Shingles	75 Fixtures	2 @ \$125
in 1957		Toilets Estimated	1 @ \$30
1956 Apprx	Tar-Gravel	Tubs	
Operating In	Reinf. Conc.	Basins	HF
same @ 35%		Sinks	DW
513,000	FLOOR STRUCTURE	Showers	Washer
	Reinf. Conc.	Laundry Trays	Dryer
CONSTRUCTION	Conc. Slab	H. W. Tanks	
Frame	Isolated Const.	Sprinkler System	
Steel Frame			
Reinf. Conc.	FLOOR FINISH		
Brick	Asphalt Tile		
Con. Blk.	Fir Vinyl		
	Linoleum		
FOUNDATION	Cement		
Con. Stone Blk	Brick		
W/W			
Yr. Built	% Fin.	Class	Sq. Ft. 1st
1906, 1916			Sq. Ft. 2nd
			Height
			Per
			\$ PSF
			A. V.
BLDG. DESC	BLDG. #	BLDG. #	BLDG. #
Const.			
Fndtn.			
Floors			
Ext. Walls			
Roof			
Plumb. Fix.			
Year Blt./Life			
\$ PSF			
Sq. Ft.			
Value			
LAND: 5320#			

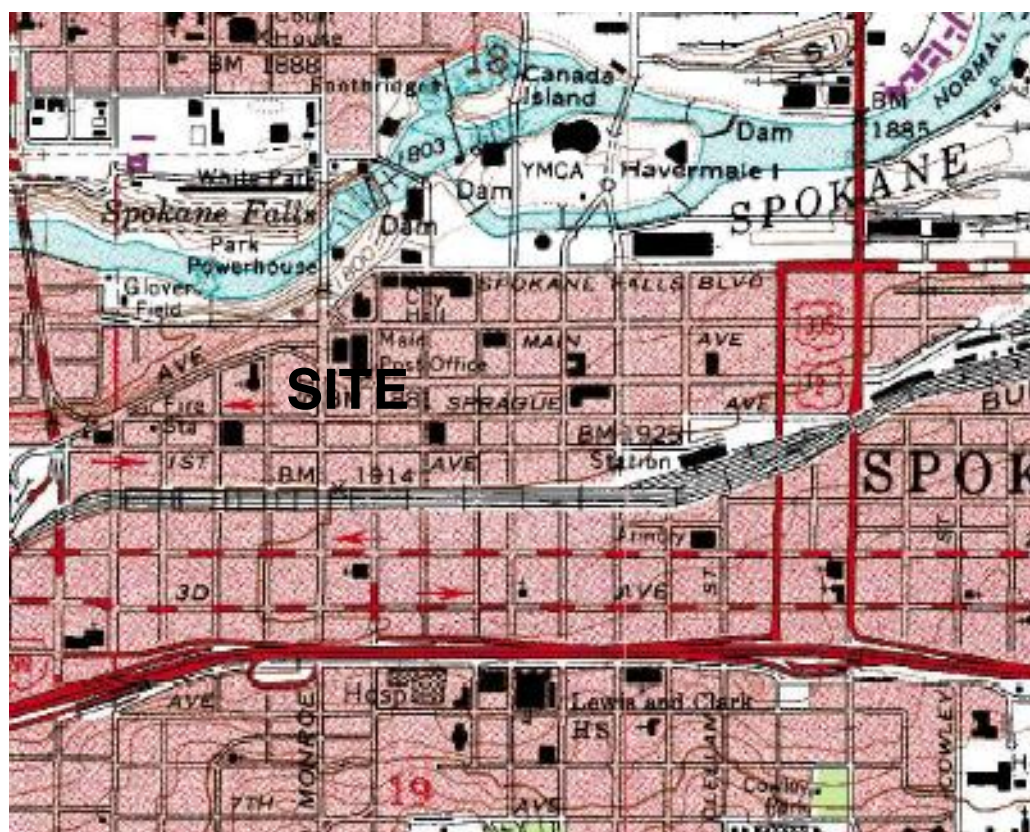
YEAR	LAND VALUE	BLDG. VALUE	APPRSR.	DATE
1950	44,000	65,000	J.S.	2-21-50
1954	44,000	116,000	R.W.	2-14-54
1955	44,000	96,000	R.W.	4-21-55
1956	44,000	86,000	R.W.	11-5-56
1999			66 Dukes	3-19-99

PARCEL NUMBER	18533-1208	35183, 1208
---------------	------------	-------------

LEGAL DESC:
Spo 81 Resurvey and Addition
to Spokane Falls
Lt 7, Bk 27

Floor	Square Feet
3	4,840
2	4,840
1	4,790
Basement	4,840
Total	19,310

Assessor's Field File, ca. 1999



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

MYRTLE APARTMENTS 1214 WEST SPRAGUE AVENUE

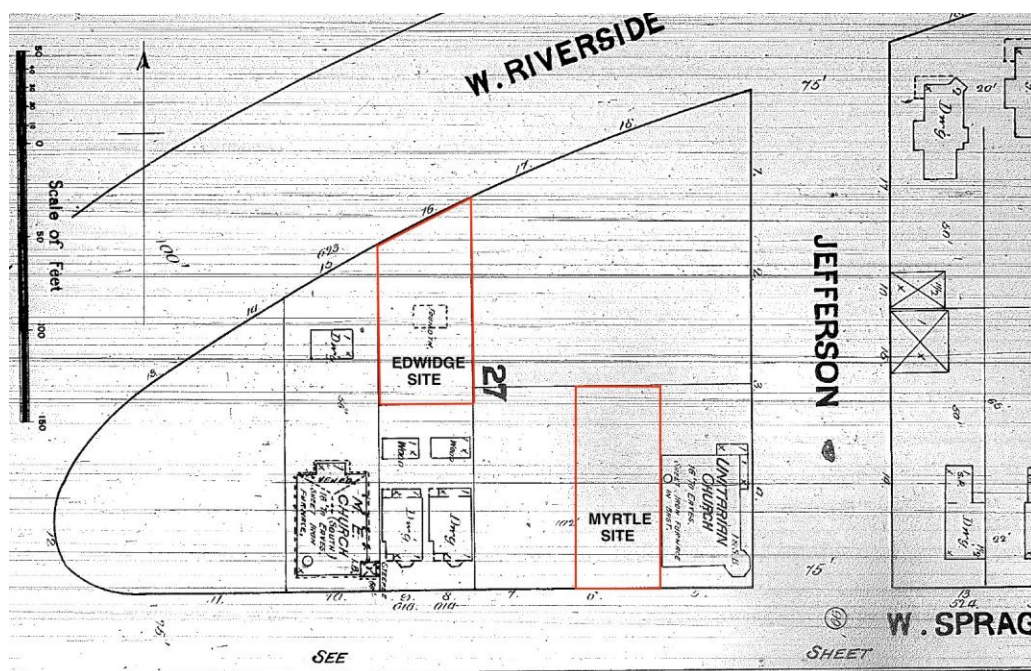
N
1' = 2000'



Spokane City Map – November 2019 Download

MYRTLE APARTMENTS
1214 WEST SPRAGUE AVENUE

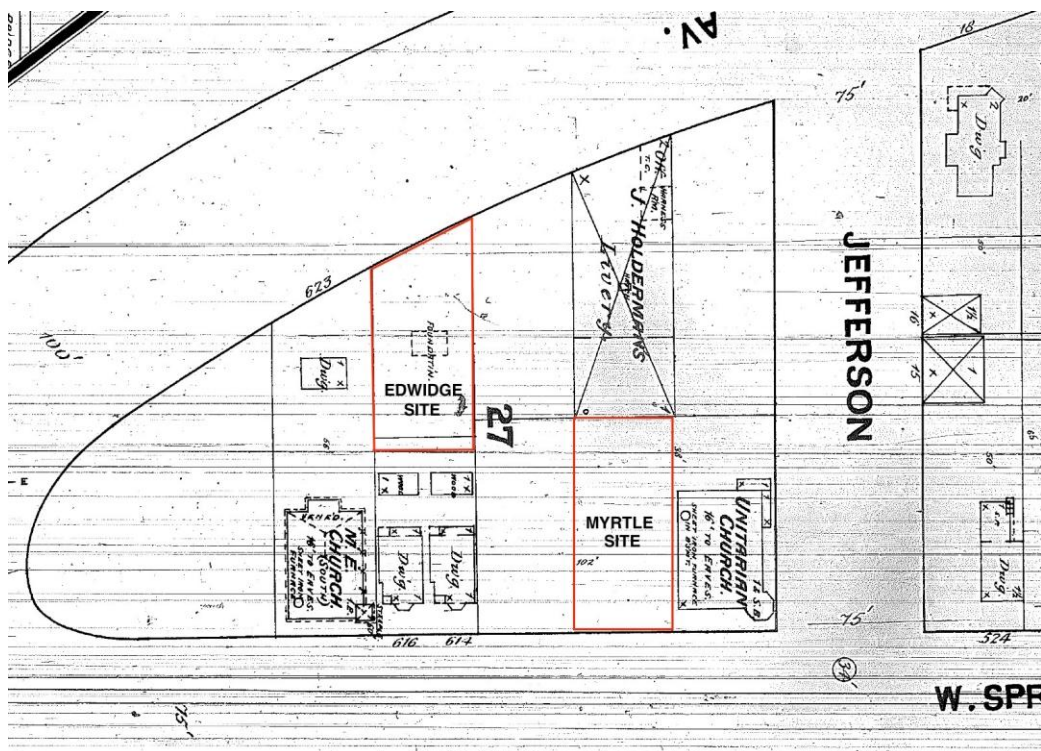
N
No scale



Sanborn Insurance Map –1889– page 10

1214 WEST SPRAGUE-MYRTLE
1889 SANBORN MAP

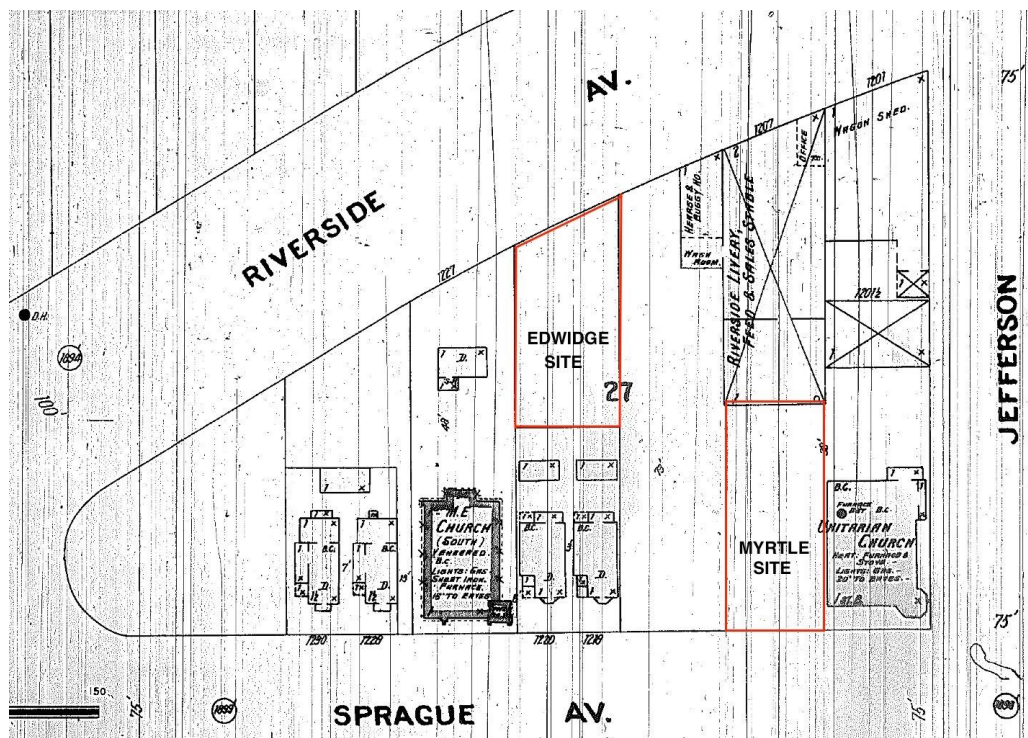
N
 1' = 100'

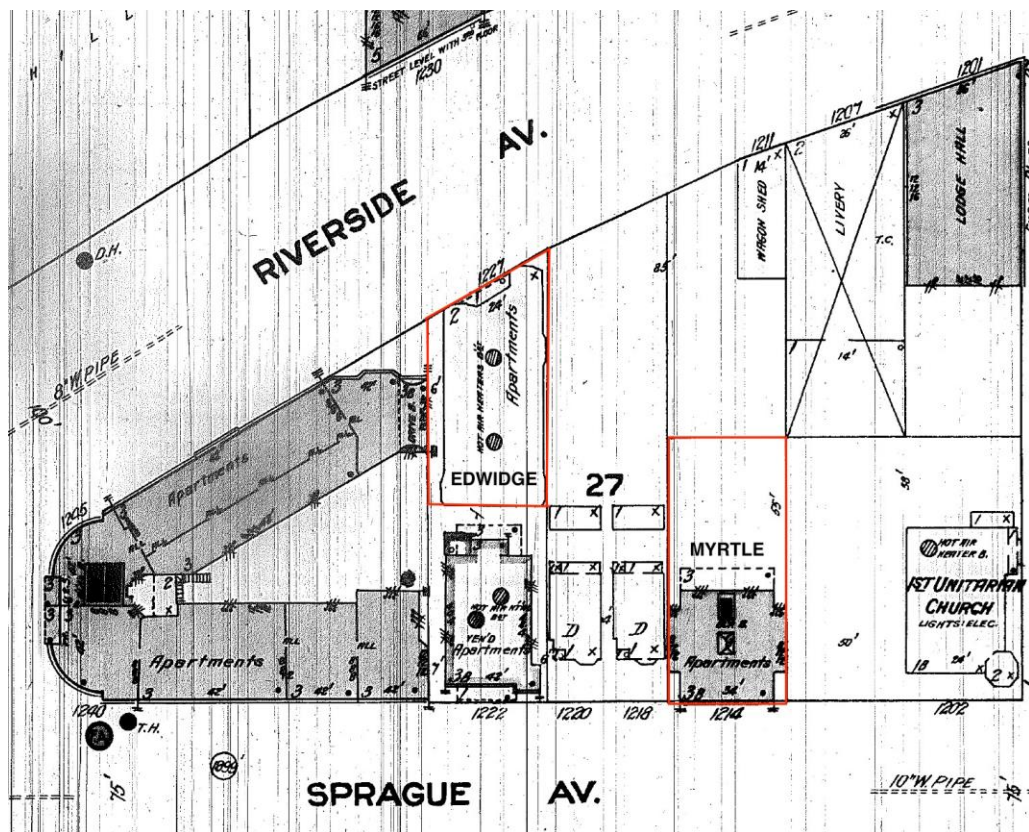


Sanborn Insurance Map -1890- page 12

1214 WEST SPRAGUE-MYRTLE
1890 SANBORN MAP

N
 1' = 100'

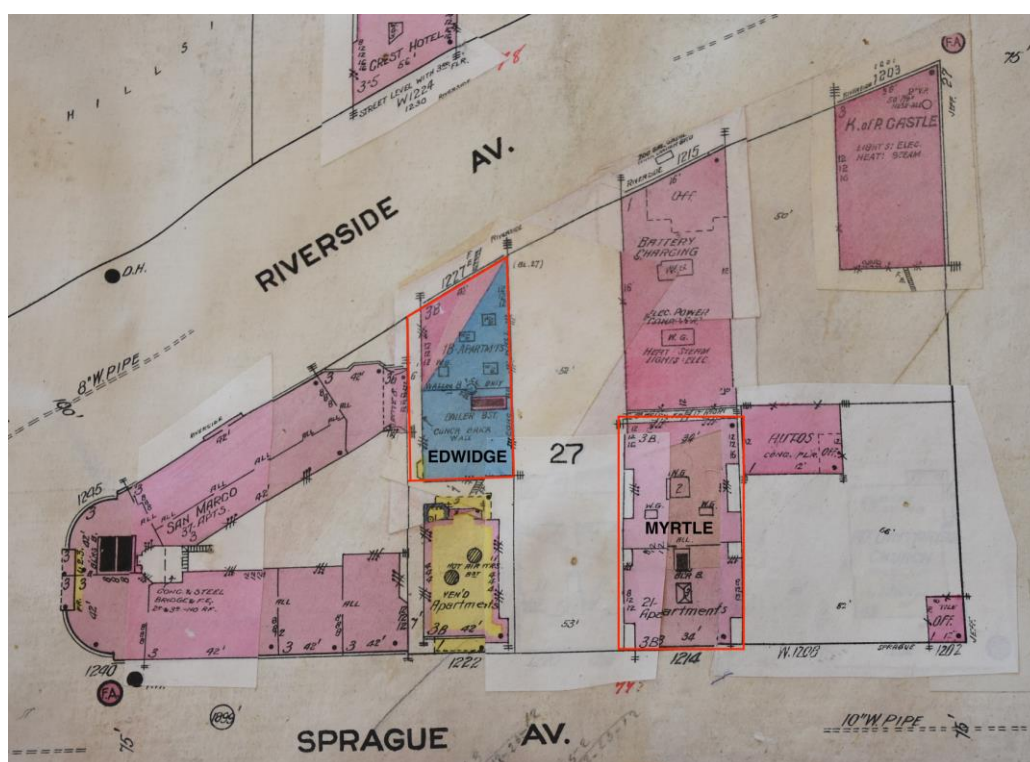




Sanborn Insurance Map -1910- page 280

1214 SPRAGUE AVENUE-MYRTLE
1910 SANBORN MAP

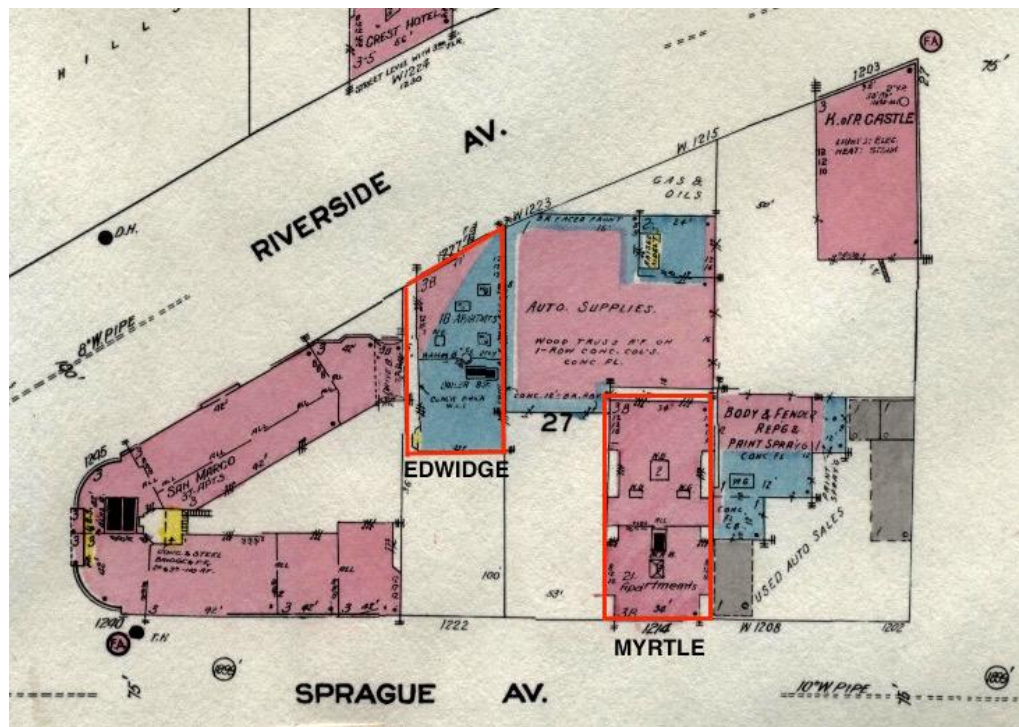
N
 1' = 100'



Sanborn Insurance Map –1928– page 280

**1214 WEST SPRAGUE-MYRTLE
1928 SANBORN MAP**

N
1' = 100'

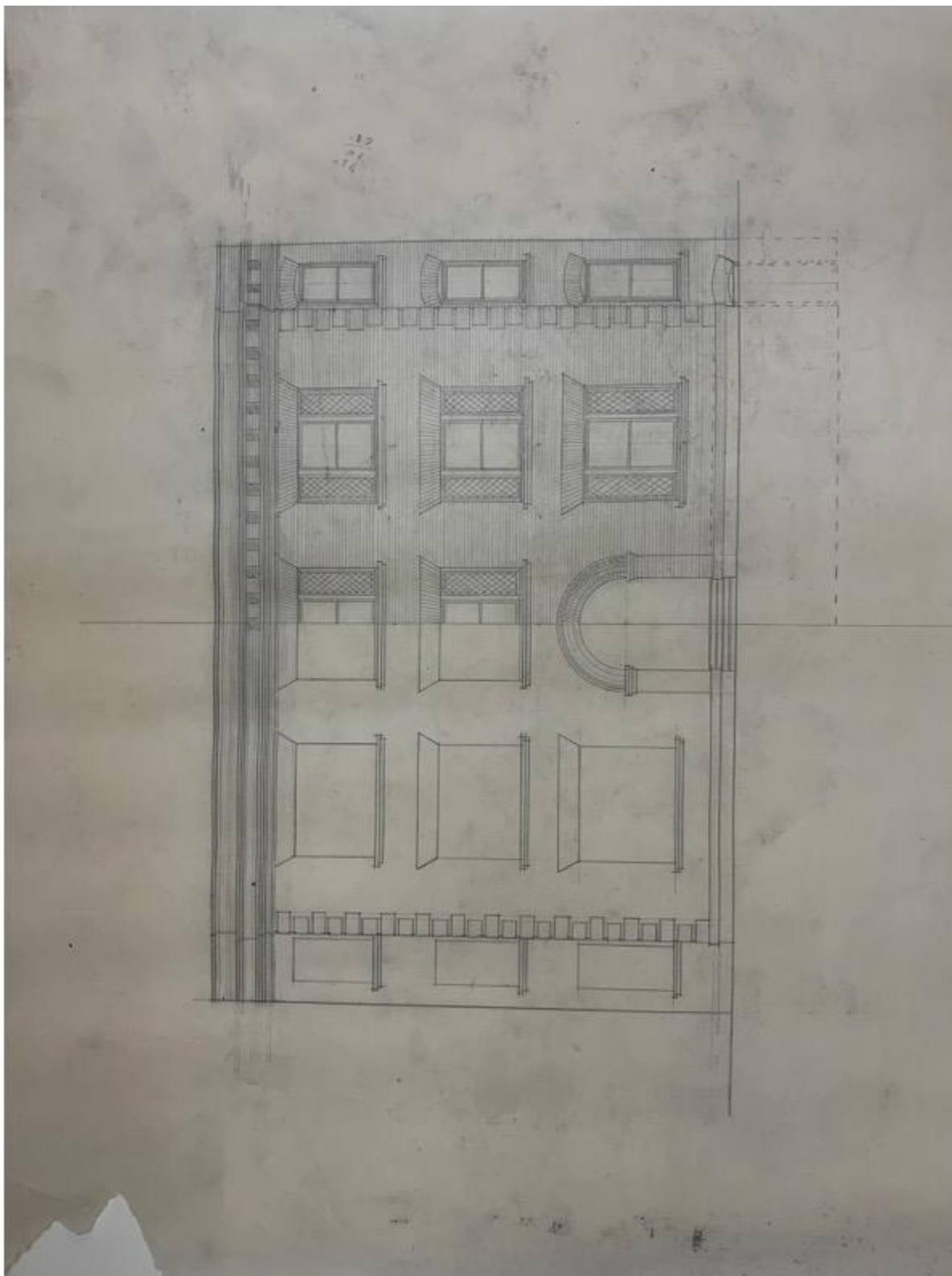


Sanborn Insurance Map —1958— page 280

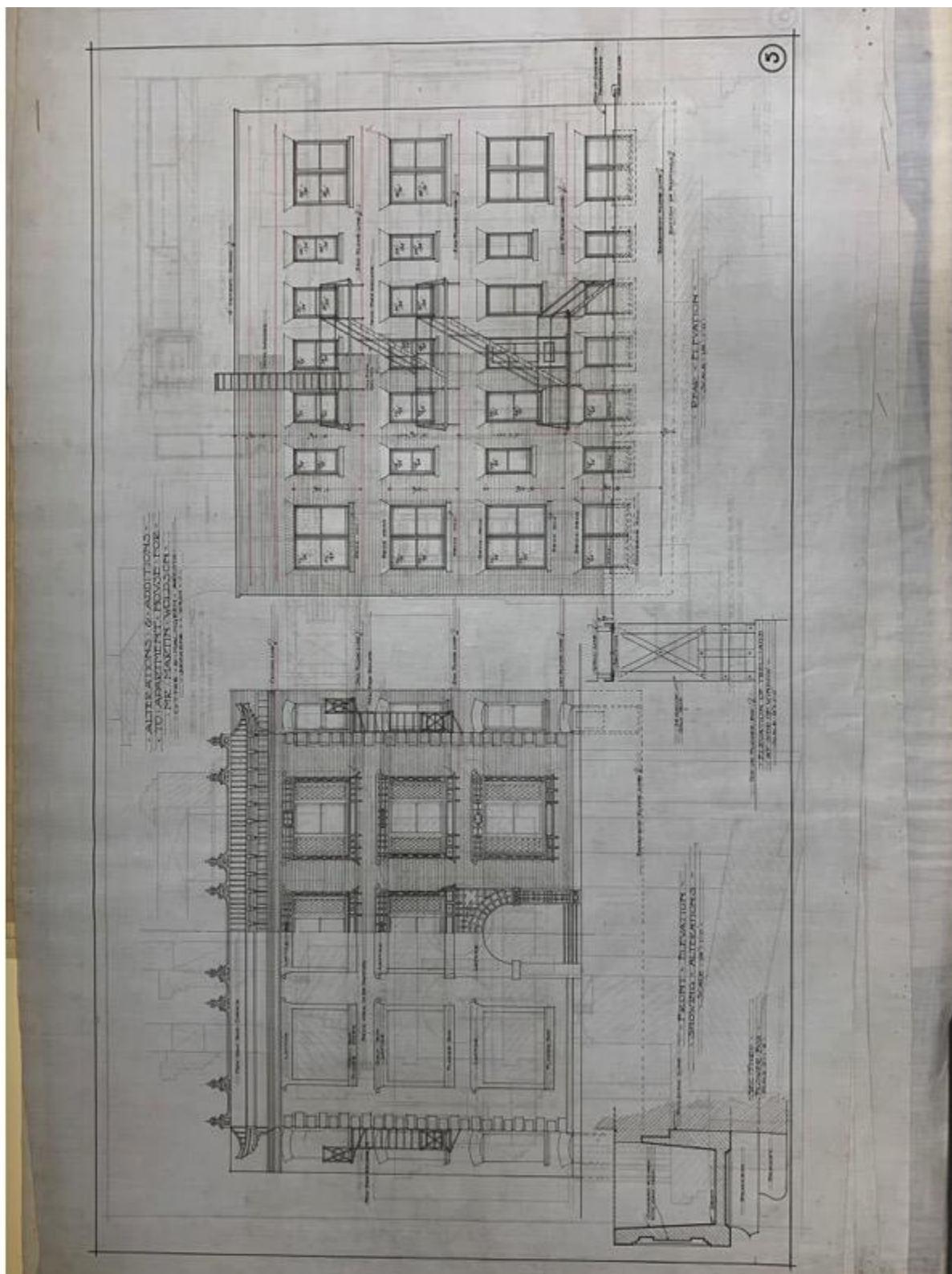
1214 SPRAGUE AVENUE-MYRTLE
1958 SANBORN MAP

N
 1' = 100'

Myrtle Apartments



Front Façade, original 1904 Building – Cutter & Malmgren drawing, ca 1912 (assumed)



Cutter & Malmgren, proposed front and rear facades – ca. 1912 plans



1. Context, looking west along Sprague Avenue



2. Context looking east along Sprague Avenue



3. Southwest corner showing south and west facades



4. Front facade (south) looking north



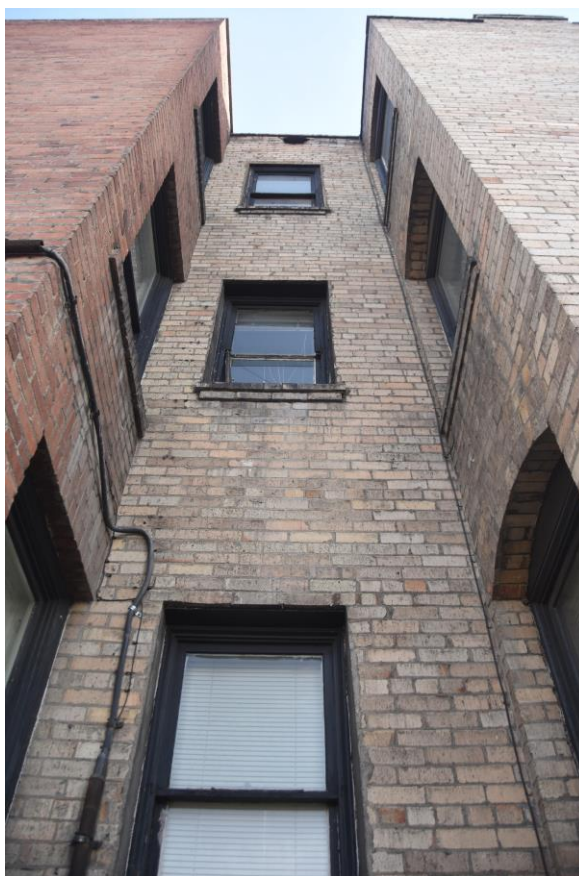
5. Southeast corner showing south and east facades



6. West Facade, looking east



7. East Facade, looking west



8. West Façade - juncture of 1904 and 1913 buildings



9. West Façade - light well, looking north



10. Cornice Detail, looking north



12. Front Facade - window and window box detail

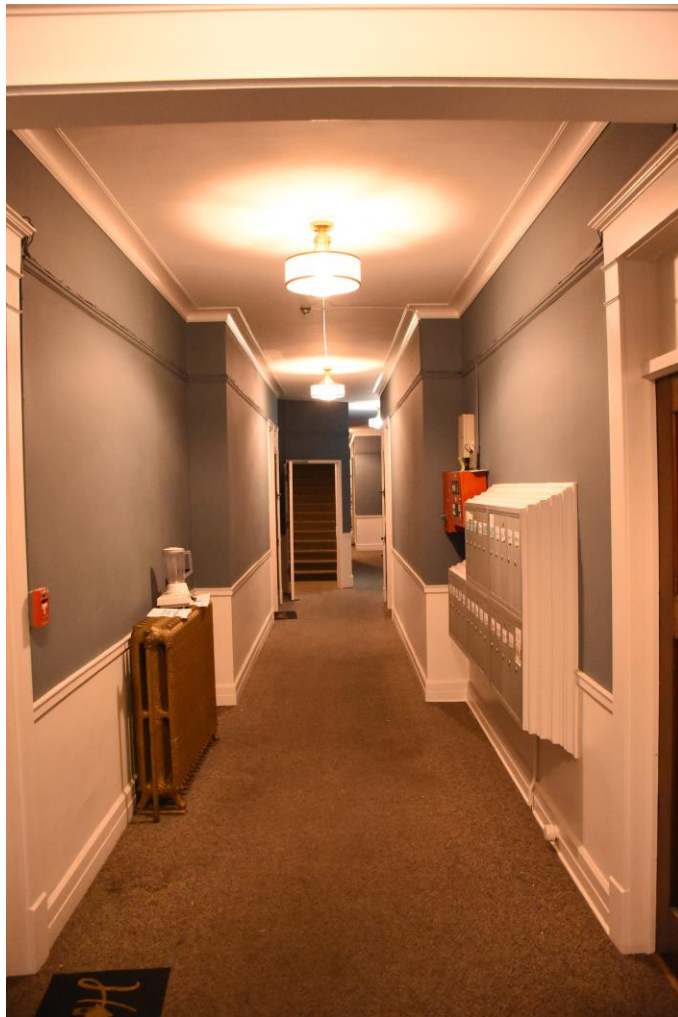


13. Cornice and Planter Box detail



14. Front Entry along Sprague Avenue, looking north

1. Front Entry, looking south toward Sprague Avenue



2. First Floor - Main entry hallway, looking north

3. First Floor – Mid-Hallway, stairs to left,
looking toward rear fire escape



4. Stairway to second floor, looking north



5. Third Floor, lightwell and skylight, central section of hallway



6. Third Floor, looking south at south end of hallway from lightwell

7. Third Floor, looking north along central hallway from south end



8. Third Floor, looking southeast at door to Unit 32



9. Unit 32, looking east across living room



10. Unit 32 - living room, looking southeast toward kitchen and bedroom



11. Unit 32, looking south at kitchen



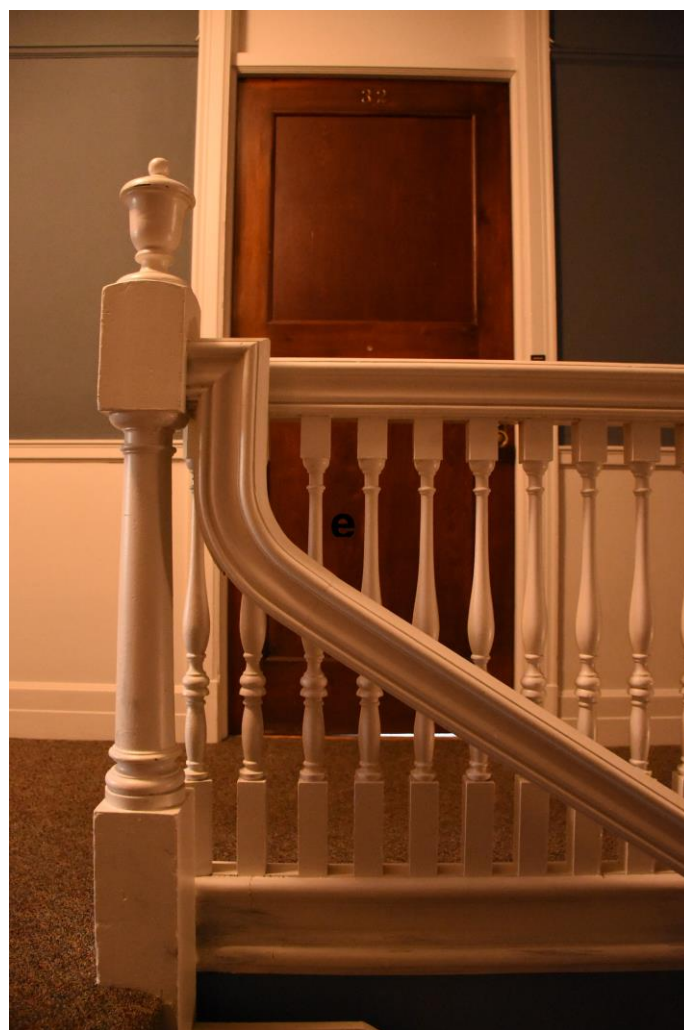
12. Unit 32 Bedroom, looking south toward closet and bathroom

13. Unit 32 - bedroom closet, looking south
through closet to 1904 building wing

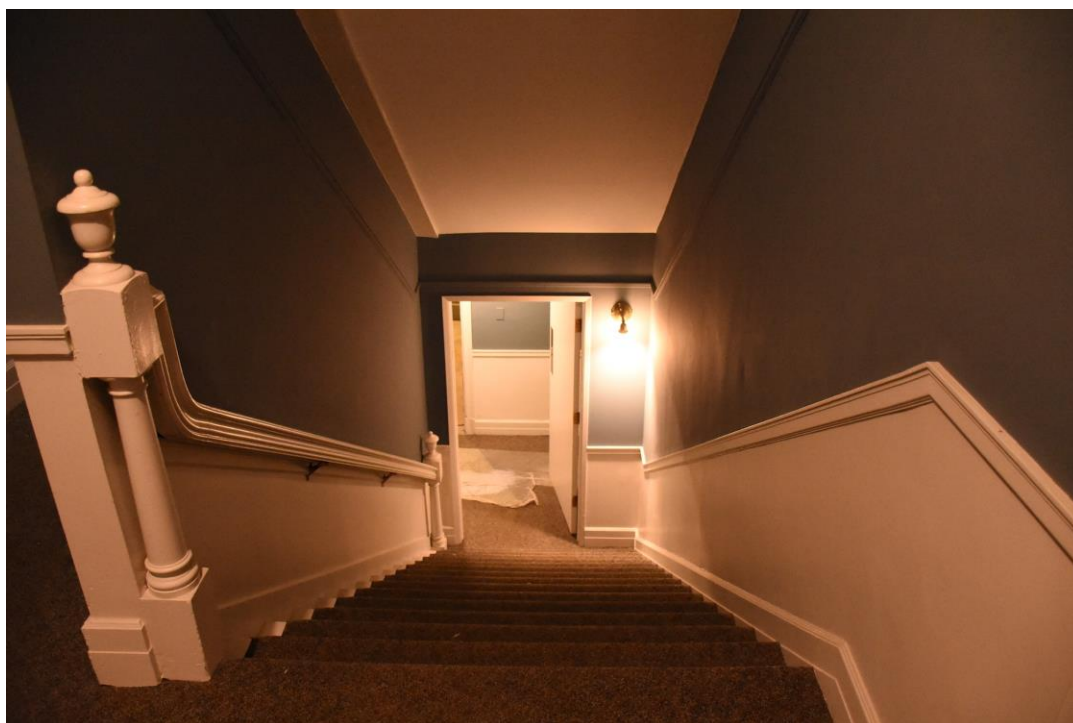


14. Unit 32 - bathroom, looking southeast

15. Third Floor Hallway, looking west at door configuration



16. Third Floor, looking east at stairway details



17. First Floor- hallway to basement, looking south



18. Basement, looking southeast at electrical panel



19. Basement - unit under renovation, looking east



20. Basement - unit under renovation, looking north

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

04/13/2020

<u>Date Rec'd</u>	3/23/2020
<u>Clerk's File #</u>	OPR 2019-0314
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2019-0032
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR21584

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 ORACLE 2020 LICENSES AND SUPPORT

Agenda Wording

Contract for Oracle license support with Oracle America, Inc. to include Update Subscription Services and Right to use Oracle licenses for the City of Spokane. This is a 1yr contract from 4/21/20 - 4/20/21 for \$199,483.50 including tax.

Summary (Background)

Oracle's PeopleSoft Human Capital Management is the application used by the City for Benefits, Payroll and Time & Labor. In addition, Oracle's database structure is used by Utility Billing's Customer Star application. It is imperative to the City that the functionality of the database structure and the HCM application is stable and consistent. \$199,483.50 is for the 2020 Annual Expense. 2019 contracted amount \$211,157.12.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 199,483.50	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u> PIES 3/23/2020
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>	STOPHER, SALLY	Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		Oracle - sue.miller@oracle.com

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Oracle's PeopleSoft and Database Annual Software Maintenance and Support
Date:	March 23, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Infrastructure, Environment & 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)	Oracle Annual Software Maintenance and Support Utilizing Budget Account #5300 73300 18850 54820
Strategic Initiative:	Sustainable Resources
Deadline:	20 April 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Continuation for Oracle Ongoing annual maintenance and support for PeopleSoft HCM and Cstar database.
Background/History: Oracle America, Inc supports the City's PeopleSoft Human Capital Management (HCM) System and Cstar Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. This contract includes software assurance for PeopleSoft Software. 2019 contract amount was \$211,157.12.	
Executive Summary: <ul style="list-style-type: none"> Contract with Oracle America, Inc. for Annual Software Maintenance and Support of the City's PeopleSoft HCM system and Oracle Databases. Requesting \$199,483.50 including tax for the renewal of this contract. Change in contract amount is due to elimination of AssetWorks' M5 database licenses. Term is April 21, 2020 – April 20, 2021 	
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: Other budget impacts: (revenue generating, match requirements, etc.)	
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: Known challenges/barriers:	



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 3/23/2020		Type of expenditure: Services	
Department: ITSD			
Approving Supervisor: Peggy Lund			
Amount of proposed Expenditure: \$199,483.50			
Funding Source: 5300 73300 18850 54820			
<small>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</small>			
Why is this expenditure necessary now?			
Contract renewal for service and support of Oracle software and support.			
What are the impacts if expenses are deferred?			
cStar (Utility Billing) and People Soft will not be licensed for our use, and all technical support/updates stop.			
What alternative resources have been considered?			
None. Oracle software/PeopleSoft is our legacy solution. cStar will be replaced later this year/early next year.			
Description of the goods or service and any additional information.			
Oracle software (database and PeopleSoft) are used for Utility Billing and HCM (Human Capital Management) for payroll, and Time& Labor.			
Person Submitting Form/Contact: Michael A Sloon, ITSD Director			
CITY ADMINISTRATOR APPROVAL:		BUDGET APPROVAL:	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>



City of Spokane
CONTRACT RENEWAL
Title: LICENSE SUPPORT SERVICES

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ORACLE AMERICA, INC.**, whose address is PO Box 203448, Dallas, TX 75320-3448 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 Oracle license support to include Update Subscription Services and Right to use Oracle licenses. Oracle's PeopleSoft and database Annual Software Maintenance and support for the City; 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 May 11, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 21, 2020 and shall run through April 20, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED EIGHTY THREE AND 50/100 (\$199,483.50)** 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.

4. 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.

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.

ORACLE AMERICA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A -Certificate of Debarment

Attachment B - Oracle Technical Support Services Renewal Order

20-052

**ATTACHMENT 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. 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)

ATTACHMENT B



TECHNICAL SUPPORT SERVICES RENEWAL ORDER

GENERAL INFORMATION

OFFER EXPIRATION		ORACLE: Oracle America, Inc.	
Support Service Number:	4656540	Oracle Contact Information: Oracle Premier Support Renewal Center	
Offer Expires:	20-Apr-20	Call:	1-888-545-4577
		Chat:	Chat on My Support Renewals
		Request Assistance:	Click to Request Assistance
CUSTOMER: CITY OF SPOKANE			
CUSTOMER QUOTE TO		CUSTOMER BILL TO	
Account Contact:	peggy lund	Account Contact:	Payable Accounts
Account Name:	CITY OF SPOKANE	Account Name:	CITY OF SPOKANE
Address:	808 W Spokane Falls Blvd Spokane WA 99201 United States	Address:	ITSD 808 W Spokane Falls Blvd SPOKANE WA 99201 United States
Telephone:	509 6256954	Telephone:	
Fax:		Fax:	
E-mail:	klund@spokanecity.org	E-mail:	

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please take a minute to make sure the email information entered above is correct. Your email address is particularly important because Oracle may email You certain notices about technical support services. If You need to make any changes to the Customer information above, You can either login to your [My Support Renewals](#) account and select "Update Quote to Information" to edit Your "Quote To" information and You can edit Your "Bill To" information at check out. Alternatively, this information can be updated by providing Your current information along with Your support service number 4656540, to Oracle per the General Information section above.

SERVICE DETAILS

Program Technical Support Services							
Service Level:		Software Update License & Support					

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	3863575	4		FULL USE	21-Apr-20	20-Apr-21	38,758.40
Expansion - Reported Budget Perpetual	17569302	482		FULL USE	21-Apr-20	20-Apr-21	0.00
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	13,843.82
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	17,101.19
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	1,954.42
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	30,130.67
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	36,645.41
PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	13,843.82
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	12,215.13
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-20	20-Apr-21	17,915.53
Micro Focus Visual COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program)	17660375	1		FULL USE	21-Apr-20	20-Apr-21	772.02

Program Technical Support Fees: USD 183,180.41

Total Price: USD 183,180.41

Plus applicable tax

NOTES

- If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply to

Your renewal.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF SPOKANE represents that Customer has authorized CITY OF SPOKANE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. CITY OF SPOKANE services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF SPOKANE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of CITY OF SPOKANE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

The technical support services renewed under this renewal order are governed by the terms and conditions of the applicable agreement identified below ("agreement"):

- The agreement that You executed for technical support services for the programs and/or hardware listed in the Service Details section above with Oracle or a vendor acquired by Oracle. Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired; or
- If You do not have an existing agreement for technical support services with Oracle, You agree that the terms of the Online Transactional Oracle Master Agreement located at <https://www.oracle.com/corporate/contracts/contract-documents/master-agreement.html>, that is in effect at the time You accept Your renewal order, govern the provision of technical support services ordered under this renewal order, as well as Your rights to use updates and other materials provided or made available by Oracle under technical support services. If applicable, You should review the Online Transactional Oracle Master Agreement prior to entering into this renewal order.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

RENEWAL PROCESSING DETAILS

Please renew the technical support services on this renewal order on [My Support Renewals](#).

If You are unable to renew using My Support Renewals, You can renew using the options below. Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

Please note that if the pre-tax value of this renewal is USD \$2,000 or less, the technical support services ordered must be paid by credit card; or You must renew Your support on [My Support Renewals](#).

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If CITY OF SPOKANE is a tax exempt organization, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, check, credit card or other acceptable form of payment.

PAYMENT DETAILS

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 4656540
- Total Price: USD 183,180.41 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services renewed under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 4656540
- Total Price: USD 183,180.41 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF SPOKANE agrees that only the terms of this renewal order and the

agreement shall apply to the technical support services renewed under this renewal order. No terms attached or submitted with the check will apply.

Checks for technical support services renewed under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471
San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448



Spotlight on Support Services & Special Offers

Extended Support puts you in control of your Database, Middleware, and Applications upgrade strategy by providing additional maintenance and upgrades for Oracle Database, Oracle Fusion Middleware, and Oracle Applications for an additional fee. For more information contact Oracle per the per the General Information section above or click the Learn more about Extended Support button below.

[Learn more about Extended Support](#)

Are you looking to **reduce your application management costs** while improving the performance and security of your on premises Oracle Applications? With Oracle Managed Applications Unlimited you can realize these benefits with no upfront costs and a smooth transition of your business critical Oracle applications to Oracle Cloud.

[Learn more about Oracle Advanced Customer Services](#)

Limited-time Training promotion from Oracle University: Save 20% on a prepaid Learning Credit account that you can use towards any Oracle University product or service, including Oracle Learning Subscription services, which offer anytime, anywhere training for you to maximize productivity while you learn. This promotion is valid 90 days prior to and 30 days following the expiration date specified above. This promotion is not valid in conjunction with any other Oracle University discounts or promotions, for US public-sector customers, or as otherwise prohibited by law. A minimum order of USD 5,000 is required. Please visit <http://education.oracle.com/renewaloffer> for more details and to purchase your prepaid Learning Credit account.

[Learn more about Oracle University](#)

Washington State Department of Revenue

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

ORACLE AMERICA, INC.

License Information:

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

Entity name: ORACLE AMERICA, INC.

Business name: ORACLE AMERICA, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-091-507

Business ID: 001

Location ID: 0002

Location: Active

Location address: 411 108TH AVE NE STE 600
BELLEVUE WA 98004-5556

Mailing address: PO BOX 5200
BELMONT CA 94002-5200

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
Bellingham General Business	021260			Active		Feb-10-1997
Longview General Business - Non-Resident	585176			Active	Sep-30-2020	Sep-15-2010
Olympia General Business - Non-Resident	1947			Active	Sep-30-2020	Sep-27-2010
Spokane General Business - Non-Resident	T12068092BUS			Active	Sep-30-2020	Oct-15-2012

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

Governing people	Title
CATZ, SAFRA	
DALEY, DORIAN	
HIGGINS, BRIAN S	
HILBRICH, GREGORY	

Registered Trade Names

Registered trade names	Status	First issued
ORACLE AMERICA, INC.	Active	Nov-12-2010

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/9/2020 9:43:31 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/23/2019

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
CN101765515-STND-GAWU-19-20	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins Co Pittsburgh PA INSURER B : Safety National Casualty Corp. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED ORACLE CORPORATION ORACLE AMERICA, INC. 500 ORACLE PARKWAY REDWOOD CITY, CA 94065	NAIC # 19445 15105

COVERAGES	CERTIFICATE NUMBER: SEA-003280847-45	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL6862356	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA2991972 (AOS) CA2991971 (MA)	08/01/2019 08/01/2019	08/01/2020 08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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 checked="" type="checkbox"/> N	N/A	LDM0500082 (AOS) PS0500081 (WI)	04/01/2019 04/01/2019	04/01/2020 04/01/2020	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER CITY OF SPOKANE ATTN: JOAN HAMILTON, OPERATIONS MANAGER 808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201-3344	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Leanna Peppercom <i>Leanna Peppercom</i>
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**Agenda Sheet for City Council Meeting of:**

04/13/2020

<u>Date Rec'd</u>	3/23/2020
<u>Clerk's File #</u>	OPR 2019-0293
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4481-18
<u>Requisition #</u>	CR21603

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 CARAHSOFT 2020 SALESFORCE LICENSES

Agenda Wording

Contract with Carahsoft Technology Corp. for the Salesforce CRM licenses in support of MySpokane's 311 Incapsulate CRM system. This is a 1yr contract; May 1, 2020 - April 30, 2021. Contract amount is \$114,025.68 including tax.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Management and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City's Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019. 2019 contracted amount was \$114,025.68 including tax.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$ 99,266.51		#	5300-73300-18850-54820
Expense	\$ 1,844.90		#	5300-73900-18850-54820
Expense	\$ 3,689.79		#	4500-30210-37141-53104
Expense	\$ 9,224.48		#	5200-30210-38141-53104
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		SLOON, MICHAEL	<u>Study Session\Other</u>	PIES 3/23/2020
<u>Division Director</u>		SLOON, MICHAEL	<u>Council Sponsor</u>	
<u>Finance</u>		BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>			Legal - modle@spokanecity.org	
<u>Purchasing</u>		WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
			IT - itadmin@spokanecity.org	
			Tax & Licenses	
			Carahsoft - Stephen.Dickerson@Carahsoft.com	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Customer Relationship Management (CRM)
Date:	March 23, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Carly Cortright
Committee(s) Impacted:	Public Infrastructure, Environment & 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)	My Spokane – CRM Utilizing Budget Account TBD
Strategic Initiative:	Sustainable Resources
Deadline:	April 30, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Continuation for Salesforce Licenses Ongoing annual maintenance and support of the City's CRM system.
Background/History: The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Management and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City's Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019. 2019 contracted amount was \$69,748.16 including tax. The difference from 2019 to 2020 is the additional of Salesforce licensing and the Live Agent Module.	
Executive Summary: <ul style="list-style-type: none"> Contract with Carahsoft for Salesforce licenses. Requesting \$114,025.68 including tax for the renewal of this contract. Term is May 1, 2020 through April 30, 2021 	
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: Other budget impacts: (revenue generating, match requirements, etc.)	
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: Known challenges/barriers:	



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 3/23/2020	Type of expenditure: Services
Department: ITSD	
Approving Supervisor: Peggy Lund	
Amount of proposed Expenditure: \$114,025.68	
Funding Source: 5300 73300 18850 54820	
<small>Please verify correct funding sources. Please indicate breakdown if more than one funding source.</small>	
Why is this expenditure necessary now?	
Second year contract renewal for service and support.	
What are the impacts if expenses are deferred?	
The online service will no longer be available to support the business use for the departments identified.	
What alternative resources have been considered?	
None. Salesforce was selected through an RFP process 1 year ago to replace the legacy CRM solution.	
Description of the goods or service and any additional information:	
SalesForce renewal (2nd year) for CRM supporting My Spokane 311, Utility Billing, Mayor's office, Solid Waste Management, and Streets departments.	
Person Submitting Form/Contact:	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



City of Spokane

CONTRACT

**Title: PURCHASE AND CONTRACT FOR ANNUAL
SUPPORT OF SALESFORCE CRM LICENSES**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CARAHSOFT TECHNOLOGY CORP.**, whose address is, 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide Purchase and Contract for Annual Support of Salesforce CRM Licenses, in accordance with Company's Price Quote attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin May 1, 2020 and run through April 30, 2021, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum annual amount not to exceed **ONE HUNDRED FOURTEEN THOUSAND TWENTY FIVE AND 68/100 DOLLARS (\$114,025.68)**, including tax for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.
8. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

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

10. **INSURANCE.** During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

CARAHSOFT TECHNOLOGY CORP.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Carahsoft Technology Corp. Quote

20-057

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. 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

Government - Price Quotation

Salesforce.com Government at Carahsoft



carahsoft.

Carahsoft Technology Corp.
11493 SUNSET HILLS ROAD | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Cylas Engeland
System Administrator
City of Spokane
808 West Spokane Falls Boulevard
7th Floor, City Hall
Spokane, WA 99201 USA

FROM: Autumn Anderson
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: cengeland@spokanecity.org

EMAIL: Autumn.Anderson@carahsoft.com

PHONE: (509) 625-6494

PHONE: (703) 921-4084 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 18070405
QUOTE DATE: 02/07/2020
QUOTE EXPIRES: 04/25/2020
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$104,706.78
WA Tax \$9,318.90
TOTAL QUOTE: \$114,025.68

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	205-0004	Lightning Service Cloud Enterprise Edition Salesforce.com, Inc. - 205-0004 Start Date: 05/01/2020 End Date: 04/30/2021	\$1,694.12 OM	48	\$81,317.76
2	205-0024	Customer Community Logins Salesforce.com, Inc. - 205-0024 Start Date: 05/01/2020 End Date: 04/30/2021	\$8.98 OM	1001	\$8,988.98
3	205-0042	Knowledge Add-on Salesforce.com, Inc. - 205-0042 Start Date: 05/01/2020 End Date: 04/30/2021	\$847.06 OM	2	\$1,694.12
4	205-0046	Heroku- 1 Dyno Unit Salesforce.com, Inc. - 205-0046 Start Date: 05/01/2020 End Date: 04/30/2021	\$508.24 OM	5	\$2,541.20
5	205-0043	Live Agent Salesforce.com, Inc. - 205-0043 Start Date: 05/01/2020 End Date: 04/30/2021	\$847.06 OM	12	\$10,164.72
SUBTOTAL:					\$104,706.78
TOTAL PRICE:					\$104,706.78
WA Tax:					\$9,318.90
TOTAL QUOTE:					\$114,025.68



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In the event this Order Form reflects an early renewal of Customer's existing subscriptions purchased under applicable Order Forms under Contract No(s). 02130778, (as referenced in the corresponding invoice(s)), this Order Form shall replace such previous Customer's Order Form(s) which is/are hereby terminated. Any credits applicable to fees paid in relation to such terminated Order Form(s) will be applied to this Order Form. In the event this Order Form reflects an on-time renewal of applicable Order Forms under Contract No(s). 02130778, the previous sentence about credits does not apply, and Order Forms related to such existing subscriptions shall be considered expired.

Einstein Bots Feature

The Einstein Bots feature shall be subject to the Order Form Supplement for Einstein Features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Customer may enable and disable Einstein Bots at any time by following the instructions in the Supplement.

Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

The Einstein Bots Feature is not available to some customers, including Government Cloud as stated in the Documentation.

Scratch Org

The following terms shall govern all of Customer's use of the Scratch Orgs functionality, whether provisioned pursuant to this or another Order Form. Scratch Orgs are for testing and development use only, and not for production use. As part of its system maintenance, SFDC will periodically delete any Scratch Org, including any associated data or Active Scratch Objects, as set forth in the Documentation. Deletion of an active Scratch Org shall not terminate Customer's Scratch Org subscription; if an active Scratch Org is deleted during Customer's Scratch Org subscription term, Customer may create a new active Scratch Org. Creation of new active Scratch Orgs count towards the daily scratch org limits set forth in the Documentation. Any representations, warranties and covenants in the Customer's MSA regarding log retention, back-ups, disaster recovery, and return and deletion of data shall not apply to Scratch Orgs.

Heroku - Return, Hosting, and Deletion of Customer Data

Upon termination or expiration of the Order Term, Heroku will terminate the customer database and delete data in accordance with the Documentation subject to the remainder of this paragraph. In the event that an Order Term expires, and where Customer has not affirmatively indicated that it wishes to discontinue its Heroku Services by either (1) requesting the return of Customer Data submitted to the Heroku Services as described in the Documentation, (2) deleting Customer Data and code ("Customer Data") submitted to the Heroku Services by deleting all accounts, or (3) making written request submitted to support@heroku.com indicating that Customer wishes to terminate its Heroku Services, Salesforce may, in its sole discretion, delay termination of the Heroku Services and continue to provide Services to Customer, invoicing Customer monthly in arrears for such service at SFDC's then-current rate ("Continuation Services") until the sooner of (a) such time as Customer makes a written request submitted to support@heroku.com to terminate such Continuation Services, or (b) SFDC ceases to provide Customer with Continuation Services in its sole discretion (but not longer than sixty days). Upon termination of the Continuation Services, Customer Data shall be deleted in accordance with the Documentation.

Free Sandbox with Enterprise Edition

Sandbox subscriptions are for testing and development use only, and not for production use. As part of its



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system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's Sandbox subscription term, Customer may create a new Sandbox.

Service Cloud

Customer's use of this product is subject to the following restrictions:

https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/misc/sales-service-contractual-restrictions.pdf. Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Customer Community (Logins/month)

Subscriptions to Customer Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per calendar month ordered (the "Permitted Number of Monthly Logins"). The beginning and end of each calendar month will conform with U.S. Pacific Time. Customer shall assign each Permitted User a User profile or permission set that permits access to no more than 10 custom objects in each applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Unused logins are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months.

Heroku - 1 Dyno Unit

Each Heroku - 1 Dyno Unit subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., it is not enforced as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable limitation. SFDC may review Customer's use of such subscriptions at any time through the Service. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above. Dyno hours are tracked by SFDC on a per-second basis. Unused Dyno hours are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time.

Einstein Features

SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at <https://www.salesforce.com/company/legal/agreements.jsp> ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Annual renewal increase will not exceed 7% YOY, provided the renewal is for a minimum of the above represented user subscription quantities/configuration and a minimum of one year renewal period.



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Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at https://www.carahsoft.com/Eula/Salesforce_MSA and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

Should the licensee purchase Government Cloud Licenses with Government Cloud Premier + Support, the following terms shall apply to the support: <http://www.carahsoft.com/government-cloud-terms>

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

Should the licensee purchase MuleSoft Licenses, the following terms shall apply to those products: <https://www.mulesoft.com/legal/terms/EULA>

Washington State Department of Revenue

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

CARAHSOFT CORPORATION

License Information:

[New search](#)[Back to results](#)**Entity name:** CARAHSOFT TECHNOLOGY CORPORATION**Business name:** CARAHSOFT CORPORATION**Entity type:** [Profit Corporation](#)**UBI #:** 603-056-551**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129**Mailing address:** 11493 SUNSET HILLS RD
STE 100
RESTON VA 20190-5230**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				Active	Oct-31-2020	Jun-26-2018

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

Governing people	Title
ABOD, CRAIG P	
LORD, ELLEN	
MOORE, ROBERT	
SZCZEPANEK, JILLIAN	

Registered Trade Names

Registered trade names	Status	First issued
CARAHSOFT CORPORATION	Active	May-14-2018

The Business Lookup information is updated nightly. Search date and time: 10/23/2019 7:15:45 AM

Working together to fund Washington's future



CARAH-1

OP ID: LE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2019

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

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

PRODUCER Russell Ins. Group, Inc. (MAR) A Subsidiary of ACNB Corp. 2526 West Liberty Road Westminster, MD 21157 Douglas C. Marks		410-875-5617		CONTACT NAME: Lillian Page x3027 PHONE (A/C, No, Ext): 410-875-5617 FAX (A/C, No): 410-875-5340 E-MAIL ADDRESS: lpage@riginsurance.com	
INSURED Carahsoft Technology Corporation 1860 Michael Faraday Dr. #100 Reston, VA 20190				INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Company INSURER B: Sentinel Insurance Company Ltd INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:	
				NAIC # 29424 11000 85202	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			30SBABU9482	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			30UECAT1510	04/19/2019	04/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			30SBABU9482	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Prof. Liability Retro Date 8/27/14			MPL203759618 RETENTION-\$50,000	08/27/2018	08/27/2019	Occur/Agg \$10M/\$10M Cyber \$10M/\$10M

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

City of Spokane is Additional Insured with regard to General Liability
ATIMA.

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 <i>Lillian Page</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - VIRGINIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. BROAD FORM INSURED

A. Employees as Insureds

Paragraph A.1. - WHO IS INSURED of SECTION II- LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

B. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.B. - Additional Insured If Required by Contract, the following provisions apply:

- (3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

If you have agreed in a written contract or written agreement 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 (3) and (4) 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 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, by the method described in Other Insurance 5.d.

2. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

3. HIRED AUTO - COVERAGE TERRITORY

Paragraph b.(5)(a) of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- (a) A covered "auto" is leased, hired, rented or borrowed for a period of 180 days or less; and

4. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- A. The amount paid under the Physical Damage Coverage Section of the policy; and
- B. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage. (3) Security deposits not returned by the lessor;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(4) Carry-over balances from previous loans or leases.

5. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

6. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

7. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

8. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

9. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or

natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

10. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



Technology, Cyber, Data Risk, and Media Insurance

Coverage under this policy for **claims** is provided on a claims made and reported basis, and applies to **claims** first made against **you** and reported to **us** during the **policy period**. Coverage under this policy for **breach costs**, **cyber extortion costs**, **business interruption costs**, and **data recovery costs** is provided on an incident discovered and reported basis, and applies to incidents first discovered by **you** and reported to **us** during the **policy period**.

In consideration of the premium charged and in reliance on the statements made and information provided to **us**, including but not limited to the statements made and information provided in and with the application, which is made a part of this policy, as well as subject to the policy limit, the **waiting period**, **retention**, and all of the terms, conditions, limitations, and exclusions of this policy, **we** agree with the **named insured** as follows:

I. Insuring agreements

Technology liability

We will pay on **your** behalf:

- A. **damages** and **claim expenses** in excess of the **retention** if the performance of **technology services** by **you** or others on **your** behalf (including **your** subcontractors, outsourcers, or independent contractors) on or after the **retroactive date** results in a **claim** first made against **you** during the **policy period** for any actual or alleged:
1. **breach of contract**;
 2. **indemnity**;
 3. **negligence**;
 4. **fraud**;
 5. **breach of confidentiality**;
 6. **invasion of privacy**;
 7. **intellectual property infringement**;
 8. **unfair practices**;
 9. **defamation**; or
 10. unintentional infliction of emotional distress, but only when asserted in conjunction with and based on the same allegations as a **claim** for negligent publication, **invasion of privacy**, or **defamation**.

Cyber

- B. **loss** incurred by **you** in excess of the **retention** resulting from a **data breach**, **security failure**, or **extortion threat** that first occurs on or after the **retroactive date** and is discovered by **you** during the **policy period**.

Loss means:

1. **breach costs**;
2. **claim expenses**, **damages**, and **PCI fines and assessments** because of a **claim** made against **you**;
3. **claim expenses** and **penalties** because of a **regulatory proceeding** initiated against **you**;
4. **cyber extortion costs**;
5. **business interruption costs**; and
6. **data recovery costs**.

Media liability

- C. **damages** and **claim expenses** in excess of the **retention** if **your advertising** of **your technology services** or **professional services** on or after the **retroactive date** results in a **claim** first made against **you** during the **policy period** for any actual or alleged:
1. **intellectual property infringement**;



Technology, Cyber, Data Risk, and Media Insurance

2. unintentional infliction of emotional distress based on harm to the character or reputation of any person or entity;
3. **breach of a license**;
4. **invasion of privacy**;
5. **defamation**;
6. **unfair practices**; or
7. **negligence** or negligent publication, but only when arising from the substance of any communication, including but not limited to language, data, facts, fiction, music, photographs, images, artistic expression, or visual or graphic materials.

Miscellaneous professional liability

- D. **damages** and **claim expenses** in excess of the **retention** if the performance of **professional services** by **you** or others on **your** behalf (including **your** subcontractors, outsourcers, or independent contractors) on or after the **retroactive date** results in a **claim** first made against **you** during the **policy period** for any actual or alleged **negligence**.

II. Coverage enhancements

Contractual fees

We will also make the following payments, which will reduce the policy limit of liability and the applicable Each Claim limit of liability:

- A. If **your client** refuses to pay **your** contractually agreed fees (including any amount **you** owe to a subcontractor on the date **your client** first refuses to pay) for **your technology services** or **professional services** performed on or after the **retroactive date**, and **you** satisfy **us** that:
1. **you** do not have reasonable grounds to legally compel payment of the amount owed;
 2. there is written evidence from **your client** that they intend to make a **claim** against **you** that is reasonably likely to result in covered **damages** under Insuring Agreement A. Technology liability or D. Miscellaneous professional liability greater than the amount that **you** are owed; and
 3. **our** payment is reasonably likely to fully and finally resolve all known **claims** and potential **claims** by that **client**,

then **we** will pay the amount **you** are owed in excess of the **retention**, not including any amount for **your** lost profit, mark-up, or tax liabilities.

If a **claim** is still made against **you** after we have paid **your** outstanding fees, **our** obligation to pay any **damages** and **claim expenses** resulting from such **claim** will be reduced by the amount **we** paid.

Declaratory relief

- B. 1. If a claimant has advised **you**, in writing, that **you** are committing copyright or trademark infringement; and
2. directly in response to that written assertion, **you** file a declaratory relief action and the claimant files a counterclaim against **you** alleging copyright or trademark infringement; and
3. the counterclaim is covered under this policy and pending against **you** while **you** are prosecuting **your** declaratory relief action,

then **we** will pay reasonable attorney fees **you** incur in excess of the **retention** to prosecute that declaratory relief action.

Pre-claim assistance

- C. If **you** first become aware during the **policy period** of a potential **claim** that is reasonably likely to result in covered **damages** under Insuring Agreement A. Technology liability or D. Miscellaneous professional liability, then **we** will pay reasonable and necessary fees, costs, and expenses **we** incur to investigate or monitor such potential **claim**. **Our** obligation to make any payments under this subsection will cease when a **claim** is made against **you** arising out of the same circumstances as the potential **claim** **we** investigated or monitored.

No **retention** will apply until such potential **claim** becomes an actual **claim**, at which point the **retention** will apply.



Technology, Cyber, Data Risk, and Media Insurance

Service credits

- D. If **your client** makes a **claim** against **you** that is covered under Insuring Agreement A. Technology liability, and providing service credits to the **client** as part of or as the entire settlement will fully and finally resolve all known **claims** and potential **claims** by that **client**, then **we** will also pay for the value of **your** service credits (less any profit or mark-up), but only if the service credits are agreed to by **us** as part of the settlement.

III. Defense and settlement of claims

- A. **We** will have the right and duty to defend any covered **claim** or **regulatory proceeding**, even if such **claim** or **regulatory proceeding** is groundless, false, or fraudulent.
- B. **We** will have the right to appoint defense counsel upon being notified of such **claim**. Defense counsel will be mutually agreed between **you** and **us**, which agreement will not be unreasonably withheld. However, in the absence of such agreement, **our** decision will be final.
- C. Notwithstanding paragraph B., **we** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable **retention**.
- D. **Our** duty to defend will terminate upon the exhaustion of the applicable limit of liability stated in Item 4 of the Declarations.
- E. **We** will have the right to solicit and negotiate settlement of any **claim**. **We** will not, however, enter into a settlement unless **you** and **we** agree, which agreement will not be unreasonably withheld.
- F. **You** must notify **us** immediately of any settlement demands or offers. **We** agree that **you** may settle any **claim** where the total **loss**, **claim expenses**, and **damages** does not exceed the **retention**, provided the entire **claim** is resolved and **you** obtain a full release on behalf of all **insureds**.
- G. If **you** refuse to agree to any settlement recommended by **us** and acceptable to the claimant, then **our** liability for such **claim** will not exceed the sum of:
1. the amount for which such **claim** could have been settled, less the **retention**, plus **claim expenses** incurred up to the date of such refusal; and
 2. 50% of any **claim expenses** incurred after the date such settlement was refused by **you**, plus 50% of any **damages**, **PCI fines and assessments**, and **penalties** above the amount for which the **claim** could have settled.

IV. Definitions

Additional Insured

means any person or organization **you** have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by Insuring Agreement A. Technology liability or D. Miscellaneous professional liability, provided the contract or agreement:

1. is currently in effect or becomes effective during the **policy period**; and
2. was executed before the **technology services** or **professional services** out of which the **claim** arises were performed.

Advertising

means online, digital, or electronic promotion by broadcast, transmission, dissemination, telecast, cablecast, podcast, streaming, publication, republication, or by use of a website or social media.

Breach costs

means the following costs incurred in response to an actual or suspected **data breach**:

1. legal costs:
reasonable and necessary costs for an attorney to provide advice to the **insured organization** in connection with its investigation of a **data breach**, to assist with the preparation of notifications to the regulators and affected individuals, and to determine and pursue **your** indemnification rights under a written agreement with a third party;
2. computer forensic costs:
reasonable and necessary costs for a computer forensic analysis conducted by outside forensic experts to:



Technology, Cyber, Data Risk, and Media Insurance

- a. investigate the cause of a **data breach** and determine the information impacted; and
- b. stop or contain a **data breach**, provided all costs under this paragraph 2. b. will be limited to fees for time incurred by such outside forensic expert;
3. notification costs:
reasonable and necessary costs to notify individuals, regulators, or others as required by law, and to voluntarily notify individuals affected by a **data breach**;
4. call center costs:
reasonable and necessary costs to operate a call center to answer questions from affected individuals;
5. identity protection services:
reasonable costs to provide affected individuals with one year (or more as required by law) of services to monitor, restore, and/or protect an individual's credit or identity; and
6. crisis management and public relations costs:
reasonable costs:
 - a. for a public relations or crisis management consultant to assist the **insured organization** in reestablishing its business reputation and to respond to media reports regarding a **data breach**;
 - b. for an attorney to advise the **insured organization** on reducing the likelihood of or costs of any **claim** otherwise covered by this policy; and
 - c. to issue statements via email or the **insured organization's** website regarding a **data breach** to individuals whose information was not impacted by such **data breach**.

You may incur legal costs under paragraph 1. provided by a firm on **our** breach response providers list without **our** prior written consent. All other **breach costs** require **our** prior written consent.

You may request in writing the right to retain privacy counsel that is not on the breach response providers list. **We** will only consider such a request if the firm has not yet been retained to perform services in connection with the **data breach**, and whether to grant such request will be at **our** sole discretion.

Breach costs will not mean, and **we** will have no obligation to pay, any of **your** own costs, salaries, or overhead expenses.

Breach of confidentiality

means breach of any duty of confidentiality or unauthorized interception or recording of images or sound in violation of any civil anti-wiretap statute.

Breach of contract

means the unintentional breach of a written contract with **your client**.

Breach of a license

means breach of a license **you** have acquired to use a third-party's trademark and/or copyrighted material, but only to the extent **your** use inadvertently exceeds express limitations in the license regarding the territory, duration, or media in which the material may be used and only if such breach is asserted in conjunction with and based on the same allegations as a **claim** for copyright infringement or trademark infringement.

Business interruption costs

means **income loss** and **extra expense** actually sustained during the **period of restoration** directly due to the total or partial interruption of the **insured organization's** business for a period greater than the **waiting period**.

Business interruption costs does not mean:

1. legal costs or expenses;
2. costs to update, upgrade, enhance, or replace any computer system or program to a level beyond that which existed prior to the **event**;
3. any amounts due to unfavorable business conditions; or
4. costs to identify or remove software program errors or vulnerabilities.



Technology, Cyber, Data Risk, and Media Insurance

Claim	<p>means a written assertion of liability or any written demand for financial compensation or injunctive relief.</p> <p>In addition, with respect to Insuring Agreement B. Cyber only, claim also means:</p> <ol style="list-style-type: none">1. a regulatory proceeding;2. breach of contract;3. contractual indemnity - breach costs; or4. contractual indemnity - third-party.
Claim expenses	<p>means the following that are incurred by us or by you with our prior written consent:</p> <ol style="list-style-type: none">1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and forensic or other experts) incurred in the investigation, defense, and appeal of a claim; and2. premiums on appeal bonds, attachment bonds, or similar bond. However, we will have no obligation to apply for or furnish any such bonds. <p>Claim expenses will not mean and we will not be obligated to pay:</p> <ol style="list-style-type: none">1. overhead costs, general business expenses, salaries, or wages incurred by you; or2. the defense of any criminal investigation, criminal grand jury proceeding, or criminal action.
Client	<p>means any person or entity with whom you have entered into a written contract to provide services or deliverables that expressly fall within your technology services or professional services.</p>
Contractual indemnity - breach costs	<p>means any actual or alleged triggering of your obligations under a contractual agreement to indemnify your client, a merchant bank, or a payment processor for breach costs that would be covered by Insuring Agreement B. Cyber if you had incurred them, but only to the same extent as though you had incurred them.</p>
Contractual indemnity - third party	<p>means any actual or alleged triggering of your obligations under a contractual agreement to indemnify your client, a merchant bank, or a payment processor for damages or claim expenses that would be covered by Insuring Agreement B. Cyber if they arose from a claim against you, resulting from your actual or alleged:</p> <ol style="list-style-type: none">1. violation of any privacy law or consumer data protection law protecting against disclosure of personally identifiable information or confidential corporate information;2. breach of common law duty relating to personally identifiable information or confidential corporate information; or3. unintentional breach of a written contract or public facing privacy policy relating to personally identifiable information or confidential corporate information, <p>but only to the same extent as though they arose from a claim against you.</p>
Cyber extortion costs	<p>means the following costs incurred with our prior written consent in response to an extortion threat:</p> <ol style="list-style-type: none">1. the ransom paid or, if the demand is for goods or services, the fair market value at the time of surrender; and2. reasonable and necessary fees and expenses incurred by a representative appointed by us to provide you with assistance.
Damages	<p>means a monetary judgment or monetary award that you are legally obligated to pay (including pre- or post-judgment interest and claimant's attorney fees) or a monetary settlement agreed to by you and us.</p> <p>Damages will not mean:</p> <ol style="list-style-type: none">1. fines, civil or criminal penalties, taxes, or sanctions;2. penalties;3. PCI fines and assessments;

Technology, Cyber, Data Risk, and Media Insurance

4. any punitive, exemplary, or multiple damages; however, **we** will pay punitive or exemplary damages to the extent insurable in any applicable jurisdiction that most favors coverage;
5. the return or reduction of fees, commissions, profits, or charges for goods provided or services rendered; however, **we** will pay such amounts if asserted as **damages** in connection with an otherwise covered **claim** under Insuring Agreement A. Technology liability;
6. restitution, disgorgement of profits, or unjust enrichment;
7. the cost of complying with injunctive relief;
8. amounts **you** agree to indemnify; however, **we** will pay such amounts to the extent they are explicitly covered under Insuring Agreement A. Technology liability or B. Cyber;
9. any coupons, discounts, prizes, or other incentives, unless agreed in advance by **us** in **our** discretion; provided any such amounts will not include any profits to **you**;
10. any liquidated damages, but only to the extent such damages exceed the amount for which **you** would have been liable in the absence of the liquidated damages agreement; or
11. any service credits, except as provided under Section II. Coverage enhancements, D. Service credits.

Data asset

means any electronic data or software of the **insured organization**.

Data breach

means the acquisition, access, or disclosure of **personally identifiable information** or confidential corporate information by a person or entity, or in a manner, that is unauthorized by the **insured organization**.

Data recovery costs

means reasonable and necessary expenses incurred by **you** with **our** prior consent to:

1. regain access to a **data asset**; or
2. replace, restore, or repair a **data asset** from back-ups, originals, or other sources.

If a **data asset** cannot reasonably be accessed, recovered, or repaired, then **data recovery costs** will not exceed the reasonable and necessary expenses incurred by the **insured organization** to reach that determination.

Data recovery costs will not mean:

1. amounts to identify or remediate software program errors or vulnerabilities;
2. the economic value of any **data asset**, including trade secrets;
3. costs to restore, update, or replace any **data asset** to a level beyond which existed prior to the **event**; or
4. costs to research or develop any **data asset**.

Defamation

means any form of defamation, including but not limited to libel, slander, trade libel, product disparagement, or injurious falsehood.

Event

means a **data breach**, **extortion threat**, or **security failure**.

Extortion threat

means a threat from a third party to commit an intentional attack against the **insured organization's** website or computer systems or publicly disclose confidential corporate information or **personally identifiable information** misappropriated from the **insured organization** if money, securities, or other property of value is not paid.

Extra expense

means reasonable and necessary costs incurred by the **insured organization** to minimize the interruption of the **insured organization's** business that are over and above the cost that the **insured organization** ordinarily would have incurred to conduct its business had no **event** occurred.

Fraud

means any fraud or dishonesty of **your** employees, but only if the actual or alleged fraud or dishonesty was not committed or allegedly committed by any:



Technology, Cyber, Data Risk, and Media Insurance

1. board member, trustee, director, or officer (or equivalent position) of the **insured organization**; or
2. employee of the **insured organization** if any board member, trustee, director, or officer (or equivalent position) of the **insured organization** knew or had reason to know of such conduct by the employee.

Income loss

means the sum of the following:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned; and
2. continuing normal operating expenses incurred, including payroll.

Indemnity

means an indemnification obligation owed by **you** to a **client** under a written contract.

Intellectual property infringement

means intellectual property infringement (but not any patent infringement), including but not limited to misappropriation of trade secret, copyright infringement, trademark infringement, trademark dilution, trade dress infringement, publicity rights violations, cybersquatting violations, moral rights violations, any act of passing-off, or any misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material, or artwork.

However, with respect to Insuring Agreement C. Media liability, **intellectual property infringement** will not include misappropriation of trade secret.

Invasion of privacy

means false light, intrusion upon a person's seclusion, or misappropriation of a person's picture, name, or voice for commercial gain.

Merchant services agreement

means any agreement between the **insured organization** and a credit or debit card company, credit or debit card processor, financial institution, or independent sales organization allowing the **insured organization** to accept payment by credit card, debit card, or prepaid card.

Named insured

means the entity named in Item 1 of the Declarations.

Negligence

means any negligent, act, error, or omission, breach of any duty to use reasonable care, or negligent misrepresentation.

PCI fines and assessments

means all amounts **you** are legally obligated to pay under a **merchant services agreement** following a **data breach** or **security failure** impacting credit, debit, or prepaid card information, including:

1. contractual fines or penalties for non-compliance with the PCI Data Security Standards ("PCI DSS");
2. monetary assessments (including for operational expenses, card reissuance fees, and fraud recoveries) and case management fees; and
3. fees for a mandatory audit following a **data breach** to show that the **insured organization** is PCI DSS compliant.

Penalties

means any monetary amounts imposed in a **regulatory proceeding** to the extent insurable by law; however, **penalties** will not mean any: costs to comply with injunctive relief; costs to establish or improve security or privacy practices; or audit, reporting, or compliance costs.

Period of restoration

means the time period that:

1. begins on the date and time that the interruption of the **insured organization's** business first occurred; and
2. ends on the earlier of the date and time that the interruption of the **insured organization's** business: (i) ends; or (ii) could have ended had **you** acted with due diligence and dispatch.

In no event will the **period of restoration** exceed 60 days.

Personally identifiable information

means the following, in any form:

1. non-public individually identifiable information as defined in any federal, state, local, or foreign statute, rule, or regulation, including but not limited to protected health information as defined



Technology, Cyber, Data Risk, and Media Insurance

by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and any rule or regulation promulgated thereunder; or

- an individual's: social security number or taxpayer identification number; driver's license number or state identification number; passport number; or financial account number or credit or debit card number.

Policy period

means the period of time stated in Item 2 of the Declarations, including any optional extended reporting period under Section VIII, when purchased.

Pollutants

means any solid, liquid, gaseous, biological, radiological, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, soot, fumes, acids, alkalis, chemicals, nuclear materials, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Professional services

means only those services identified as Covered Professional Services under the "Specified Terms for Professional Liability Insuring Agreement" section of the Declarations.

Regulatory proceeding

means a request for information or assertion of liability by a governmental entity in its official capacity.

Retention

means:

- with respect to all **claims** or **loss** other than **business interruption costs**, the amount(s) stated in Item 5 of the Declarations.
- with respect to **business interruption costs**, the greater of: (i) the amount of **business interruption costs** incurred during the **waiting period**; or (ii) the **retention** amount stated in Item 5 of the Declarations.

Retroactive date

means the date stated in Item 3 of the Declarations. Provided, in the event a **subsidiary** is acquired during the **policy period**, the **retroactive date** for such **subsidiary** will be the date the **named insured** acquired effective control of the entity.

Security failure

means any failure by **you** or by others on **your** behalf (including the **insured organization's** subcontractors, outsourcers, or independent contractors) in securing the **insured organization's** computer system.

Subsidiary

means:

- any entity in which, on or prior to the effective date of the **policy period**, either directly or indirectly through one or more **subsidiaries**, the **named insured** owns more than 50% of the issued and outstanding voting securities or the right to elect or appoint such entity's board of directors or equivalent management structure ("effective control"); and
- any entity of which the **named insured** acquires effective control during the **policy period**, and whose revenues:
 - do not exceed 10% of the current annual revenues of the **named insured**; or
 - exceed 10% of the current annual revenues of the **named insured**, but only if within 90 days of such acquisition the **named insured**:
 - provides **us** with written notice of such acquisition and any information **we** require in connection therewith; and
 - pays any additional premium and accepts any special terms, conditions, and exclusions in connection therewith.

However, with respect to a **subsidiary** described in paragraph 2. of this definition, the policy will only cover **claims** or **loss** resulting from acts, errors, omissions, incidents, or events occurring while the **named insured** had effective control of such **subsidiary**.

An entity ceases to be a **subsidiary** once the **named insured** no longer has effective control of such entity, either directly or indirectly through one or more **subsidiaries**, and this policy will not respond to **loss** incurred by or **claims** made against such entity after it ceases to be a **subsidiary**.



Technology, Cyber, Data Risk, and Media Insurance

Technology products	means computer or telecommunications hardware, software, firmware, or related electronic equipment.
Technology services	means only those services identified as Covered Professional Services under the “Specified Terms for Technology Liability Insuring Agreement” section of the Declarations, and includes the supply, provision, or delivery of technology products .
Unfair practices	means unfair competition, deceptive business practices, or false designation of origin, but only when asserted in conjunction with and based on the same allegations as a claim for intellectual property infringement .
Waiting period	means the number of hours stated in Item 6 of the Declarations.
We/us/our	means the Underwriters identified on the Declarations as issuing this policy.
You/your/insured	<p>means:</p> <ol style="list-style-type: none">1. the named insured and any subsidiaries (together, the “insured organization”);2. a board member, trustee, director, or officer (or equivalent position) of the insured organization, but only with respect to the performance of his or her duties as such on behalf of the insured organization;3. an employee of the insured organization, including any part-time, temporary, or leased employee, but only with respect to the performance of his or her duties as such on behalf of the insured organization;4. if the named insured is a partnership, limited liability partnership, or limited liability company, a general or managing partner, principal, or owner, but only with respect to the performance of his or her duties as such on behalf of the named insured;5. any person who previously qualified as an insured under paragraphs 2., 3., or 4. above, but only with respect to the performance of his or her duties as such on behalf of the insured organization;6. the estate, heirs, executors, administrators, assigns, and legal representatives of any insured in the event of such insured's death, incapacity, insolvency, or bankruptcy, but only to the extent that such insured would otherwise be provided coverage under this policy;7. the spouse or domestic partner of any insured identified in paragraphs 2., 3., or 4. above, but solely with respect to any act, error, or omission of an insured other than the spouse or domestic partner; and8. any additional insured, but solely for their liability arising out of the insured organization's technology services or professional services and not for any liability arising out of the sole negligence of the additional insured.

V. Exclusions

This policy does not apply to and **we** will have no obligation to pay any **loss, damages, claim expenses**, or any other amounts:

Bodily injury	<ol style="list-style-type: none">1. based upon or arising out of any actual or alleged bodily injury, sickness, or disease, including death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock; however, this exclusion will not apply to:<ol style="list-style-type: none">a. any loss otherwise covered under Insuring Agreement B. Cyber; orb. a claim for emotional distress otherwise covered under part 10. of Insuring Agreement A. Technology liability or part 2. of Insuring Agreement C. Media liability.
Chargeback	<ol style="list-style-type: none">2. based upon or arising out of any actual or alleged chargeback, liability, or fee incurred by you or your client as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction; however, this exclusion will not apply to any loss under Insuring Agreement B. Cyber.



Technology, Cyber, Data Risk, and Media Insurance

Collection of data without knowledge

3. based upon or arising out of any actual or alleged:
 - a. collection of information by **you** (or others on **your** behalf) without the knowledge or permission of the persons to whom such information relates; however, this exclusion will not apply if no board member, trustee, director, or officer (or equivalent position) of the **insured organization** knew or had reason to know of such conduct; or
 - b. use of **personally identifiable information** by **you** (or others on **your** behalf) in violation of law.

Competitor trade secrets/confidential information

4. based upon or arising out of any actual or alleged disclosure, misuse, or misappropriation of any ideas, trade secrets, or confidential information that came into the possession of any person or entity before such person or entity became an employee, board member, trustee, director, or officer (or equivalent position) of the **insured organization**; however, this exclusion will not apply to any **loss** otherwise covered under Insuring Agreement B. Cyber.

Conduct

5. based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions; however **we** will pay **claim expenses** until there is a non-appealable adjudication establishing such conduct.

This exclusion will apply to the **named insured** only if the conduct was committed or allegedly committed by any:

- a. board member, trustee, director, or officer (or equivalent position) of the **named insured**; or
- b. employee of the **named insured** if any board member, trustee, director, or officer (or equivalent position) of the **named insured** knew or had reason to know of such conduct by the employee.

This exclusion will apply separately to each **insured** and will not apply to any **insured** who did not commit, participate in, acquiesce to, or ratify such conduct committed by another **insured**.

However, this exclusion will not apply to a **claim** for **fraud** otherwise covered under part 4. of Insuring Agreement A. Technology liability.

Employer liability

6. based upon or arising out of any actual or alleged:
 - a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any foreign, federal, state, or local statutory or common law;
 - b. liability or breach of any duty or obligation owed by **you** as an employer;
 - c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact; or
 - d. liability or breach of any duty or obligation owed to the **insured organization** and/or its shareholders by any of the **insured organization's** current or former board members, trustees, directors, or officers (or equivalent position) in their capacity as such.

However, parts a and b of this exclusion will not apply to any **loss** otherwise covered under Insuring Agreement B. Cyber.

False or misleading advertisement

7. based upon or arising out of any actual or alleged false or misleading advertisement; however, this exclusion will not apply to any **claim**:
 - a. resulting from a **data breach**; or
 - b. otherwise covered under Insuring Agreement A. Technology liability or C. Media liability and that is based on **your** alleged unauthorized use of another's trademark.

Fund transfer

8. for any actual or alleged loss, theft, or transfer of **your** funds, monies, or securities, or the funds, monies, or securities of others in **your** care, custody, or control, or in the care, custody, or control of any third party for whom **you** are legally liable, including the value of any funds, monies, or securities transferred by **you** or others on **your** behalf.



Technology, Cyber, Data Risk, and Media Insurance

Governmental
investigation/enforcement

9. based upon or arising out of any actual or alleged governmental investigation or enforcement of any state or federal regulation, including but not limited to any regulation promulgated by the Federal Trade Commission, Federal Communications Commission, or the Securities and Exchange Commission; however, this exclusion will not apply to any **claim** otherwise covered under Insuring Agreement B. Cyber.

Infrastructure interruption

10. based upon or arising out of any actual or alleged failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider, or other infrastructure provider; however, this exclusion will not apply to:
- a. a **data breach** involving data that was stored in the cloud, on remote servers, or at a co-location or data hosting service; or
 - b. a **claim** by **your client** if **you** are an internet service provider, telecommunications provider, utility provider, or other infrastructure provider.

Insured vs. insured

11. based upon or arising out of any **claim** made by or on behalf of:
- a. any **insured**;
 - b. any entity in which **you** directly or indirectly hold more than a 15% ownership interest, or that **you** directly or indirectly manage, control, or operate, in whole or in part; or
 - c. any person or entity that directly or indirectly holds more than a 15% ownership interest in the **insured organization**, or that directly or indirectly owns, manages, controls, or operates the **insured organization**, in whole or in part.

However, this exclusion will not apply to a **claim** brought by an employee alleging injury resulting from a **data breach**.

Intellectual property

12. based upon or arising out of any actual or alleged infringement, use, misappropriation, or disclosure of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title, or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off; however, this exclusion will not apply to any:
- a. **loss** resulting from a **data breach** committed by a third party;
 - b. **loss** resulting from a **security failure**; or
 - c. **claim** otherwise covered under part 7. of Insuring Agreement A. Technology liability or part 1. of Insuring Agreement C. Media liability.

Licensing organization

13. based upon or arising out of any actual or alleged investigation or enforcement by the American Society of Composers, Authors, and Publishers (ASCAP), Broadcast Music Incorporated (BMI), Society of European Stage Authors and Composers (SESAC), or other similar licensing organization; however, this exclusion will not apply to any **claim** otherwise covered under Insuring Agreement B. Cyber.

Ownership of content/
material/services

14. based upon or arising out of any actual or alleged disputes with any of **your** present or former directors, officers, trustees, partners, joint venturers, employees, agents, or independent contractors concerning ownership of or the exercise of rights relating to information, content, material, or services supplied to **you** by any of them.

Pending/prior litigation/
notice

15. based upon or arising out of:
- a. any prior or pending litigation, **claim**, written demand, arbitration, administrative or regulatory proceeding, or investigation which was filed or commenced against **you** and of which **you** had notice prior to the first date of the **policy period**;
 - b. any actual or alleged matter that prior to the first date of the **policy period** **you** knew or reasonably ought to have known would be likely to lead to a **claim** or **loss**; or
 - c. any **claim**, potential **claim**, or **loss** which has been the subject of any written notice given under any other policy before the effective date of this policy.

However, if this policy is a renewal or replacement of a previous policy **we** issued that provided materially identical coverage, and is part of an unbroken chain of successive policies



Technology, Cyber, Data Risk, and Media Insurance

issued by **us**, the **policy period** referred to in parts a. and b., above, will be the policy period of the first such policy **we** issued.

- | | |
|-----------------------------------|--|
| Pollution | 16. based upon or arising out of any actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants , including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants . |
| Property damage | 17. based upon or arising out of any actual or alleged damage to, or destruction or loss of use of, any tangible property; however, this exclusion will not apply to: <ul style="list-style-type: none">a. damage to data, or destruction or loss of use of data; orb. a data breach or security failure resulting from damage to or destruction of tangible property. |
| Racketeering | 18. based upon or arising out of any actual or alleged collusion, extortion, threatened violence, or violation of racketeering or conspiracy law, including but not limited to violation of the Racketeer Influenced and Corrupt Organizations (RICO) Act and all amendments to this Act or any rules or regulations promulgated under it; however, this exclusion will not apply to cyber extortion costs . |
| Redemption | 19. based upon or arising out of any actual or alleged price discounts, prizes, awards, money, or valuable consideration given in excess of a total contracted or expected amount, including over redemption or under redemption of coupons, discounts, awards, or prizes; however, this exclusion will not apply to any loss otherwise covered under Insuring Agreement B. Cyber. |
| Related or continuing event | 20. based upon or arising out of any related or continuing acts, errors, incidents, or events where the first act, error, incident, or event first occurred prior to the retroactive date . |
| Repair/replace/recall | 21. based upon or arising out of any actual or alleged repair, upgrade, correction, recall, replacement, withdrawal, removal, or disposal costs incurred by you or others; however, this exclusion will not apply to: <ul style="list-style-type: none">a. extra expense;b. data recovery costs incurred to repair, restore, or repair a data asset from back-ups, originals, or other sources; orc. a claim alleging the loss of use of technology products otherwise covered under Insuring Agreement A. Technology liability. |
| Securities/taxation/
fiduciary | 22. based upon or arising out of any actual or alleged: <ul style="list-style-type: none">a. violation of any federal, state, local, or foreign securities law, including but not limited to the U.S. Securities Act of 1933 and Securities Exchange Act of 1934, both as amended, or any similar law;b. violation of any taxation law or regulation; orc. breach of any fiduciary duty owed by you. <p>However, this exclusion will not apply to an otherwise covered claim resulting from a data breach involving personally identifiable information, provided that no board member, trustee, director, or officer (or equivalent position) of the insured organization participated or colluded in such data breach.</p> |
| Spam | 23. based upon or arising out of any actual or alleged violation of any federal, state, local, or foreign statutes, ordinances, regulations, or other laws regarding or relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, mobile video messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any anti-spam or do-not-call statutes, ordinances, or regulations. |
| Surrender of ransom | 24. with respect to cyber extortion costs only, based upon or arising out of: <ul style="list-style-type: none">a. the surrender of a ransom at the location where the illegal threat and ransom demand was |



Technology, Cyber, Data Risk, and Media Insurance

first made, unless brought to such location after receipt of the ransom demand for the sole purpose of paying such ransom demand; or

- b. a fraudulent or criminal act committed by or in collusion with a board member, trustee, director, or officer (or equivalent position) of the **insured organization**.

Sweepstakes/gambling/
lotteries

- 25. based upon or arising out of any actual or alleged provision of any sweepstakes, gambling activities, or lotteries; however, this exclusion will not apply to any **loss** otherwise covered under Insuring Agreement B. Cyber.

Unfair competition/trade
practices

- 26. based upon or arising out of any actual or alleged unfair competition, deceptive trade practices, restraint of trade, or antitrust violation; however, this exclusion will not apply to an otherwise covered **claim**:
 - a. resulting from a **data breach** or **security failure**; or
 - b. under Insuring Agreement A. Technology liability or C. Media liability.

Excluded business
interruption costs and data
recovery costs

- 27. with respect to **business interruptions costs** and **data recovery costs** only, based upon or arising out of:
 - a. any bodily injury, sickness, or disease, including death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock;
 - b. any seizure, confiscation, nationalization, destruction, or loss of use of computer systems or **data assets** due to any action by a governmental authority;
 - c. the bankruptcy, financial impairment, or insolvency of the **insured organization** or other person or entity;
 - d. ordinary wear and tear or gradual deterioration of the physical components of a computer system;
 - e. physical cause or natural peril, including but not limited to fire, wind, water, flood, subsidence, earthquake, or act of God;
 - f. any liability to third parties or contractual penalties; or
 - g. any **data breach** involving information that is not under the **insured organization's** direct control, or any **security failure** or **extortion threat** against an entity that is not an **insured**.

Excluded technology liability
claims

- 28. with respect to Insuring Agreement A. Technology liability only, based upon or arising out of any actual or alleged:
 - a. breach of any exclusivity, non-competition, non-solicitation, or other similar commercial terms in **your** contract with a **client**;
 - b. defect in any **technology products** that is solely caused by a third party, including but not limited to any third party software supplier, manufacturer, or originator; however, this exclusion will not apply to:
 - i. **claim expenses we** pay on **your** behalf to defend such **claims** but only until (if ever) there is a finding in any legal proceeding (including any arbitration) or any admission that the defect at issue is solely caused by a third party, at which time **our** duty to defend **you** will end and **you** will reimburse **us** for all **claim expenses** that **we** have paid toward that **claim**; or
 - ii. any amount **you** satisfy **us** that **you** are legally able to recover under a written contract;
 - c. commercial decision to cease providing a particular product or service; or
 - d. commercial dispute with **your** business partner or business associate, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venturer, but only to the extent such a **claim** is based upon:

Technology, Cyber, Data Risk, and Media Insurance

- i. a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with **you**, or any compensation or remuneration promised or owed by **you** pursuant to those terms; or;
 - ii. **your** decision to cease doing business with such a partner or associate.
- Excluded media liability claims
29. with respect to Insuring Agreement C. Media liability only, based upon or arising out of any actual or alleged:
- a. breach of contract, liability of others that **you** assume under any contract or agreement, or breach of any written, oral, express, or implied warranties or guarantees; however, this exclusion will not apply to any **claims** arising from **your** agreement to hold harmless or indemnify a party against any liabilities directly resulting from content supplied to them by **you**, but only if such obligation was assumed by **you** prior to any such liability being incurred; or
 - b. obligation to pay any licensing fee or royalty.
- Excluded misc. professional liability claims
30. with respect to Insuring Agreement D. Miscellaneous professional liability only, based upon or arising out of any actual or alleged:
- a. breach of contract; however, this exclusion will not apply to liability **you** would have in the absence of such contract or agreement;
 - b. liability of others that **you** assume under any contract or agreement;
 - c. breach of express warranties or guarantees, including but not limited to any agreements to refund, repurchase, or indemnify any person or entity; however, this exclusion will not apply to any:
 - i. warranty or guarantee to perform **your professional services** consistent with applicable industry standards or with reasonable skill or care; or
 - ii. liability **you** would have in the absence of the warranties or guarantees; or
 - d. failure to procure or maintain adequate insurance or bonds.

VI. Retention and limit of liability

- A. The policy limit of liability stated in Item 4 of the Declarations will be the maximum amount **we** will be liable to pay for all **loss, damages, claim expenses**, and other amounts under the policy, regardless of the number of **claims** or **events**.
- B. The Each Claim or Event limits of liability stated in Item 4 of the Declarations will be the maximum amount **we** will be liable to pay for any single **claim** or **loss** under each Insuring Agreement. If the same **claim** or **loss** triggers more than one Insuring Agreement, **we** will only be liable to pay for such **claim** or **loss** under one Insuring Agreement, which will be the Insuring Agreement that provides the most favorable coverage. The Each Claim or Event limits of liability are a part of, and not in addition to, the policy limit of liability.
- C. **We** will not be responsible for payment of any **loss, damages, or claim expenses** until the **retention** amount(s) stated in Item 5 of the Declarations has been satisfied. Such **retention(s)** must be paid by **you** and cannot be insured.
- D. With respect to **business interruption costs**, the **retention** will be the greater of: (i) the amount of **business interruption costs** incurred during the **waiting period**; or (ii) the **retention** amount stated in Item 5 of the Declarations.
- E. **We** may at **our** sole discretion advance payment of **claim expenses, damages, or losses** within the **retention** amount on **your** behalf, but **you** will reimburse **us** for any such amounts as soon as **we** request such reimbursement.

VII. Notice

- A. **You** must notify **us** of **claims** as soon as practicable once such **claim** is known to any board member, trustee, director, officer, in-house counsel, risk manager, chief technology officer,



Technology, Cyber, Data Risk, and Media Insurance

chief information officer, or chief privacy officer of the **insured organization**, but in any event no later than: (i) the end of the **policy period**; or (ii) 30 days after the end of the **policy period** for **claims** made against **you** in the last 30 days of the **policy period**. Proper notification of **claims** must be sent in accordance with the notification details in Item 7 of the Declarations.

- B. **You** may notify **us** of any matter reasonably likely to lead to a **claim** covered under this policy. Such notification must be provided as soon as practicable and within the **policy period**, and must, to the full extent possible, identify the particulars of the potential **claim**, including identifying the potential claimant(s), the likely basis for alleged liability, the likely demand for relief, and any additional information about the potential **claim** that **we** reasonably request. If such a potential **claim** notification is made to **us**, then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of the potential **claim**, even if the **claim** is first made against **you** after the **policy period** has expired. Proper notification of potential **claims** must be sent in accordance with the notification details in Item 7 of the Declarations.
- C. **You** must promptly notify **us** of an **event** once such **event** is first discovered by **you**, but in any event no later than: (i) the end of the **policy period**; or (ii) 30 days after the end of the **policy period** for an **event** first discovered by **you** in the last 30 days of the **policy period**. Proper notification of **events** must be sent in accordance with the notification details in Item 7 of the Declarations.

VIII. Optional extended reporting period

- A. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase for an additional premium an optional extended reporting period. Provided, however, the right to purchase an optional extended reporting period will not apply if:
1. this policy is canceled by **us** for non-payment of premium;
 2. the total premium for this policy has not been fully paid; or
 3. **you** have purchased replacement coverage.
- B. The optional extended reporting period will apply only to any **claims** that:
1. are first made against **you** and reported to **us** during such optional extended reporting period; and
 2. result from acts, omissions, or **events** occurring on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal.
- C. The additional premium and effective dates will be stated in the purchased extended reporting period endorsement.
- D. Notice of election and full payment of the additional premium for the optional extended reporting period must be received within 30 days after the effective date of cancellation or non-renewal. In the event the additional premium is not received within the 30 days, any right to purchase the optional extended reporting period will lapse and no further optional extended reporting period will be offered.
- E. The limits of liability applicable during any purchased optional extended reporting period will be the remaining available policy limit under the canceled or non-renewed policy. There will be no separate or additional limit of liability available for any purchased optional extended reporting period and the purchase of any optional extended reporting period will in no way increase the policy limit or any policy sublimit.

IX. Related claims and losses

For purposes of this policy:

1. all **claims** arising from any common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made;



Technology, Cyber, Data Risk, and Media Insurance

2. all **events** arising from any common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **event** first discovered on the date the first such **event** was discovered by **you**; and
3. all **claims** or **losses** arising from the same or related **events** will be considered a single **claim** or **loss** first made against or incurred by the **insured** on the date the first **event** was discovered by the **insured**.

X. Conditions applicable to cyber extortion costs

The following are conditions precedent to the payment by **us** of any **cyber extortion costs** under this policy:

1. **you** must inform, or allow **us** to inform, the appropriate law enforcement authorities where the illegal threat and ransom demand was made;
2. **you** must keep **us** fully informed of all developments concerning the **extortion threat** and must obtain **our** agreement regarding the timing and manner of any ransom payment prior to making any ransom payment;
3. **you** must demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** have taken all reasonable efforts to determine that the threat is genuine and not a hoax; and
4. at least one trustee, director, or officer (or equivalent position) of the **named insured** must agree to the ransom payment.

XI. Conditions applicable to business interruption costs

The following are conditions precedent to the payment by **us** of any **business interruption costs**:

1. **You** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the interruption of the **insured organization's** business (unless such period has been extended by **us** in writing) which will include, at a minimum, the following information:
 - a. a full description of the circumstances surrounding the **business interruption costs**, including, without limitation, the time, place, and cause of the **loss**;
 - b. a detailed calculation of any **business interruption costs**; and
 - c. all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption costs**.
2. Any costs incurred by **you** in connection with establishing or proving **business interruption costs**, including but not limited to preparing a proof of loss, will be **your** obligation, and are not covered under this policy.
3. In determining the amount of **income loss** covered under part 5. of Insuring Agreement B. Cyber, due consideration will be given to the prior experience of **your** business, and to the probable business **you** could have performed had no **event** occurred. Provided, such **income loss** will not include income that would likely have been earned as a result of an increase in volume of business due to favorable business conditions caused by the interruption of any other entity's business. **Income loss** will be calculated on a daily basis.

XII. Cancellation

- A. This policy may be canceled by the **named insured** by giving advance written notice to **us** at the address on the Declarations stating when thereafter such cancellation will be effective.
- B. This policy may be canceled by **us** only if the **insured** fails to pay the premium within 30 days of the inception of the **policy period**. In such cases, **we** will mail to the **named insured** by registered, certified, or other first class-mail, at the **named insured's** address stated in Item 1 of the Declarations, written notice stating when the cancellation will be effective, such date not to be less than ten days thereafter.
- C. The mailing of such notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice.



Technology, Cyber, Data Risk, and Media Insurance

- D. If this policy is canceled by the **named insured**, **we** will retain the customary short rate portion of the premium.
- E. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of the cancellation, but such payment will be made as soon as practicable.

XIII. Duty to cooperate

- A. **You** must provide **us** with full, timely, and accurate information about all matters, **claims**, and **losses** notified to **us** under this policy. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving false information in connection with a notification, **we** will immediately be relieved of all obligations under this policy with respect to the notification at issue, including the duty to defend **you**.
- B. If **we** have accepted notice of any matter, **claim**, or **loss** under this policy, then **you** must:
1. give **us**, or anyone appointed by **us**, at **your** expense, all the assistance, cooperation, and information which **we** reasonably require under this policy, and **you** must do anything **we** reasonably request to avoid, minimize, or resolve any matter, **claim**, or **loss**, including paying the **retention** when requested by **us**; and
 2. notify **us** as soon as practicable of all settlement offers made by a claimant in connection with any **claim** or potential **claim**.
- C. **You** will not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent, except as follows:
1. **extra expenses**;
 2. as provided in Section III. Defense and settlement of claims, F.; or
 3. as provided in the definition of **breach costs**.

XIV. Change in ownership

You must notify **us** as soon as practicable if **you** merge with or are acquired by another business. In that event, coverage under this policy will continue until the end of the **policy period**, but only with respect to **claims** arising from acts, omissions, or **events** occurring prior to such merger or acquisition.

XV. Appraisal

If **we** and the **named insured** do not agree on the amount of **business interruption costs**, either party may make a written demand for an appraisal of the **business interruption costs**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of **business interruption costs**. If the appraisers do not agree on the amount of the **business interruption costs**, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the **business interruption costs** will be binding on **you** and **us**. Each party will pay their respective chosen appraiser and will equally share the costs of the umpire.

XVI. Other insurance

Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance unless such other insurance is specifically written as excess insurance over the limit of liability of this policy. However, with respect to **breach costs** only, this policy will be primary.

XVII. Subrogation

In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to such payment. **You** will do everything that may be necessary to secure and preserve such subrogation rights, including but not limited to the execution of any documents necessary to



Technology, Cyber, Data Risk, and Media Insurance

allow **us** to bring suit in **your** name. **You** will do nothing to prejudice such subrogation rights without first obtaining **our** written consent.

Any recovery will first be paid to **us** up to the amount of any **loss, damages, claim expenses**, or other amounts that **we** have paid. Any remaining amounts will be paid to **you**.

XVIII. Alteration and assignment

No change in, modification of, or assignment of any interest under this policy will be effective unless made by written endorsement to this policy signed by **our** authorized representative.

XIX. Representations

You agree that all representations (whether oral or written) made and all materials submitted in connection with the application for this policy are true, accurate, and not misleading, and were relied upon by **us** and were material to **our** decision to issue this policy. If **we** learn that such representations or submitted materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

XX. Bankruptcy and insolvency

Your bankruptcy or insolvency will not relieve **us** of **our** obligations under this policy.

XXI. Sanctions

This policy will not be deemed to provide coverage and **we** will not be liable to pay any **claim** or **loss** or provide any benefit under the policy to the extent that the provision of such coverage, payment of such **claim** or **loss**, or provision of such benefit would expose **us** to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom, or United States of America.

XXII. Headings

The titles of paragraphs, sections, provisions, or endorsements of or to this policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the policy.

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

04/13/2020

<u>Date Rec'd</u>	3/23/2020
<u>Clerk's File #</u>	OPR 2018-0649
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP# 195-18
<u>Requisition #</u>	CR21594

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 COMGROUP ENG SVCS FOR FIBER OPTIC PATHWAY

Agenda Wording

Contract with Comgroup, Inc. to provide the City with Engineering Services for the project of designing and installing a diverse fiber path from the Public Safety Building(PSB) to the Combined Communications Building(CCB). Requesting \$8,276.40 w/tax

Summary (Background)

ComGroup was the only respondent to RFP#195-18 & selected to assist the COS by providing engineering svcs to include detailed design, specs, procurement, construction administration, & implementation, for the installation of fiber optic cable & pathway between the PSB and the CCB which is critical for disaster recovery and continuity of operations. Original 2018 contract was \$70,488, of which \$47,000 was paid. Remaining \$23,448 & this amendment of \$8,276.40 are needed to complete the project.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>	
		Public Works? NO		
Expense	\$	8,276.40	#	5310-73100-94000-56305
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>		SLOON, MICHAEL	<u>Study Session\Other</u>	Public Safety and Community Health 3/30/2020
<u>Division Director</u>		SLOON, MICHAEL	<u>Council Sponsor</u>	
<u>Finance</u>		BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>			Legal - modle@spokanecity.org	
<u>Purchasing</u>		WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
			IT - itadmin@spokanecity.org	
			Tax & Licenses	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Comgroup, Inc Engineering Services in response to RFP #195-18
Date:	March 30, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Mike Sloon
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)	ITSD- To provide Engineering Services for the installation of a Diverse Fiber Route. The diverse route is a critical infrastructure resource needed to support the city's comprehensive Disaster Recovery and Continuity of Operations plan. The diverse route also provides network infrastructure for city Wi-Fi and Smart City initiatives.
Strategic Initiative:	Safe and Healthy Disaster Recovery and Continuous Operations. Public Safety at CCB.
Deadline:	September 30, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Engineering services for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).
Background/History: The City of Spokane issued an RFP in 2018 seeking a firm to provide the City with engineering services for the project of designing and installing a diverse fiber path from the Public Safety Building (PSB) to the Combined Communications Building (CCB). Original 2018 Contract was \$70,448 which \$47,000 has been paid. Remaining balance of \$23,448 plus change order of \$8,276.40.	
Executive Summary: <ul style="list-style-type: none"> Amendment/extension to OPR 2018-0649 to provide Engineering Services for the installation of a Diverse Fiber Route. Requesting \$31,764.40 including tax for the amendment/extension of this contract. Term is October 1, 2019 through December 31, 2021 	
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: Other budget impacts: (revenue generating, match requirements, etc.)	
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: Known challenges/barriers:	

		Comgroup - jrs@comgroup-inc.com
--	--	---------------------------------

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 3/31/2020

Type of expenditure: Goods ☐ Services ☒

Department: ITSD

Approving Supervisor: Mike Sloon

Amount of Proposed Expenditure: \$8,276.40

Funding Source: 5310-73100-94000-56305

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

To finish OPR 2018-0649, amendment to complete a diverse fiber route.

What are the impacts if expenses are deferred?

Project has already been delayed, failure to proceed would delay project another year. Work can only be completed in summer months.

What alternative resources have been considered?

A RFP #195-18, was issued in 2018.

Description of the goods or service and any additional information?

To provide Engineering Services for the installation of a Diverse Fiber Route. The diverse route is a critical infrastructure resource needed to support the city's comprehensive Disaster Recovery and Continuity of Operations plan. The diverse route also provides network infrastructure for city Wi-Fi and Smart City initiatives.

Person Submitting Form/Contact: Carlos Plascencia

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: **DIVERSE FIBER ROUTE**

This Contract Amendment/Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMGROUP, INC.**, whose address is 12220 113th Avenue NE, Suite 205, Kirkland, Washington 98034 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 develop a diverse fiber route for Engineering Services; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 30, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on October 1, 2019.

3. EXTENSION.

The contract documents are hereby extended and shall run through December 31, 2021.

4. AMENDMENT.

The Scope of Work in the original Contract is revised to include that which is outlined in ComGroup's January 20, 2020 Proposal, attached as Exhibit A.

5. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHT THOUSAND TWO HUNDRED SEVENTY SIX AND 40/100 DOLLARS (\$8,276.40)** everything furnished and done under this Contract Amendment/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 Amendment/Extension by having legally-binding representatives affix their signatures below.

COMGROUP, 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:

Exhibit A - ComGroup's January 20, 2020 Proposal

20-051



COMgroup, Inc.
Additional Services Request
for
City of Spokane

Date: January 20, 2020

Request #: 01

Project Name: Diverse Fiber Route PSB to CCB
Project #: 5504-190038

Reason for Additional Services:

Additional Fees requested for revised design, drawings, and specifications, along with new proposal review, due to changes to route and splicing to include fiber backbone access for Spokane Transit Authority (STA) designated locations.

SCOPE OF WORK

- Obtain the detailed data for the new splices, including fiber counts, connection points, and splicing requirements
- Edit the route narrative for the new splice information
- Edit the specifications, including additional materials/parts
- Update CAD drawings for the new details
- Coordinate with City's team; attend meetings as needed
- Review final RFx documents prior to release
- Assist with vendor questions and any addendums that may be required
- Assist with validation of proposals received

Total Estimated Hours & Fees: **46 Hours** **\$ 7,600.00**

ASR ASSUMPTIONS

1. Assumes STA will be responsible for extensions from splice points to its sites
2. Assumes two drawing releases: one draft, and one final for RFP purposes (CD)

Approved:

Yes _____ No _____

Signature

Date



STATE OF
WASHINGTON

Profit Corporation

COMGROUP, INC.
12220 113TH AVENUE NE STE 205
KIRKLAND, WA 98034

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Jan 17, 2020
Unified Business ID #: 602153104
Business ID #: 001
Location: 0001
Expires: Oct 31, 2020

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT #T11049565BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

COMGROUP CONSULTING
COMGROUP, INC.
TELCOM ASSIST, INC.

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.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602153104 001 0001

COMGROUP, INC.
12220 113TH AVENUE NE STE 205
KIRKLAND, WA 98034

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT #T11049565BUS -
ACTIVE

Expires: Oct 31, 2020

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/30/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Nicole Larsen PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: Nicole.Larsen@greyling.com														
INSURED Ross & Baruzzini, Inc. 6 S Old Orchard Ave Saint Louis, MO 63119	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B : Hartford Casualty Ins. Co.</td> <td>29424</td> </tr> <tr> <td>INSURER C : Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER D : Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER E : Hartford Underwriters</td> <td>30104</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company	11000	INSURER B : Hartford Casualty Ins. Co.	29424	INSURER C : Twin City Fire Insurance Co.	29459	INSURER D : Beazley Insurance Company, Inc.	37540	INSURER E : Hartford Underwriters	30104	INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 19-20****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 INSR	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBWAJ3904	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGRF5132	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			20XHGX8472	11/01/2019	11/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WBGAT3777	11/01/2019	11/01/2020	<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
D	Professional Liab incl. Pollution Liability			V14728190701	11/01/2019	11/01/2020	Per Claim \$5,000,000 Aggregate \$5,000,000

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

The Umbrella limit is excess over the primary General Liability, Automobile and Employers Liability limits shown above and follows form.

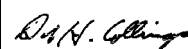
For proposal purposes only.

CERTIFICATE HOLDER**CANCELLATION**

Ross & Baruzzini, Inc.
6 South Old Orchard Road
Webster Groves, MO 63119-0000

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



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

04/13/2020

<u>Date Rec'd</u>	2/11/2020
<u>Clerk's File #</u>	OPR 2020-0377
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	RFP #5090-19
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21469
<u>Agenda Item Name</u>	5300 HELMSMAN WORKERS COMP 2020		

Agenda Wording

Contract with Helmsman, LLC for licensing & implementation services for the replacement of the City's Workers Compensation System. Helmsman was selected through a formal Request for Response #5090-19. The Term is April 1, 2020 - March 31, 2023.

Summary (Background)

Helmsman LLC., is the vendor for the City's new Workers Compensation Claims Management System. This claims management system will be utilized by the Human Resources and Risk Management Departments. Helmsman was selected in 2019 and will be implemented in 2020.

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

Expense	\$ 73,363.20 including Tax	# 5310-73100-94000-56403
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FINCH, ERIC	<u>Study Session\Other</u>	Public Safety 2/3/2020
<u>Division Director</u>	FINCH, ERIC	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Lisa Vivian - lisa@eberlevivian.com	

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Workers Compensation Claims Management System
Date:	February 3, 2020
Author (email & phone):	Peggy Lund, klund@spokanecity.org , 625-6954
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Mike Sloon
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)	Safety and Workers Compensation Claims Management System Replacement Project Utilizing Budget Account #5310-73100-94000-56403
Strategic Initiative:	Sustainable Resources
Deadline:	Start Date of March 1, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	i.COMP Workers Compensation Claim Management System implemented
Background/History: <p>The Safety and Worker's Compensation (WC) department is pursuing a software solution to replace the existing Safety and WC system, iVOS, which is a third party hosted system. WC conducts claims management for the entirety of the City of Spokane. Claim Management includes managing the care for injured workers, providing time loss benefits and returning injured workers to light duty.</p> <p>The current system provides very rudimentary safety features, manual data entry, limited reporting and no integration to other systems such as Outlook and PeopleSoft. All these manual processes hinder timely reporting of incidents and reporting to the State of Washington.</p> <p>As such, a Request for Proposal (#5090-19) was promulgated with the intent to replace. A formal selection process was conducted resulting in a clear front-runner with a company called i.COMP, LLC. Funding will be through the software replacement fund.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract with i.COMP, LLC for implementation of City's new Safety and WC Claims Management system. Requesting \$73,363.20 including tax for implementation, conversion, integration, training and licensing. Project implementation duration is estimated to be 15 weeks. Costs include software support from 3/1/2020 through 2/28/2021. 	
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: 5310 IT Unappropriated Reserves Other budget impacts: (revenue generating, match requirements, etc.)	
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	



City of Spokane

CONTRACT

**Title: LICENSING AND IMPLEMENTATION
SERVICES FOR THE REPLACEMENT OF THE
CITY'S WORKERS COMPENSATION SYSTEM.**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **Helmsman Management Services, LLC**, whose address is, 175 Berkeley St, Boston, MA 02116, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company, selected through RFP No. 5090—19 issue by the City;

The parties agree as follows:

1. **PERFORMANCE**. The Company shall provide Licensing and Implementation Services for the Replacement of the City's Workers Compensation System, in accordance with Company's Software License Agreement and Software Maintenance Agreement attached as Exhibits B and C. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM**. The contract shall begin April 1, 2020 and run through March 31, 2023, unless terminated sooner. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.
3. **COMPENSATION**. The City shall pay the Company as follows:
 - Year one (2020) is 73,363.20, including tax
 - Year two (2021) is \$31,363.20, including tax
 - Year three (2022) is \$31,363.20, including tax
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

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

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

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

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

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

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

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

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

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

HELMSMAN MANAGEMENT SERVICES LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Helmsman Software License Agreement
- Exhibit C – Helmsman Software Maintenance Agreement

20-025

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. 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

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into between HELMSMAN MANAGEMENT SERVICES, LLC ("Licensor") and THE CUSTOMER ("Customer").

1. Definitions

a. *Software*. The term "Software" shall mean the computer program in object code only and the user manuals described in the specifications set forth in Exhibit A. The term "Software" includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.

b. *Certificate of Installation*. The term "Certificate of Installation" shall mean a written notice, signed by Licensor, certifying that the Software has been installed and that the Software substantially complies with the specifications set forth in Exhibit A.

2. License

a. *Grant of License*. Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a perpetual, nonexclusive, nontransferable license to use the Software.

b. *Authorized Equipment and Site*. Customer shall use the Software only on the computer equipment ("Authorized Equipment") at the location ("Site") listed below:

Authorized Equipment : City of Spokane Virtual Computing Environment

Site: City of Spokane, 808 W Spokane Falls Blvd, Spokane, WA 99201

Customer may temporarily transfer the Software to back-up computer equipment at a location different from the Site if the Authorized Equipment is inoperative for more than twenty-four (24) hours and Customer provides Licensor advance notice, in writing, identifying the new computer equipment and its location.

c. *Restrictions on Use.* Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of Customer's Site.

d. *Copies.* Customer, solely to enable it to use the Software, may make one archival copy of the Software's computer program, provided that the copy shall include Licensor's copyright and any other proprietary notices. The Software delivered by Licensor to Customer and the archival copy shall be stored at Customer's Site. Customer shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Customer is the exclusive property of Licensor.

e. *Modifications, Reverse Engineering.* Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer program.

f. *Material Terms and Conditions.* Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement. The presence of this Subsection 2.f shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

3. Delivery, Installation, Data Conversion, Testing and Acceptance

a. *Delivery.* Licensor shall deliver the Software to Customer's Site designated in Subsection 2.b within twenty (20) days of the effective date of this Agreement.

b. *Installation.* Within ten (10) days after the effective date of this Agreement, Customer shall (i) provide at the Site the computer equipment and all required peripherals identified in Exhibit A to this Agreement, and (ii) obtain and install thereon all required third party software identified in Exhibit A to this Agreement. Customer agrees that such computer

equipment, peripherals and third party software shall be installed and fully operational before Licensor begins installation of the Software. Licensor shall install the Software at the Site within the next ten (10) days. Any installation time incurred by Licensor as a result of Customer's delay or failure to comply with this Agreement shall be charged to Customer at Licensor's then-current hourly rates. Customer shall grant Licensor access to the Site and the computer system for the period of time required for such installation and shall give Licensor priority use of such system during installation. Upon completion of installation, Licensor shall deliver to Customer a Certificate of Installation.

c. *Data Conversion.* Customer shall be solely responsible for data conversion, data entry and verification of data.

d. *Testing.* Customer shall have thirty (30) days, commencing upon delivery of the Certificate of Installation, to test the Software for substantial compliance with the specifications set forth in Exhibit A (the "Testing Period"). During the Testing Period, Customer shall immediately provide notice to Licensor of any failure of the Software to substantially comply with such specifications. Upon receipt of such notice, Licensor shall use its best efforts to remedy the failure and install a fix within fourteen (14) days. If such notice is provided by Customer to Licensor, the Testing Period shall be extended through the thirtieth (30th) day after Licensor's last receipt of notice of a failure of the Software or ninety (90) days after the delivery of the Certificate of Installation, whichever occurs first.

e. *Acceptance.* Acceptance shall occur (i) upon Customer's delivery of notice to Licensor that the Software substantially complies with the specifications set forth in Exhibit A, or (ii) if Customer does not provide notice of a failure of the Software within thirty (30) days of the close of the Testing Period, then upon the close of the Testing Period.

4. License Fee

a. *In General.* In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee as set forth in Exhibit B (the "License Fee").

b. *Payment Terms.* Each installment of the License Fee shall be due and payable in accordance with the Payment Schedule set forth in Exhibit B. All amounts not paid within forty-five (45) days of the due date shall bear

interest at the rate of one percent (1%) per month, or at the highest rate allowed by law, whichever is less, from the date due until paid. Failure of Customer to pay any amounts when due shall constitute sufficient cause for Licensor to terminate this Agreement.

c. *Taxes.* Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

5. Ownership

a. *Title.* Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

b. *Transfers.* Under no circumstances shall Customer sell, license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without Licensor's prior written consent.

6. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Notwithstanding Licensor's assertions of confidentiality, Customer is a public agency in the State of Washington and is subject to the Public Records Act, which makes all records used or possessed by a public entity presumptively public and subject to release if requested. Customer will work affirmatively with Licensor in the event that Customer receives a request for information that

Licensor has identified as “proprietary” so that Licensor has the opportunity to obtain an injunction preventing the release of any requested records.

7. Use and Training

Customer shall limit the use of the Software to its employees who have been appropriately trained. Licensor shall provide, at a mutually convenient time, a two (2) day training program at Customer's Site for the workers' compensation staff and one (1) day for the safety staff, as per the cost proposal submitted. In addition, the cost proposal includes 10 hours of web-based training to be used at any time in the first year in 1 hour increments. Additional web based training can be purchased at a rate of \$150.00 an hour.

8. Warranty

a. *Scope of Warranty.* Licensor warrants to Customer that for a period of ninety (90) days commencing upon Acceptance the Software will substantially comply with the specifications set forth in Exhibit A. During this warranty period, Licensor shall also provide Customer the support and maintenance services set forth in the Maintenance Agreement appended hereto as Exhibit C. After expiration of the warranty period, Licensor shall provide support and maintenance for the Software pursuant to the terms of such Maintenance Agreement.

b. *Disclaimer of Any Other Warranty.* THE LIMITED WARRANTY SET FORTH IN SUBSECTION 8.a IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

10. No Consequential Damages

Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without

limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages. The licensor will provide a test version of the software to be installed on the Customers infrastructure prior to any upgrades to the production environment. The Customer will have the option to test all customizations and changes prior to moving to the production environment. Any issues identified by the Customer will be addressed by the Licensor prior to moving to production.

11. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement.

12. Indemnification

Licensor shall indemnify and hold harmless Customer from and against any claims, including reasonable legal fees and expenses, based upon infringement of any United States copyright or patent by the Software. Customer agrees to notify Licensor of any such claim promptly in writing and to allow Licensor to control the proceedings. Customer agrees to cooperate fully with Licensor during such proceedings. Licensor shall defend and settle at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement.

13. Term and Termination

a. *Effective Date.* The period of performance of this contract is based on the City of Spokane RFP#5090-19 and is tentatively scheduled to begin on or about April 1, 2020 and to end March 31, 2023.

b. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence the following events (an "Event of Default"):

(i) In the event the other party violates any provision of this Agreement; or

(ii) In the event the other party (A) terminates or suspends its business, (B) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (C) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (D) has wound up or liquidated, voluntarily or otherwise.

(iii) For any reason by either party at any time by providing the other party no less than 180 days written notice to the other party.

c. *Notice and Opportunity to Cure.* Upon the occurrence of an Event of Default, a party shall deliver to the defaulting party a Notice of Intent to Terminate that identifies in detail the Event of Default. If the Event of Default remains uncured for thirty (30) days, the party may terminate this Agreement and the license granted herein by delivering to the defaulting party a Notice of Termination that identifies the effective date of the termination, which date shall not be less than thirty (30) days after the date of delivery of the Notice of Intent to Terminate.

d. *Procedure.* Within ten (10) days after termination of the license, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

14. Assignment

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent. The Licensor may assign this agreement by notifying the Customer of it's intent.

15. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

16. Arbitration

The parties shall settle any controversy arising out of this Agreement by arbitration in Spokane, Washington in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

17. Notices

All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

LICENSOR:
HELMSMAN MANAGEMENT SERVICES, LLC
175 Berkely St

Boston, MA 02116

Attention: Lisa Vivian

CUSTOMER:

18. General Provisions

a. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

b. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

d. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

e. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of Washington.

f. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

AGREED:
LICENSOR:

Signature

Name

Title

Address

Date

CUSTOMER:

Signature

Name

Title

Address

Date

EXHIBIT A TO SOFTWARE LICENSE AGREEMENT

Specifications

1. Software

Computer Program Requirements

Server:

- Windows Server 2008 R2 – Windows Server 2016
- 16 GB memory recommended (8 GB minimum)
- 4 cores minimum
- 20 GB Disk Space base system (120 GB for i.Docc Document management module). SSD's preferred for base system.
- Pdftk.exe – i.Docc document management module
- 7Z.exe
- GnuPG
- StampTk.exe
- pdfCreator

End user PC:

- Windows 7 – Windows 10 (64-bit versions)
- 8 GB memory recommended (4 GB minimum)
- 2 cores

Remote Access Requirements

- Server: Either VPN/RDP access or alternate monitored access via Webex or other sharing application. This is used for server configuration and updates.
- Clients: Teamviewer or Webex access for remote support.

Web Browser Requirements

- Modern web browser with Javascript enabled
- Bootstrap 3+ supported.

Network Requirements

- i.Comp (4D) client and 4D Server ports: TCP 19812, 19813, 19814
- Web Server: TCP 80, 443
- SMTP relay port specified by City: ie. TCP 25, 465, 587
- File transfer: as dictated by interfaces defined by the City. ie. TCP 21, 22

- Minimum 10 Mbps ethernet connection between clients and server (CMS) with low latency. WAN connections are fine. Network traffic is variable based on data type and number of users active. For example: server network load averaged 2.29 MB/s with 6 active users over a 30 minute period. This included document management items.
- Public IP: 64.122.202.188 (zip code lookup) subject to change

2. User Manuals

- i.Comp Admin Manual
- i.Comp User Manual
- i.Comp Reporting Tools
- Web based Documentation

EXHIBIT B TO SOFTWARE LICENSE AGREEMENT

License Fee and Payment Schedule

1. License Fee

- The Annual License Fee shall be \$28,800.00
- Initial installation, data conversion and customizations as outlined in the I.Comp LLC response to RFP 5090-19 shall be \$42,000.00

2. Payment Schedule

- Initial payment due upon the effective date of Agreement: \$35,000.00
- Second payment due upon installation. Customer has a working system and can begin the training process. Initial history data has been converted and can be used in training: \$20,000.00
- Final payment due upon Acceptance of system and final customizations: \$15,800.00

EXHIBIT C TO SOFTWARE LICENSE AGREEMENT

Maintenance Agreement

Exhibit C

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into between HELMSMAN MANAGEMENT SERVICES, LLC ("Vendor") and THE CITY OF SPOKANE. ("Customer").

1. Scope Of Agreement

During the term of this Agreement, as set forth in Section 2, Vendor agrees to provide Customer standard maintenance, custom enhancement, on-site support, and training services, as set forth in Sections 3, 5, 6, and 7, for the computer programs and user manuals listed in Exhibit A to this Agreement (collectively "Software").

2. Term

a. *Effective Date.* This Agreement shall take effect upon the Effective Date set forth in Exhibit A of the Software Maintenance Agreement.

b. *Termination Date.* This Agreement shall terminate upon the earlier to occur of (i) the Termination Date set forth in Exhibit A, (ii) the effective date of a subsequent agreement concerning maintenance services entered into between Customer and Vendor, or (iii) an event listed in Section 12 below.

3. Standard Maintenance Services

a. *Scope of Services.* During the term of this Agreement, Vendor will provide Customer the following Standard Maintenance Services for the Software:

i. Corrections of substantial defects in the Software so that the Software will operate as described in the user manuals listed in Exhibit A, as modified by the Customer's Requirements Document. The term "Customer's Requirements Document" means the statement of customer-specific specifications that is attached as Exhibit B.

ii. Periodic updates of the Software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) at the sole discretion of Vendor, enhancements to the Software.

iii. Telephone support, including dial-up support via TeamViewer, between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, excluding federal holidays, to assist Customer in using the Software.

iv. Maintenance at Vendor's office of a test version, including a test data base, for the most recent version of Customer's Software.

b. *Services Not Included.* Standard Maintenance Services do not include:

i. Charged-for-Enhancements that are offered, at Vendor's sole discretion, to Customers upon payment of a license fee.

ii. Custom Programming Services.

iii. On-site support.

iv. Training.

v. Hardware and related supplies.

4. Charged-For-Enhancements

From time to time, at Vendor's sole discretion, Vendor will make available to Customer Charged-for-Enhancements to the Software that Customer may license from Vendor upon payment of the license fee established by Vendor. The current rate is \$150.00 an hour.

5. Custom Programming Services

Vendor will provide Custom Programming Services to Customer, as agreed to in a written addendum to this Agreement, signed by both parties, that specifies the Custom Programming Services to be provided by Vendor and the fee for the services. Custom Programming Services shall include, but are not limited to, development of custom computer programs and installation, training, and maintenance with respect to such computer programs.

6. On-Site Support

Vendor, upon receipt of a written request from Customer, will provide Customer On-Site Support at a mutually agreed time. Customer agrees to pay Vendor all costs associated with the provision of on-site support, including charges for (i) Vendor's personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 below.

7. Training

Upon receipt of a written request from Customer, Vendor will provide Training at a mutually agreed time at the offices of Vendor, unless Vendor agrees to conduct the Training elsewhere. Customer agrees to pay Vendor all costs associated with this Training, including (i) charges for Vendor's personnel, which may include a surcharge for training conducted at Customer's location, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 below.

8. Maintenance Fee

a. *Warranty Period.* Vendor will not charge Customer any Maintenance Fee for the Warranty Period, as defined in Customer's Software License Agreement for the Software.

b. *Amount of Fee.* Customer agrees to pay Vendor a Maintenance Fee, in the amount set forth in Exhibit A, plus taxes pursuant to Section 9 below, for Standard Maintenance Services provided by Vendor pursuant to this Agreement.

c. *Discontinuance.* Customer understands that if Customer discontinues and then resumes purchase of Standard Maintenance Services, Customer will be required to pay Vendor the entire Maintenance Fees for the period of discontinuance, plus the Maintenance Fee for the term of Standard Maintenance Services then commencing.

d. *Other Charges.* Customer agrees to pay Vendor for Charged-for-Enhancements, Custom Programming Services, On-Site Support, and Training in the amount and pursuant to the terms set forth in the invoice for such services.

9. Payment Terms

a. *Due Date.* Customer agrees to pay the Maintenance Fee to Vendor on or before the Maintenance Fee Due Date set forth in Exhibit A. Customer agrees to pay all other amounts due Vendor for services under this Agreement in accordance with the payment schedule set forth on the invoice for the services.

b. *Payment Terms.* Payment shall be in United States currency. In the event Customer fails to pay any amount when due, Customer agrees to pay interest on the unpaid amount at a rate equal to the prime rate plus one percent (1%) or the highest rate allowed by law, whichever is less, plus all collection costs including attorneys' fees.

c. *Taxes.* "Taxes" means all federal, state, local and other taxes, including sales, use and property taxes, related to this Agreement, Customer's use of the Software, or any services provided by Vendor to Customer related to the Software, excluding taxes based on Vendor's net income.

10. Obligations Of Customer

a. *Customer Contact.* Customer shall notify Vendor of Customers designated Customer Contact. To the maximum extent practicable, Customer's communications with Vendor will be through the Customer Contact.

b. *Installation.* Customer agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and in order of receipt from Vendor.

c. *Facility and Personnel Access.* Customer agrees to grant Vendor access to Customer's facilities and personnel concerned with the operation of the Software to enable Vendor to provide services.

d. *No Modification of Software.* Customer agrees not to modify, enhance or otherwise alter the Software, unless and only to the extent specifically authorized in the user manuals identified in Exhibit A or the prior written consent of Vendor is obtained.

e. *Error Documentation.* Upon detection of any error in the Software, Customer, as requested by Vendor, agrees to provide Vendor a listing of output and any other data, including databases and backup systems, that Vendor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

11. Limitations

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises. Neither party shall be liable to the other for lost profits or indirect, special or consequential damages arising out of this Agreement, even if the party has been notified of the possibility of such damages. Under no circumstances will liability exceed the amounts paid by Customer to Vendor under this Agreement.

12. Termination

a. *Event of Termination.* Vendor shall have the right to terminate this Agreement and all services provided pursuant to this Agreement (i) upon termination of Customer's Software License Agreement by either party for any reason, and (ii) if Customer or its employees or agents violate any provision of this Agreement and Customer fails to cure such violation within fifteen (15) days after receipt of written notice from Vendor.

b. *Procedure.* Within ten (10) days after termination of this Agreement, Customer will return to Vendor, at Customer's expense, the Software and all copies thereof, delete or destroy all other Software copies, and certify, in writing by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

13. Ownership

Customer acknowledges that Vendor owns all proprietary rights, including patent, copyright, trade secret and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software.

14. General Provisions

a. *Notices.* All notices under this Agreement are to be sent by registered mail to the address below or to any other address as the party may designate:

VENDOR: HELMSMAN MANAGEMENT SERVICES, LLC
175 Berkeley St
Boston, MA 02116

CUSTOMER: THE CITY OF SPOKANE

b. *Assignment.* Customer will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Vendor, which consent shall not be unreasonably withheld.

c. *Complete Agreement; Amendment.* This Agreement and Exhibit A set forth the entire understanding of the parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

d. *Waiver.* The waiver or failure of Vendor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. *Governing Law.* This Agreement is to be construed in accordance with the law of the State of Washington.

g. *Arbitration.* The parties shall settle any controversy arising out of this Agreement by arbitration in King County, Washington in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

AGREED:
LICENSOR: HELMSMAN MANAGEMENT
SERVICES, LLC

CUSTOMER:

Signature

Signature

Name

Lisa Vivian
Managing Director
175 Berkely St
Boston, MA 02116

Title
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Date

Date

**Exhibit A
to Software Maintenance Agreement**

1. Software

a. Computer Programs (I.Comp CMS, 4D server, 4D Client and supporting third party applications)

b. User Manuals:

2. Effective Date: April 1, 2020

3. Termination Date: March 31, 2023

4. Maintenance Fee: \$28,800.00

5. Maintenance Fee Due Date: April 1, 2020

* Annual renewal will be \$28,800.00 starting April 1, 2021.

Washington State Department of Revenue

Services Business Lookup HELMSMAN MANAGEMENT SERVICES LLC

License Information: [New search](#) [Back to results](#)

Entity name: HELMSMAN MANAGEMENT SERVICES LLC

Business name: HELMSMAN MANAGEMENT SERVICES LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-382-360

Business ID: 001

Location ID: 0001

Location: Active

Location and Mailing address: 175 BERKELEY ST
BOSTON MA 02116-5066

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	Feb-28-2021	Feb-21-2020

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

Governing people	Title
DOYLE, JOHN	
DWORTZ, DAVID R	
FALLON, MICHAEL JOSEPH	
KELLEHER, JAMES	

The Business Lookup information is updated nightly. Search date and time: 2/24/2020 8:06:55 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/06/2020

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

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

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Liberty Mutual Group Inc. 175 Berkeley St Boston MA 02116 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Insurance Company	23841
	INSURER C: American Home Assurance Co.	19380
INSURER D: AIU Insurance Company	19399	
INSURER E: ACE Property & Casualty Insurance Co.	20699	
INSURER F: Ironshore Specialty Insurance Company	25445	

COVERAGES **CERTIFICATE NUMBER:** 570080095434 **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.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	X	COMMERCIAL GENERAL LIABILITY				GL6862544	01/01/2020	01/01/2021	LIMITS	
		CLAIMS-MADE	X						EACH OCCURRENCE	\$2,000,000
									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
									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
		GEN'L AGGREGATE LIMIT APPLIES PER:								
		POLICY	X							
			PRO-JECT							
			LOC							
		OTHER:								
A		AUTOMOBILE LIABILITY				CA 6631168 (AOS)	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
A	X	ANY AUTO				CA 6631169 (MA)	01/01/2020	01/01/2021	BODILY INJURY (Per person)	
A		OWNED AUTOS ONLY				CA 6631170 (VA)	01/01/2020	01/01/2021	BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY				SIR applies per policy terms & conditions			PROPERTY DAMAGE (Per accident)	
E	X	UMBRELLA LIAB	X			XEUG71769793001	01/01/2020	01/01/2021	EACH OCCURRENCE	\$10,000,000
		EXCESS LIAB							AGGREGATE	\$10,000,000
		DED	X							
			RETENTION							
			\$100,000							
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC023095918 (AOS)	01/01/2020	01/01/2021	X PER STATUTE	
B		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)				WC023095924 (AK,AZ,IL,KY,NC,NH,NJ,PA, SIR applies per policy terms & conditions	01/01/2020	01/01/2021	E.L. EACH ACCIDENT	\$5,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	\$5,000,000
									E.L. DISEASE-POLICY LIMIT	\$5,000,000
F		E&O-PL-Primary				DO7NABW885001	01/01/2020	01/01/2021	Per Claim Aggregate	\$10,000,000 \$10,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Helmsman Management Services, LLC Attn: Cody L Frye 157 Berkeley St. Boston MA 02117 USA	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 <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

570080095434

Certificate No :





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Liberty Mutual Group Inc.	
POLICY NUMBER See Certificate Numbe 570080095434			
CARRIER See Certificate Numbe 570080095434	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

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

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC023095925 (MA.WI,WY) SIR applies per policy terms & conditions	01/01/2020	01/01/2021	
B		N/A		WC023095919 (NV) SIR applies per policy terms & conditions	01/01/2020	01/01/2021	
C		N/A		WC023095920 (CA) SIR applies per policy terms & conditions	01/01/2020	01/01/2021	
B		N/A		WC023095921 (FL) SIR applies per policy terms & conditions	01/01/2020	01/01/2021	
B		N/A		WC023095922 (MN) SIR applies per policy terms & conditions	01/01/2020	01/01/2021	
B		N/A		WC023095923 (OR) SIR applies per policy terms & conditions	01/01/2020	01/01/2021	
D		N/A		WC023095926 (NY) SIR applies per policy terms & conditions	01/01/2020	01/01/2021	



Agenda Sheet for City Council Meeting of:
04/13/2020

<u>Date Rec'd</u>	404/01/2020
<u>Clerk's File #</u>	CPR 2020-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2020

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 3/27/20.
Total: \$ 15,267,137.09 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$14,456,020.02

Summary (Background)

Pages 1-39 Check numbers: 570169 - 570348 ACH payment numbers: 76651 - 76897 On file for review in City Clerks Office: 39 Page listing of Claims Note:

<u>Fiscal Impact</u>	Grant related? Public Works? NO	<u>Budget Account</u>
Expense	\$ 14,456,020.02	# Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>	
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
04/13/2020

Date Rec'd	3/23/2020
Clerk's File #	RES 2020-0020
Renews #	
Cross Ref #	PD THRU CLAIMS
Project #	
Bid #	
Requisition #	PD THRU CLAIMS

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	NATHANIEL J. ODLE 6288
Contact E-Mail	NODLE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0500 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving Settlement Agreement and General Release of All Claims of Linda and Ron Dolar for \$200,000.00 settled through mediation. (Council Sponsor Breean Beggs)

Summary (Background)

Approving settlement of claim following mediation conducted with Judge R. White (ret) for \$200,000.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ \$200,000.00		# 5800-78100-19000-54601
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u>
<u>Division Director</u>		<u>Council Sponsor</u> PIES 3.23.2020
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	nodle@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	tstrothman@spokanecity.org
<u>Additional Approvals</u>		mormsby@spokanecity.org
<u>Purchasing</u>		rkokot@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

RESOLUTION RE SETTLEMENT
OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane by Linda R. Dolar ("Claimant") on December 13, 2018, arising out of an incident on or about December 1, 2018, in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City of Spokane has determined to resolve all claims with Claimant, including derivative claims asserted by Claimant's husband, Ron Dolar, for loss of consortium, and any third-parties who may claim a subrogated interest against the City, its officers, agents, employees, and contractors, for a payment of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00).

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00), to be paid to Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation, and/or claim, and in exchange the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City of Spokane, their officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim for damages or other relief.

PASSED the City Council this _____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

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

12/09/2019

Date Rec'd

12/2/2019

Clerk's File #

ORD C35870

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KATE BURKE 625-6275

Project #Contact E-Mail

KATEBURKE@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - PROHIBITING HIGH-FREQUENCY EMITTING DEVICES KNOWN AS "MOSQUITOS"

Agenda Wording

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called "mosquitos"; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

Summary (Background)

Devices often called "mosquitos" emit painful high-frequency sound which, by design, is intended to be audible to children and young adults. "Mosquitos" are intended to create such painful or annoying sound within a public area that people will be compelled to leave the area. The use of these "mosquito" devices in public spaces is a disproportionate, unproven and likely counter-productive method which contradicts our goal to create a vibrant and welcoming city.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study SessionDivision DirectorOtherPSCH Committee,
12/2/2019Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

ORDINANCE NO. C35870

An ordinance prohibiting the use of devices which emit high-frequency sound designed to be audible only to children and young adults, often called “mosquitos”; amending sections 10.08D.030, 10.08D.050, and 10.08D.140 of the Spokane Municipal Code.

WHEREAS, devices often called “mosquitos” emit painful high-frequency sound which, by design, is only audible to children and young adults; and

WHEREAS, “mosquitos” are intended to create such painful or annoying sound within a public area that children and young adults will be compelled to leave the area; and

WHEREAS, there has been no research into the health implications of exposure to such high-frequency sound on children and young adults; and

WHEREAS, in 2010, the Council of Europe determined that the use of such devices is “degrading and discriminatory” toward youth, and its Parliamentary Assembly, composed of members from the 47 member states, unanimously endorsed a ban on such devices; and

WHEREAS, in its October 2008 Concluding Observations, the United Nations Committee on the Rights of the Child recommended that member states “reconsider . . . measures such as the mosquito devices insofar as they may violate the rights of children” such as those provided for in Articles 15 (Freedom of assembly and association), 19 (Protection from physical or mental violence, injury or abuse), and 24 (Right to a high standard of physical and mental health) of the United Nations Convention on the Rights of the Child, an international treaty which the United States signed in February, 1995; and

WHEREAS, some property owners in have deployed “mosquito” devices, as a way to harass individuals under the age of 25 who are near their property; and

WHEREAS, “mosquito” devices affect all young people – those who are law-abiding and those who are not – by intentionally inflicting painful, high-frequency sound on any young person who is in a public area within range of the device; and

WHEREAS, placing these “mosquito” devices where the sound they produce can be heard in public spaces is a disproportionate, unproven and likely counter-productive method for dealing with antisocial behavior, by driving away all young people, regardless of their actual behavior; and

WHEREAS, the Spokane City Council finds the use of “mosquito” devices to be discriminatory, harmful to the young people we are determined to protect, and a violation of Spokane’s goal to create and maintain a vibrant city for all people.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.08D.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.030 Definitions

All terminology used in this chapter which is not defined below shall be interpreted in conformance with the most recent definitions used by the American National Standards Institute (ANSI) or its successor body.

- A. "A-weighted sound level" means the sound pressure level in decibels measured using the A-weighted network on a sound level meter as specified by the American National Standards Institute specification for sound level meters as now existing or as hereafter amended or modified. The level so read is designated dBA.
- B. "Ambient sound" means the sound level at a given location that exists as a result of the combined contribution in that location of all sound sources, excluding the contribution of a source or sources under investigation for violation of this chapter and excluding the contribution of extraneous sound sources.
- C. "Amplified" means to increase a sound level by electronic, mechanical or other means.
- D. "Amplification equipment" means any device, whether mechanical, electrical, or other, used to increase the loudness or volume and intensity of sound.
- E. "Background sound level" means the level of all sounds in a given environment, independent of the specific source being measured.
- F. "Commercial noise" means noise emitted from commercial activities including those noises generated by a combination of equipment, facilities, operations, or activities employed in the production, storage, handling, sale, purchase, exchange, or maintenance of a product, commodity, or service and those noise levels generated in the storage or disposal of waste products.
- G. "dBA" means the sound level as measured with a sound level meter using the A-weighted network. This frequency weighting network for the measurement of sound levels shall comply with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S.14A-1985 (R2006), or as amended.
- H. "Decibel" (dB) means the practical unit of measurement for sound pressure level; the number of decibels of a measured sound is equal to twenty times the logarithm to the base ten of the ratio of the sound pressure to the pressure of a reference sound (twenty micropascals); abbreviated "dB."
- I. "EDNA" means environmental designation for noise abatement, which is an area within which maximum permissible noise levels are established by the Washington State department of ecology and this chapter.
- J. "Exterior electrical equipment noise" means noise emitted from electrical equipment located on the exterior of structures in all land use zones including, but not limited to, noise emitted from equipment used for heating and cooling of buildings.

- K. "Law enforcement officer" means a police officer or other officials who have a limited police commission.
- L. "Lmax" means the maximum recorded root mean square (rms) A-weighted sound level for a given time interval or event. Lmax "fast" is defined as a 125-millisecond time-weighted maximum.
- M. "L(n)" means sound level that is exceeded "n" percent of the time. For example a sound that exceeded a certain level eight percent of the time would be designated L08. A level exceeded ninety percent of the time would be designated as L90. The L90 descriptor is used to characterize the ambient condition in environments with extraneous sounds.
- N. "Mosquito device" means a device which is intended to emit into public spaces painful or annoying high-frequency sound intended to be audible only to children and young adults.
- O. "Plainly audible" means any sound for which any of the content of that sound, such as, but not limited to, comprehensible musical rhythms, is communicated to a person using his or her unaided hearing faculties. For the purposes of the enforcement of this chapter, the detection of any component of sound, including, but not limited to, the rhythmic bass by a person using his unaided hearing faculties is sufficient to verify plainly audible sound. It is not necessary for the person to determine the title, specific words or artist of music, or the content of any speech.
- P. "Performer" means an artist who engages in any constitutionally-protected expressive activities on a public right-of-way, including but not limited to the following: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art, and reciting.
- Q. "Public disturbance noise" means unreasonable sound a person causes or permits to be caused, either originating from the real or personal property the person possesses or controls, or from the person or his personal property while on public property or the public right-of-way. "Unreasonable sound" is defined in this chapter.
- R. "Public right-of-way" means a public highway, road, street, avenue, alley, driveway, path, sidewalk, roadway, or any other public place or public way.
- S. "Receiving property" means real property, including, but not limited to, buildings, grounds, offices and dwelling units from which sound levels from sound sources outside the property may be measured. Individual offices or dwelling units within a building may constitute a receiving property.
- T. "Sound amplification equipment" means any machine or device for the amplification of the human voice, music or any other noise or sound.
- U. "Sound level" means a weighted sound pressure level measured by the use of a sound level meter using an A-weighted network and reported as decibels, dBA.
- V. "Sound level meter" means any instrument including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specified manner and that complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1983 (R2006) / S1.4A-1985 (R2006), or as amended.

W. “Unreasonable sound” means any excessive or unusually loud sound that unreasonably annoys, disturbs, interferes with, injures or endangers the peace, comfort, health, repose or safety of a reasonable person of normal sensitivities, or that causes injury or damage to property or business.

Section 2. That section 10.08D.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.050 Unlawful Sounds (~~(-- Maximum Permissible Environmental Sound Levels)~~)

A. It is unlawful for any person to cause or permit sound, or for any person in possession or control of real or personal property to permit sound to intrude into the real property of another person whenever the sound exceeds the maximum permissible sound levels set forth in this chapter. Noise violations not otherwise identified in this chapter shall be subject to the sound limitations identified in SMC 10.08D.050 through SMC 10.08D.080.

B. It is unlawful for any person to use, deploy, or activate a mosquito device, as defined in this chapter, which is capable of being heard in any public space in Spokane.

Section 3. That section 10.08D.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.08D.140 Violation – Penalty

A. A violation of this chapter, except as noted in subsection (B), shall be a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars, or both such fine and imprisonment.

1. Upon the first criminal conviction, the court shall impose a minimum mandatory fine of five hundred dollars, of which two hundred fifty dollars shall not be suspended or deferred.
2. Upon a subsequent conviction, the court shall impose a minimum mandatory fine of seven hundred dollars, of which four hundred dollars shall not be suspended or deferred.
3. Mandated minimums shall include statutory costs and assessments.

B. The first violation of SMC 10.08D.080, SMC 10.08D.090(C) and SMC 10.08D.120 caused by sounds shall constitute a class 2 civil infraction. A second violation within a one year period shall be a misdemeanor pursuant to SMC 10.08D.140(A).

C. The first violation of SMC 10.08D.050(B) shall constitute a class 2 civil infraction. A second violation within a one-year period shall be a misdemeanor pursuant to SMC 10.08D.140(A).

~~((G.))~~D. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter, ~~((and))~~ has been given an opportunity to comply, and has refused to comply. If the individual fails to comply, a law enforcement officer may ~~((than))~~then issue a citation under this section.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date