

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Seventh** Updated Proclamation **20-28.7**, dated **July 8, 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 **August 1, 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.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **July 27, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session 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 **1-408-418-9388** and entering the access code **(to be filled in when the Advance Agenda is converted to Current)** for the 3:30 p.m. Briefing Session or **(to be filled in when the Advance Agenda is converted to Current)** for the 6:00 p.m. Legislative Session when prompted; meeting password is **(to be filled in when the Advance Agenda is converted to Current)**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, July 27, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

**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, JULY 27, 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.

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 by accessing 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.

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. Amendment to Interagency Agreement with Washington State Criminal Justice Training Commission to allow Spokane Police Department to assign a second TAC Officer, with reimbursement of salary and benefits, during Fall 2020 Basic Law Enforcement Academy (BLEA), as well as three weeks pre/post BLEA—\$50,000 (est.)
Jacqui Macconnell | Approve | OPR 2019-0028 |
| 2. First Amended Interlocal Agreement with Spokane Transit Authority (STA) to increase Spokane Police Department allotted parking spaces at the Downtown STA Plaza to nine spots.
Jennifer Hammond | Approve | OPR 2020-0044 |
| 3. Consultant Agreement with Stantec Consulting Services, Inc. (Spokane) to provide strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites.
Teri Stripes | Approve | OPR 2020-0603 |

4. Renegotiated long-term Lease Agreement with New Cingular Wireless (Atlanta, GA) for an existing cell tower lease location at 9470 Colton Street and amending the dollars to reflect current market rates for the extended term of the lease—\$17,400 revenue annually (with an annual 2.5% escalator). OPR 2000-0647
Dave Steele
5. Report of the Mayor of pending: Approve & Authorize Payments
- 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 \$_____. CPR 2020-0002
- b. Payroll claims of previously approved obligations through_____, 2020: \$_____. CPR 2020-0003
6. 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

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35920 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Property Acquisition

From: Loan Proceeds, \$912,000;

To: Capital Expenditures, same amount.

(This action provides financing for the construction of the CHAS Dental Clinic.) (Relates to Resolution 2020-0050)
(Council Sponsor: Council Member Wilkerson)

Michelle Hughes

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0050** Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$912,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the CHAS East Central Dental Clinic Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Relates to Special Budget Ordinance C35920) (Council Sponsor: Council Member Wilkerson)
Michelle Hughes
- RES 2020-0051** Adopting the 2020 Water Conservation Master Plan. (Council Sponsor: Council President Beggs)
Council President Beggs
- RES 2020-0052** Declaring Control Solutions Northwest, Inc. (Spokane) a sole-source
OPR 2020-0604 provider and authorizing the City to enter into a three-year contract (with two additional one-year renewals) for servicing, monitoring and repairing the HVAC control systems at Fire Dispatch, Fire Training and Fire Maintenance for \$60,000 (plus sales tax annually), without public bidding. (Council Sponsor: Council Member Kinnear)
David Stockdill

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35921** Relating to the executive and administrative organization of the City; amending SMC sections 3.01A.210, 3.01A.225, 3.01A.245, and 3.01A.365, and adopting a new section 3.01A.367 to chapter 3.01A of the Spokane Municipal Code. (Council Sponsor: Council Member Stratton)
Meghann Steinolfson
- ORD C35922** An Ordinance for repeal of Spokane Municipal Code Chapter 11.19, multiple sections: 11.19.095, 11.19.100, 11.19.132, 11.19.230, 11.19.255, 11.19.2560, 11.19.275, 11.19.276, 11.19.2858, 11.19.2912, 11.19.2914, 11.19.325, 11.19.720, 11.19.730, 11.19.740, 11.19.750, 11.19.755, 11.19.760, 11.19.770, 11.19.780, 11.19.790, 11.19.800, 11.19.820, 11.19.860, 11.19.880, and 11.19.890. (Council Sponsor: Council Member Mumm)
Melissa Wittstruck

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for July 27, 2020
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED) – WILL NOT BE HELD

ADJOURNMENT

The July 27, 2020, Regular Legislative Session of the City Council is adjourned to August 3, 2020.

NOTES



Agenda Sheet for City Council Meeting of:
07/27/2020

Date Rec'd	7/15/2020
Clerk's File #	OPR 2019-0028
Renews #	

Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	JACQUI MACCONNELL 625-4109	Project #	
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0680-AMENDMENT TO BLEA CONTRACT FOR TAC OFFICER		

Agenda Wording

Amendment to allow SPD to assign a second TAC Officer with reimbursement of salary and benefits during Fall 2020 BLEA as well as 3 weeks pre/post BLEA.

Summary (Background)

The Spokane Police Department (SPD) and Washington State Criminal Justice Training Commission (WSCJTC) have an inter-agency agreement filed under OPR 2019-0028 to memorialize the terms and conditions under which SPD will provide service and facilities to WSCJTC for Basic Law Enforcement Academy (BLEA). The current agreement authorizes reimbursement for one (1) SPD TAC Officer. This amendment would add an additional TAC Officer eligible for reimbursement for a total of two (2) TAC officers.

<u>Fiscal Impact</u>		Grant related? NO	<u>Budget Account</u>
		Public Works? NO	
Revenue	\$ 50,000 est.		# 0680- 11710-21400-34210-99999
Expense	\$ 50,000 est.		# 0680-11710-21400-VARIOUS
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HAMMOND, JENNIFER	<u>Study Session\Other</u>	Urban Development 7/13/2020
<u>Division Director</u>	HAMMOND, JENNIFER	<u>Council Sponsor</u>	Councilmember Stratton
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	jhammond	
<u>For the Mayor</u>	CRAGO, WES	jmacconnell	
<u>Additional Approvals</u>		spdfinance	
<u>Purchasing</u>			

Briefing Paper (Urban Development Committee)

Division & Department:	Police
Subject:	Amendment with WSCJTC to Fall 2020 BLEA instruction
Date:	July 13 th , 2020
Contact (email & phone):	Dir. Jacqui MacConnell jmacconnell@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	Public Safety & 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)	
Strategic Initiative:	
Deadline:	7/27/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of amendment to OPR 2019-0028 to allow SPD to be reimbursed for an additional TAC Officer during the Fall 2020 BLEA.
Background/History: The Spokane Police Department (SPD) and Washington State Criminal Justice Training Commission (WSCJTC) have an inter-agency agreement filed under OPR 2019-0028 to memorialize the terms and conditions under which SPD will provide service and facilities to WSCJTC for BLEA. The current agreement authorizes reimbursement for one (1) SPD TAC Officer.	
Executive Summary: <ul style="list-style-type: none"> SPD's current inter-agency agreement with WSCJTC allows for reimbursement of salary and benefits for one SPD officer selected to the position of TAC Officer Timeframe is during BLEA as well as 3 weeks pre and post BLEA Amendment to OPR 2019-0028 would allow SPD to assign a second TAC Officer with reimbursement of salary and benefits during the timeframe stated above 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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:	



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: 7/13/2020

Type of expenditure: Goods ☐ Services ☒

Department: Police

Approving Supervisor: Kevin Schmitt

Amount of Proposed Expenditure: n/a

Funding Source: n/a

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

Why is this expenditure necessary now?

No additional expenditure will be incurred. Amendment allows for additional revenues through reimbursement.

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: Kevin Schmitt x4087

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



CITY OF SPOKANE POLICE DEPARTMENT

AMENDMENT TO

INTERAGENCY AGREEMENT BETWEEN WASHINGTON

STATE CRIMINAL JUSTICE TRAINING COMMISSION AND

SPOKANE POLICE DEPARTMENT

This Agreement Amendment is made and entered into by and between the **CITY OF SPOKANE POLICE DEPARTMENT** as ("SPD"), a Law Enforcement Agency, and **WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION**, an agency of the state of Washington, whose address is 19010 1st Avenue South, Burien, Washington 98148 as ("WSCJTC"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the SPD will provide services and facilities to WSCJTC for Basic Law Enforcement Academy (BLEA); 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

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

1. CONTRACT DOCUMENTS.

The original Agreement, attested by the City Clerk on January 28, 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 Contract Amendment shall become effective on July 27, 2020 and shall run through December 31, 2020.

3. ADDITIONAL WORK.

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

SPD will provide one (1) additional TAC officer for the 2020 Fall Basic Law Enforcement Academy. All terms and conditions are on accordance with the original Agreement.

4. COMPENSATION.

Terms of payment are in accordance with the original 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.

**WASHINGTON STATE CRIMINAL JUSTICE
TRAINING COMMISSION**

SPOKANE POLICE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/27/2020

Date Rec'd	7/15/2020
Clerk's File #	OPR 2020-0044
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER HAMMOND 625-4056
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 - 2020 STA PLAZA CONTRACT AMENDMENT

Agenda Wording

Amendment to contract with STA to increase SPD allotted parking spaces at the Downtown STA Plaza to nine (9) spots.

Summary (Background)

The Spokane Police Department and STA have had a longstanding partnership in providing a safe and secure environment in downtown Spokane. OPR 2020-0044 set forth the scope of funding, police services, special commissions and training requirements for 2020. This amendment will provide nine parking spaces for SPD patrol vehicles assigned to or servicing the SPD Downtown Precinct.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HAMMOND, JENNIFER	<u>Study Session\Other</u>	PSCHC Meeting 6/29/2020
<u>Division Director</u>	HAMMOND, JENNIFER	<u>Council Sponsor</u>	Councilmember Kinnear
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Amendment with STA for additional downtown parking
Date:	June 29 th , 2020
Contact (email & phone):	Dir. Jennifer Hammond jhammond@spokanepolice.org
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	Public Safety & 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)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of amendment to OPR 2020-0044 to increase SPD parking at the STA Plaza to nine (9) spots.
Background/History: The Spokane Police Department and STA have had a longstanding partnership in providing a safe and secure environment in downtown Spokane. OPR 2020-0044 set forth the scope of funding, police services, special commissions and training requirements for 2020.	
Executive Summary: <ul style="list-style-type: none"> <i>STA and SPD desire to amend the interlocal agreement to authorize SPD's use of up to nine additional parking spaces in The Plaza solely for use by law enforcement patrol vehicles assigned to or servicing the SPD downtown precinct, located at 710 W. Riverside Ave.</i> <i>Purpose of this agreement are to enable the City and STA to establish a dedicated, full-time SPD police officer presence at The Plaza and to jointly facilitate law enforcement efforts for the benefit of the public in and around the immediate vicinity of The Plaza</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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:	



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: 7/2/2020

Type of expenditure: Goods ☐ Services ☒

Department: Police

Approving Supervisor: Kevin Schmitt

Amount of Proposed Expenditure: n/a

Funding Source: n/a

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

Why is this expenditure necessary now?

No expenditure associated to amendment.

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: Kevin Schmitt x4087

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

FIRST AMENDED INTERLOCAL AGREEMENT

FOR SPOKANE POLICE DEPARTMENT PLAZA POLICE SERVICES AND STA SPECIAL COMMISSIONS AND TRAINING

This Interlocal Agreement ("Agreement") is between the City of Spokane ("City"), a Washington State municipal corporation, and the Spokane Transit Authority ("STA"), a Washington State municipal corporation and special purpose district; individually referred to as "Party" and jointly referred to as the "Parties".

WHEREAS, STA and the Spokane Police Department ("SPD") have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to continue to support the effort of the City and the SPD to increase the availability and visibility of SPD officers at STA's downtown transit center, located at 701 W. Riverside Avenue, Spokane, WA ("The Plaza"); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Transit Officers ("STA Officers") with SPD special commissions located in and around The Plaza helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided at The Plaza and to assist in furthering law enforcement efforts in the areas immediately surrounding The Plaza; and

WHEREAS, Chapter 10.93 RCW, Washington Mutual Aid Peace Officers Powers Act, establishes the nature and scope of the authorization of and powers granted to specially commissioned officers by SPD and STA Officers are recipients of such special commissions from SPD; and

WHEREAS, Chapter 39.34 RCW, Washington's Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the City and STA previously set forth the scope of funding, police services, special commissions and training requirements and opportunities to be provided in furtherance of the Parties' mutual desire to provide for a law enforcement presence in and around The Plaza, pursuant to the Interlocal Agreement for Spokane Police Department Plaza Police Services and STA Special Commissions and Training dated December 4, 2019, STA contract no. 2019-10431 ("Interlocal"); and

WHEREAS, STA and SPD desire to amend the Interlocal to authorize SPD's use of up to nine (9) additional parking spaces in The Plaza solely for use by law enforcement patrol vehicles assigned to or servicing a new SPD downtown precinct located at 710 W. Riverside Ave., Spokane, WA.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSES. The purposes of this Agreement are to:

- A. enable the City and STA to establish a dedicated, full-time SPD police officer presence at The Plaza and to jointly facilitate law enforcement efforts for the benefit of the public in and around the immediate vicinity of The Plaza; and
- B. provide STA Officers with required certifications and recertification for SPD special commissions and control device training and certification; and
- C. provide STA Officers with additional law enforcement training opportunities as available and desired, under the following terms and conditions:
 - i. SPD Officers. SPD shall assign an officer to The Plaza to perform general patrol functions in and around the Plaza Service Area described in 1.C.iv below. An SPD officer will be assigned to and based out of The Plaza for eight hours during the hours of operation, Monday through Friday, for the term of this Agreement. Hours of the officer's shift will be mutually agreed upon by the SPD Downtown Precinct Captain and STA and are subject to change pending agreement by both parties.
 - ii. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD.
 - iii. Office and Supportive Facilities. STA shall provide SPD with administrative workspace in the STA Plaza Security Office for the assigned officer, a parking space for one SPD vehicle in the STA garage.
 - iv. Additional Parking Spaces. Upon commencement of the operations of the SPD downtown precinct located at 710 W. Riverside Ave., Spokane, WA, STA shall provide up to nine (9) additional parking spaces for law enforcement patrol vehicles. Provision of the additional parking spaces is contingent upon the continued operation of the SPD downtown precinct at 710 W. Riverside Ave., Spokane, WA
 - v. Plaza Service Area. The Plaza Service Area is defined as: The Plaza, located at 701 West Riverside Avenue, the STA boarding zones surrounding The Plaza, including boarding/alighting zones located in the 600, 700 and 800 blocks of Riverside and Sprague Avenues, and on Post Street and Wall Street between Riverside and Sprague Avenues or at other locations as mutually agreed upon in writing by both Parties.
 - vi. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the SPD Officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.
 - vii. Duty to City. The SPD Officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations. The parties acknowledge that SPD Officers based at The Plaza may sometimes need to be dispatched to calls outside of the assigned Plaza Service Area based on SPD's call prioritization system and/or emergency law enforcement needs.
 - viii. Communication. STA Officers shall have direct communication with the SPD's downtown precinct. SPD shall respond to such calls in accordance with precinct priorities.

2. MANDATORY CERTIFICATION AND TRAINING OF STA OFFICERS.

- A. Special Police Officer Training Certification. The SPD shall provide initial and annual Special Police Officer Training ("SPOT") to STA Officers at no additional cost to STA. Successful completion of the 40-hour SPOT course is mandatory for all STA Officers prior to initially entering service as a SPD "specially commissioned Washington peace officer" as defined in RCW 10.93.020(5). To maintain certification as a SPD special commission officer, STA Officers are required to attend the 8-hour SPOT recertification course offered by the SPD each calendar year. Upon issuance of a SPD special commission, STA Officers shall be authorized to enforce provisions of the Spokane Municipal Code (SMC) as set forth on Exhibit A attached hereto and incorporated herein.
- B. Control Device Certification. The SPD will provide STA Officers initial certification and annual recertification training in baton and oleoresin capsicum (OC) control devices. STA Officers are required to successfully complete this training and attend annual recertification training in order to carry and deploy these control devices. No other control devices may be used by STA Officers.
- C. Crisis Intervention Training. The SPD shall provide a 40-hour Crisis Intervention Training course for at least two (2) STA Officers each calendar year.
3. TERM. This Agreement shall commence January 1, 2020, and continue through December 31, 2020, unless terminated earlier in accordance with Section 10 herein.
4. COMPENSATION. STA shall pay the City a fee of \$117,800 and 00/100 dollars as full compensation for everything furnished and performed under this Agreement. The parties acknowledge that the City is currently in the process of negotiating its collective bargaining agreement with the labor organization representing its law enforcement officers and agree to reassess compensation of this Agreement upon settlement of the collective bargaining agreement.
5. PAYMENT. The City shall submit monthly applications for payment addressed to the address specified in Section 7 herein. Payment to the City will be made by check within twenty (20) days of receipt of invoice to the remittance address specified in Section 7 herein.
6. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Nancy Williams Director, Human Resources Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: nwilliams@spokanetransit.com P: (509) 325-6081

7. **NOTICES.** All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001 E: cmeidl@spokanepolice.org P: (509) 625-4115	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: rwest@spokanetransit.com P: (509) 325-6000 F: (509) 325-6036
Remittance Address: Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable: Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

8. **INSURANCE.** During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):
- A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.
- B. STA shall maintain:
- General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
 - 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; and

- iii. Workers' Compensation Insurance in compliance with Chapter 51.12.020 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers, and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence.
- C. 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 a Party or its insurer(s) to the other Party.

9. INDEMNIFICATION.

- A. In addition to the duties of a commissioning agency under Ch. 10.93 RCW, the City shall defend, indemnify and hold harmless STA, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
 - B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents or as provided by Ch. 10.93 RCW. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
 - C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.
10. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 7 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.
11. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
12. VENUE. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
13. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

15. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
16. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
18. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
20. RCW 39.34 REQUIRED CLAUSES.
 - A. Purpose. See Section 1 above.
 - B. Duration. See Section 3 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 Agreement.
 - D. Responsibilities of the Parties. See provisions above.
 - E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and STA shall file this Agreement in its usual fashion.
 - F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.
 - G. Termination. See Section 10 above.
 - H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

21. SIGNATURES. The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

City of Spokane

Spokane Transit Authority

By: Nadine Woodward
Title: Mayor

Date: _____


By: E. Susan Meyer
Title: Chief Executive Officer

Date: May 12, 2020

By: Craig Meidl
Title: Chief of Police

Date: _____

Attest:

Attest:

By: Terri Pfister
Title: City Clerk

Date: _____


By: Dana Infalt
Title: Clerk of the Authority

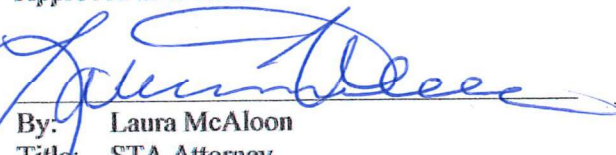
Date: 5-12-20

Approved as to form:

Approved as to form:

By: Michael Ormsby
Title: City Attorney

Date: _____


By: Laura McAloon
Title: STA Attorney

Date: 5-12-20

EXHIBIT A

STA TRANSIT OFFICERS AUTHORITY

Offenses related to safety and sanitation	SMC/INFR	10.03.100
Possession Of Stolen Property 3rd degree	SMC	10.05.064
Theft	SMC	10.05.100
Urinating In Public	SMC	10.06.015
Lewd Conduct	SMC	10.06.020
Making a False/ Misleading Statement to a Public Servant; False Reporting.	SMC	10.07.020.A
Obstructing A Law Enforcement Officer	SMC	10.07.032
Resisting Arrest	SMC	10.07.034
Unlawful Discharge Of A Laser (Adult - Criminal)	SMC	10.07.142
Unlawful Discharge Of A Laser (Juvenile-Civil)	SMC	10.07.144
Littering less than or equal to 1 cu ft. Side Walk	SMC/INFR	10.08.010.C.E1
Littering more than 1 CU FT Side Walk	SMC/INFR	10.08.010.C.E2
Providing Tobacco To A Minor	SMC	10.08.050
MIP Tobacco	SMC/INFR	10.08.055
Littering Lit Tobacco Products	SMC/INFR	10.08.112.D
Open/Consume Alcohol In A Public Place	SMC/INFR	10.08.200
MIP/Consuming Liquor Possess, Consume, or otherwise acquire.	SMC	10.08.210.A.1
MIP/Consuming Liquor Public Place or Motor Vehicle exhibiting effects	SMC	10.08.210.A.2
Disorderly Conduct	SMC	10.10.020
Pedestrian Interference	SMC	10.10.025
Sit And Lie On Sidewalk In Retail Zone	SMC	10.10.026
Regulation Of Solicitation	SMC	10.10.027
Unlawful Bus Conduct	SMC	10.10.100
Assault	RCW	9A.36.041
Dangerous Weapons	RCW	9A.12.250
Weapons Apparently Capable of Producing Bodily Harm--Unlawful Carrying or Handling	RCW	9A.12.270
Criminal Trespass 1st	SMC	10.12.050.A
Criminal Trespass 2nd	SMC	10.12.050.C
Malicious Mischief Personal Property	SMC	10.12.020.A.1
Malicious Mischief Graffiti	SMC	10.12.020.A.2
Minor Possessing MJ	SMC	10.15.100
Open Possession/Consumption Of MJ	SMC/INFR	10.15.220
DOL auto reg. "when associated with investigations with report number." Commissioning authority only resides on the property of commissioned and county has not restricted what we can write for. To include buses, bus stops and park and ride lots. All minors are written under the RCW.		

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

07/27/2020

Date Rec'd

7/15/2020

Clerk's File #

OPR 2020-0603

Renews #**Submitting Dept**

PLANNING

Cross Ref #**Contact Name/Phone**

TERI STRIPES 625-6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - BROWNFIELD GRANT PURSUIT AGREEMENT W/STANTEC CONSULTING

Agenda Wording

This Contract with STANTEC CONSULTING SERVICES, INC. Provides for strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites

Summary (Background)

This Contract with STANTEC CONSULTING SERVICES, INC. initial work, includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Neutral \$ 0

1360-94173-58620-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

Study Session\Other

PIES Briefing 6/22/20

Division Director

CORTRIGHT, CARLY

Council Sponsor

CM Beggs & CM Cathcart

Finance

ORLOB, KIMBERLY

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ODLE, MARI

sstopher@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tblack@spokanecity.org

Additional Approvals

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Purchasing

tstripes@spokanecity.org

GRANTS &

STOPHER, SALLY

sstopher@spokanecity.org

korlob@spokanecity.org

sbishop@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Business & Neighborhood Services, Planning & Economic Development
Subject:	Future Brownfield Grants and Implementation consultant contract for the Planning & Economic Development's Brownfields program
Date:	6/22/2020
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, X6597
City Council Sponsor:	Council President Beggs and Council Member Cathcart
Executive Sponsor:	Scott Simmons, Director of Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee & Urban Experience and Finance
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)	Aligns with the Strategic Plan by providing investment in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.
Strategic Initiative:	Optimizing Public Assets and Growing Targeted Areas
Deadline:	6/29/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Provides for strategic successful grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites
<p>Background/History: In 2014, we awarded a contract to a consultant chosen through a Request for Proposal procurement process for Brownfield grant and implementation assistance. That contract led to five successful (100%) grant applications and \$1.6M in funding for Phase I & II work in the YARD and University District as well as the cleanup of contamination in Riverfront Park. That success has led to our 2020 Request for Proposal (RFP #5252-20) and the selection of a consultant firm to again provide this assistance under a new three year contract.</p>	
<p>Executive Summary:</p> <p>The 2020 Request for Proposal Status:</p> <ul style="list-style-type: none"> • Staff and review committee have selected a top scoring Firm • Staff has negotiated a favorable contract framework with Firm • Staff is working with legal to develop the contract • Staff will proceed with an agenda request for Council's approval of the contract <p>At this time, the contract's significant points are:</p> <p>The initial work, which includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.</p> <p>Any grant writing other than a site specific or community wide assessment application is contingent upon the availability of funding and will be provided according to the costs proposed in the Firm's Brownfield Grants and Implementation Services (RFP #5252-20) April 20, 2020 proposal.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (no revenues or expenses until grants are awarded in 2021)</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	

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:



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: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

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: BROWNFIELD GRANTS AND
IMPLEMENTATION SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES; and

WHEREAS, the Consultant has been selected through RFP No. 5252-20.

-- 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 July 1, 2020, and ends on June 30, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional two-year contract periods with the total contract period not to exceed five (5) years.

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, Consultant's Response to RFP dated April 20, 2020, 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.

Payment for Consultant's services will be paid as outlined in the Cost Proposal section of Exhibit B.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Planning Department, 808 West Spokane Falls Blvd., Spokane, Washington 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 subconsultant.
- 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 effect 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 Consultants 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 lawsuits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including reasonable 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 upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

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

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. 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. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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 reasonable 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. Upon full payment of all monies owed to the Consultant, 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. The Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic Files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent. Files sent in protected PDF format may be relied on.
- 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, epidemic, pandemic, 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 subconsultant 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 applicable 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.

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B - Consultant's Scope of Work dated April 20, 2020

20-097a

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

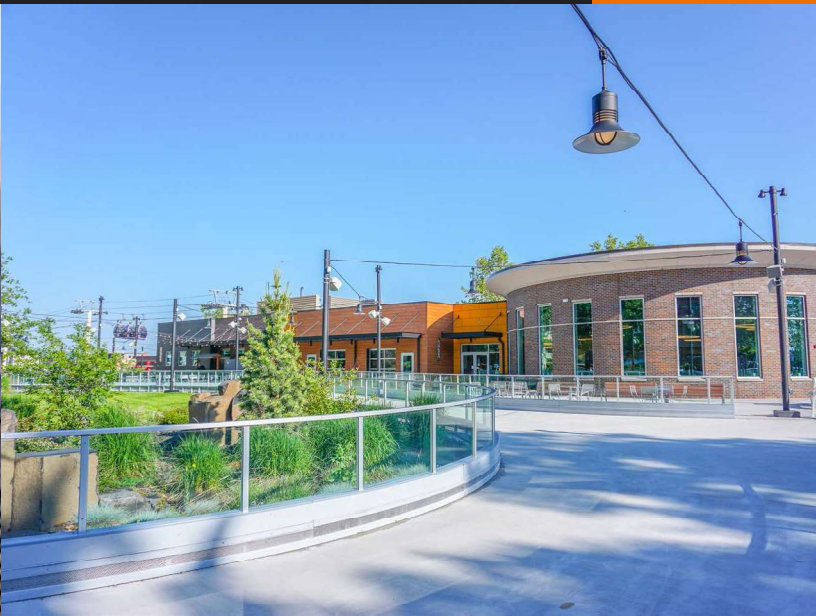


Request for proposals for

Brownfield Grants and Implementation Services (RFP# 5252-20)

City of Spokane

April 20, 2020



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Stantec Consulting Inc.
621 West Mallon Avenue,
Suite 309
Spokane, WA 99201

April 20, 2020
City of Spokane - Purchasing
4th Floor, City Hall
808 W Spokane Falls Blvd.
Spokane, Wa 99201
Attn: Connie Wahl, C.P.M., CPPB

RE: Request for Proposals (RFP) #5252-20; Brownfield Grants and Implementation Services

Dear Ms. Wahl & the Selection Committee:

We care about the communities we serve – because they’re our communities too. **That’s why at Stantec, we always design with community in mind.** For decades, Stantec has strengthened communities across the country through brownfield revitalization projects. We translate market potential into achievable visions with strong community buy-in that lead to full-scale implementation.

We have been a leading provider of consulting services in Washington for over four decades. Our local offices (in Spokane, Lynnwood, Bellevue and Seattle) include nearly 300 technical and support staff who will provide efficient, timely, and cost-effective support, including:

- Project Manager and Licensed Geologist (LG) Cyrus Gorman, who has assisted Spokane with securing and implementing five previous EPA Brownfield Assessment and Cleanup Grants.
- Brownfield Grant Specialist Chris Gdak, who has assisted more than 50 communities throughout the US with securing and/or implementing over \$30M of brownfield grants.
- Local liaison Jeromy Jones, a Spokane-based Professional Engineer (PE) with a broad range of civil/environmental engineering experience.

We believe we are the best team to serve your needs on this project for many reasons, most critically:

- Since 2014 Stantec has assisted the City in achieving a 100% success rate in securing five EPA Brownfield Grants totaling \$1.6 Million, **more than any other community in the Northwest during this period.**
- In addition to brownfield grants, our comprehensive Funding Services Program has successfully leveraged **over \$4 Billion of local, State and Federal funding resources** for the types of improvements necessary to achieve revitalization of priority brownfield sites and focus areas.
- **We absorb the risk.** Whenever feasible, we will strive to provide the City with grant application assistance for little to no cost.

In response to the RFP criteria for this letter:

- A. **Primary Point of Contact:** Cyrus Gorman, LG, MBA; Stantec Consulting Services Inc.; 4100 194th St SW Suite 400; Lynnwood WA 98036; P: 425-599-9302; E: cyrus.gorman@stantec.com.
- B. **Legal Status of Firm:** Corporation.
- C. **Primary Locations:** Stantec’s Spokane and Lynnwood Offices.
- D. To our knowledge, we do not presently employ any current or recent City employees.
- E. Stantec will comply with all terms and conditions set forth in the RFP, unless otherwise agreed by the City. We believe that, should we be selected for this assignment, we will be able to conclude a mutually satisfactory contract with you.
- F. Stantec certifies that it has not been debarred, suspended, deemed ineligible for, or otherwise excluded from participation in Federal Assistance Programs, and will not subcontract to any firms that are. We agree to comply with City requirements to follow the cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. We also agree to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements.

Supporting You While Working Apart

Stantec has an important role to play in helping the places we live and work endure the COVID-19 pandemic, return to normalcy, and become more resilient as our world changes. Our leaders are working to provide guidance, ideas, and help to our clients through this pandemic. We are working to bring the best of Stantec to our communities and move through these challenging times together. The Stantec team stands ready to collaborate with the City and its partners while utilizing strategies to maintain appropriate social distance and protect the health and safety of our teams. For information and updates on Stantec's strategy to proactively adapt to these challenges please visit our website at: <https://spotlight.stantec.com/covid-19>.

The Stantec team has the expertise and enthusiasm to build and strengthen the City's brownfield program and we look forward to continuing our partnership. Should you have any questions regarding this submittal, please contact us at your convenience.

Stantec Consulting Services Inc.,



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Technical Proposal

Technical Proposal

A. Project Approach/Methodology

Project Understanding

Stantec understands that the City of Spokane (hereinafter referred to as the “City” or “Spokane”) has established one of the most successful brownfield redevelopment programs in the western United States (US). The program has been funded in part by effectively leveraging an array of state and federal brownfield grants, including:

- Nearly \$2 million (M) of US Environmental Protection Agency (EPA) Brownfield Grant funding (assessment, cleanup and planning) since 2015.
- >\$1M of Washington State Department of Ecology (Ecology) Model Toxics Control Act (MTCA) funding since 2013.
- >\$3.5M of Washington State Department of Commerce Brownfield Revolving Loan Fund (BRLF) and other economic development program funding.

These grants have been instrumental in developing public-private partnerships and funding revitalization activities at priority sites and focus areas throughout the City, including:

- The cleanup and redevelopment of Kendall Yards into a vibrant mixed-use neighborhood.
- Supporting the Northeast Public Development Authority (NEPDA) in their efforts to revitalize The YARD in Spokane’s Hillyard Neighborhood.
- Managing impacted soils as part of ongoing revitalization activities throughout Riverfront Park.
- Forming a Coalition with the University District Public Development Authority (UDPDA), Gonzaga University, Washington State University (WSU) and the Empire Health Foundation to fund the assessment/reuse of catalyst sites throughout the University District.

Through these endeavors, the City has developed internal infrastructure, partnerships, and community support, building a solid foundation for further brownfield redevelopment projects over the next decade. We understand that the City is presently seeking additional funding and brownfield redevelopment support for itself and its partners over the next three years, which is anticipated to include the following priorities:

- Maximizing assessment/cleanup grant funding from a variety of state and federal programs.
- Taking full advantage of significant increases in brownfields funding that may occur in 2020 and beyond via infrastructure/stimulus bills to support economic recovery from the COVID-19 pandemic.
- Establishing a local Revolving Loan Fund (RLF) Program.
- Establishing an Environmental Workforce Development and Job Training (EWDJT) Program.
- Securing funding to support revitalization strategies and capital improvement projects at priority sites and within brownfield-impacted areas throughout the City.
- Assisting key partners like NEPDA and the UDPDA gain critical funding experience that will help them build sustainable redevelopment programs of their own.

Having collaborated with the City on five EPA Brownfield Grants awarded since 2015, Stantec is well positioned to help you and your partners achieve these goals. While we’ve had 100% success in assisting the City with EPA Brownfield Grant funding, we feel we have much more to offer. Our Funding Services Practice includes over 140 professionals largely focused on assisting public and non-profit clients to identify, apply for, manage, and track grant and loan funding for important initiatives. We have significant experience with federal, state, and local funding and have helped clients secure more than \$4 billion of grants and loans, including over \$60M for Washington State communities.

Project Approach/Methodology

With Stantec you have an integrated team of resources at your fingertips - not only grant writers, but experienced financial consultants, engineers, and technical experts with relevant experience with brownfields, infrastructure, energy, climate & resiliency, and emergency management projects. We have successfully leveraged our technical offerings into our Funding Services Practice to create robust funding applications that wow the granting agencies. With Stantec, you get a one stop shop!

We see our role as helping you obtain the resources necessary to advance your projects and to do so in a sustainable way that makes sense for the City and its partners. This includes developing a deep understanding of your near- to mid-term initiatives, funding needs, and priorities to help us identify the best opportunities. We think holistically about resources and will look both within and outside of your organization for funding opportunities and partnerships. We will work with you to understand the projects that are most important. Whether it’s additional assessment, cleanup or planning grants, or major capital improvement projects like developing green infrastructure, our team will help demystify the funding process and maximize success.

Our team does not stop once a grant application has been submitted. We support the full funding life cycle - from preliminary research, through the creation of a funding strategy, application development and submission, post-award grant management, and enterprise tracking of progress and results. We bring unparalleled funding experience and have developed systems to drive compliance, track progress, and aggregate lessons learned. Our efforts will empower the City and its partners to execute a coordinated and streamlined approach to securing funding.

Our initial approach will focus on developing a deep understanding of your initiatives, public/private partners, funding needs, and priorities to help us identify the best funding opportunities over the next 18 months (2020-21). Once we know the projects, the funding required, and the timing, we will begin to identify funding options and to design and implement effective “win strategies.”

We have the tools, databases, and agency relationships to help identify and secure funding. At the federal, state, and local levels, Stantec has established relationships with funding program administrators. We also proactively research, follow and get ahead of funding trends and leverage databases and tools to help identify and secure funding. Communication helps our funding services team learn about program changes in real time and better understand which project characteristics should be highlighted in the application narrative. Our team can decipher whether the funding levels of a program (i.e., average award size and percentage of applications funded) and a project’s likely competitiveness based on the scoring criteria, warrant the level of effort required to submit and administer the grant. It is important that the City and its partners do not waste time and energy when there are better options.

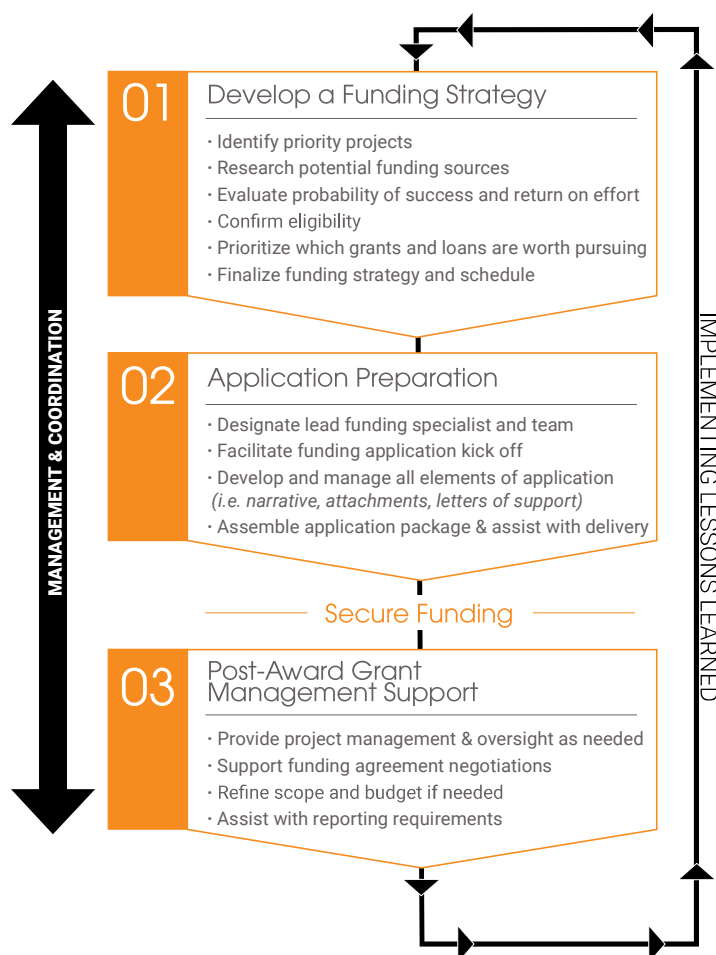
We will work with City staff to **develop a list of potential grants based on clear decision criteria** including, but not limited to, funding available, schedule alignment relative to application deadlines and project milestones, access to required match, agency requirements associated with accepting the funding, and restrictions that may be placed on projects with grant or loan funding. We will include in this analysis our firm’s extensive experience and lessons learned related to specific funding programs. We know how to analyze and weigh the full suite of factors relevant to the viability of a particular funding option for an organization.

Assisting the City and its partners in applying for grants. In response to requests to assist with specific grant applications, Stantec will first prepare a proposal/work plan that details the anticipated scope, schedule and fee. Once a decision has been made to proceed, our project manager will work quickly to align our integrated internal resources to develop elements of the application. A refined application schedule will be created to clearly define when application components are developed and when reviews will occur. We will work as one team with your staff as we assemble the application package and assist you in building support and coordinating with project partners. Demonstrating extensive support is key to a successful application. We know how to pitch projects to stakeholders, delivery partners, and capital providers.

Our templates and tools can expedite delivery in instances where immediate responses to administrators are required. We have also found our templates and tools eliminate unnecessary effort. Many funding programs require project information to be presented in similar formats. Building a repository of application elements and references can facilitate efficiently and effectively assembling new applications for other funding programs.

We understand the project life cycles, required documentation, and the necessary steps to verify that funding compliance is integrated into delivery and project management. Our funding experts can rapidly identify information needs and elements of projects that will most appeal to funding program reviewers. We rely on not only our individual technical expertise but regularly tap into the vast collective knowledge of our firm. By actively coordinating and leveraging our collective resources from start to finish we maximize the potential of securing agency approvals and funding awards.

Provide post-award grant management support. Well-designed grant and loan proposals provide the foundation for successful implementation projects. After the City and its partners receive notification of award, we can support an expedited process to execute the loan or grant agreement. During this process, our team prepares an outline of grant or loan requirements and helps establish appropriate processes. We review these requirements in the context of other project or reporting activities to capitalize on existing systems or



practices that can support compliance. We understand that staying on schedule within the funding parameters requires active monitoring by project managers and we can assist the City and its partners with tracking and progress reporting. Stantec will prepare interim and final reports, documentation, and reimbursement requests on your behalf to access funds and close out agreements.

Additional details for specific anticipated brownfield grant pursuits are provided in the following sections.

B. Work Plan

Meet with City and develop funding strategy

During this meeting we'll discuss the City's funding priorities and focus on developing a detailed plan for the initial 18 months (2020-21) of the contract period.

EPA Brownfield Grants potentially require the greatest long term strategic planning, due to several factors including: (a) the long-lead time (typically 9-10 months) between the announcement of the grant competition (November - December), and the cooperative agreement execution date (typically the following October); (b) the alternating year schedule for certain grants (i.e., multi-purpose, and RLF); and (c) the requirement to have spent down 70% or more of previous community-wide assessment grants in advance of applying for additional funding. The extreme competitiveness for the RLF grants and multi-purpose grants (with on average only one grant awarded per EPA region) means that it is important to have a project perfectly aligned with the EPA scoring criteria in order to have a reasonable probability of success. Similarly, the increase in the maximum award amount for the cleanup grants from \$200,000 to \$500,000 was a favorable development in several respects, however, with 90% or more of recent awards having been for the \$500,000 maximum amount, this has resulted in EPA Cleanup Grants becoming competitive. On the other hand, the change in the rules in 2018 allowing not-for-profits to apply for additional types of grants, including CWA grants, means that there are greater opportunities to work with local partners to maximize EPA Grants awarded to the Spokane region. We are experts in helping local governments design and implement effective long-term strategies to maximize the extent to which EPA Brownfields Funding can be leveraged for their programs.

We will apply similar strategic analysis to optimize the City's access to State of Washington funding programs. This will include consideration of pairing of federal and state brownfield grants to offset match requirements.

Grant Application Proposal, Work Plan, and "Win Strategy"

The grant application process will begin with Stantec preparing a proposal for a specific grant the City chooses to pursue. The proposal will detail the anticipated level of effort; the requested compensation; the schedule; and the proposed roles and responsibilities for Stantec, the City, and any other partners that will support the grant application effort.

Upon acceptance by the City of Stantec's proposal to assist with a specific funding opportunity, Stantec will develop a tracking table that will summarize all required components of the grant application package. Stantec will prepare a detailed win strategy/plan that will outline each scored component of the application, the relative point ranking, the specific instructions and scoring criteria identified in the grant guidelines, Stantec's initial analysis of the relative strength or weakness of the proposed project relative to those criteria, and the proposed strategy for fully leveraging the strengths and addressing the weaknesses. The Win Strategy/Plan will be presented to the City and discussed, with particular emphasis on how best to strengthen the application and address the most challenging sections or components from a scoring perspective. Based on this discussion, the win strategy/plan will be updated, and work will begin on preparing the various application components.

Grant Application Preparation

The application process will vary depending on the requirements for each specific grant. The process used by Stantec for preparing EPA Brownfield CWA Grant applications is presented below as an example, and in recognition that these grants have a higher degree of difficulty than most. Although tailored to preparation of these specific grants, much of the process is relevant to other types of grants.

EPA Brownfields CWA Grant Applications

Our approach to preparing EPA Brownfield Grant applications is unique within the industry, and the results are evident. Over the past decade, Stantec has helped more than 70 communities across over 20 states and 9 EPA regions secure and/or implement over \$40M of EPA Brownfield Grants. We have an ~90% success rate securing grant funds on behalf of our clients in a highly competitive grant program where only ~33% of applicants are awarded funding. With our team's track record, and local experience, we're confident we can assist the City in preparing compelling grant applications with a high probability of being funded.

Grant applications are prepared by an experienced lead grant writer supported by team members with diverse and specialized technical skills, such as in conducting historical research, demographic and economic analysis, health statistics "data-mining," and public involvement planning. We collaborate across EPA regions, sharing information and insights amongst grant writers working on applications for clients throughout the U.S. Senior staff provide expert-level review and verify grant application content fully aligns with evolving EPA requirements.

We will assist with all components of preparing the grant application(s), and will tailor the process to meet the needs of City staff supporting the grant application process. However, to the extent feasible, we will endeavor to prepare the application through a collaborative process with the City throughout all phases. This will result not only in a more "authentic" project with enhanced likelihood of being funded, but also a proposed scope of work that is optimally aligned with the City's interests and needs.

Forming Coalitions

A key decision for the City related to CWA grants is whether to submit an application as a single entity (eligible for a maximum award of \$300,000) or to apply as the lead member of a coalition of three or more local units of government (eligible for a maximum award of \$600,000). When feasible, we recommend that the City form a coalition, not only for the greatly increased maximum award amount but also for the opportunity to create a project that will lead to enhanced collaboration between local units of government focused on economic development or redevelopment initiatives in the City and the metro area. This process was used in the City's most recent competition and resulted in the \$600,000 CWA Grant now being used to assess the University District.

We have developed multiple strategies for both identifying prospective coalition members, recruiting them to participate in the project, and assigning roles that make sense in terms of the proposed project. The optimal coalition members for the project will depend in part on: (a) target areas of greatest importance to the City, as well as the types of projects on which funding may be focused (i.e., housing, riverfront, etc.); (b) how well the proposed project aligns with one or more priorities for these entities; and (c) how well these entities can provide resources or expertise that strengthen the grant application.

Demonstrating Financial Need and Impact of Brownfields on Disadvantaged Populations

The scoring for EPA Brownfield CWA Grants is based in part on the extent to which funding can be shown to be focused on target areas or communities in which there are disproportionate numbers of socially or economically disadvantaged residents. We are experienced in working with applicants to: (a) identify target areas that are a good match for EPA funding priorities; (b) defining the boundaries for the target areas in a manner that maximizes the extent to which they incorporate areas of greater distress or disadvantage; and (c) selecting demographic data that best demonstrates greater levels of disadvantage or distress. We utilize census tract or census block group data available from the U.S. Census Bureau website, but supplement this by accessing data available through multiple subscription services such as Social Explorer and Policy Map. The general goal in selecting data is to show greater levels of social disadvantage or economic distress for the applicant than for the corresponding state or the U.S. as a whole, and even greater levels of social disadvantage or economic distress within the identified target areas. Although the generic demographic data table presented in the grant application guidelines is limited to 6 or 7 categories, there are hundreds of types of data that can potentially be presented to more compellingly demonstrate social or economic distress that support the other sections of the application demonstrating financial, social, or health impacts.

Characterizing Brownfields

As part of the grant application process for CWA Grants, we will complete a preliminary inventory of brownfield sites in the target area to: (a) help identify compelling individual brownfield sites that can potentially be featured in the narrative; and (b) to generate statistics on numbers and types of brownfields that can be used to bolster the sections of the application related to impacts from brownfields. We'll search state, federal and historical databases to identify and characterize documented or suspected brownfield sites; and provide detailed information on select, high priority sites, including site history and ongoing impacts, lost opportunity costs, effects on local property values, community exposure to contaminants, and other compelling information. The inventory completed as part of the grant application can serve as a useful initial component of the inventory that will be enhanced as part of the project, if funded, thereby enhancing the value created through the grant application process.

Documenting Health Impacts

We'll document the health impacts of brownfields on local residents by working with county and state health departments to find data that can be credibly related to environmental conditions or exposures, such as lead poisoning, asthma, and cancer; and demonstrate the anticipated benefit of assessment and cleanup.

Documenting Financial Impacts

We'll identify and quantify direct and indirect financial impacts from brownfield sites and provide specific compelling examples or statistics. We'll quantify lost opportunity costs to demonstrate financial impacts supported by actual figures and document costs to maintain derelict properties, respond to crime and fires in vacant buildings, and other ongoing financial burdens.

Defining the Project Scope

Developing a strong and focused scope of work is key to a successful grant application. We'll help you develop a project designed to address your specific needs. We'll prepare detailed task descriptions tailored to meet your redevelopment goals and define specific outputs. We'll develop detailed cost estimates for each task and quantify anticipated in-kind donations of staff time as a voluntary contribution.

Involving Community-Based Organizations (CBOs)

The requirements related to CBOs in terms of the grant application process were significantly changed during the FY2020 competition. Never-the-less, CBOs will continue to play a key role in successful grant-funded projects, and we will work with the City to recruit CBOs and to identify useful roles and meaningful ways they can participate in the project. If desired, we will organize a stakeholder outreach event as part of the grant application process and seek for CBOs to commit to specific roles in implementing the grant-funded project that will enhance both the application and the ensuing project.

Creating Agency and Public/Private Partnerships

We'll help you secure early participation from partner organizations and community stakeholders, such as property owners, businesses, and developers, to represent key demographic groups. The roles of these groups will be clearly defined in the application.

Tying it all Together

In addition to the strategies noted above, we'll verify that each section meets all EPA requirements and addresses reviewers' key points of concern, helping you craft complete and compelling applications. We'll link anticipated project benefits to existing community initiatives and planning processes, quantifying these results wherever possible, and relating projected outcomes to the economic, environmental impact, environmental justice, and other issues discussed throughout the applications. Linking the various parts of the grant application into a cohesive narrative is one of the most challenging parts of the grant application process, but is a key to gaining a few added points that are often the difference between a successful and an unsuccessful application. Our grant writers are experienced in crafting this type of integrated narrative.

Quality Assurance/Quality Control (QA/QC)

All applications are subject to Stantec's internal QA/QC review process which includes review of applications by administrative staff (for formatting, spelling, and other types of non-technical details), and both a senior and independent reviewer. The senior reviewer is someone other than the primary author who is trained in technical document review procedures and focused on the technical details of the application, in particular, whether each section of the application fully and effectively responds to the requirements in the grant application guidelines and scoring criteria section. The independent reviewer is also trained in technical document review procedures, but is not directly involved in the preparation of the grant application, and therefore better able to review with "fresh eyes" in terms of readability, consistency and other non-technical factors.

The draft grant applications are also analyzed in terms of the number of words/length of each section relative to the point weighting for that section, so that greater levels of detail are provided in the sections having the greatest point weighting. This enhances the likelihood of the application achieving a higher total score. The QA/QC review process is critical in creating applications that are as free from error as possible as well as concise and highly readable. Readability is important in that reviewers are more likely to deduct points from applications that are challenging to read. In addition, it is important to recognize that the scoring process used by EPA reviewers is "subtractive" with reviewers deducting points for each section based on missing information or errors. Eliminating typographic or other types of minor errors and making certain to address each and every component specified for each section in the grant application guidelines is essential to writing a winning application. Stantec's QA/QC process developed specifically for the EPA Brownfields Grant applications is a key component in our success.

C. Project Schedule

The following is a general schedule for the initial three-year project period (June 1, 2020 through May 31, 2023), based on the timing for the primary EPA and State of Washington grant programs anticipated to be of greatest interest to the City. The schedule will be adjusted based on the actual timing and deadlines for individual grant programs, as well as in response to opportunities and needs associated with individual redevelopment projects and sites. A more detailed schedule for the initial 18 months of the project will be developed following the project kickoff meeting.

Kickoff Meeting (June 2020)

The first task will be the kickoff meeting at which we will discuss the City's funding priorities and focus on developing a detailed plan for the initial 18 months of the project.

Monthly Check-in Calls (July 2020-May 2023)

As a consequence of COVID-19 and the significant potential multi-year economic impacts, it is anticipated that new funding opportunities will be created (in particular at the federal level), as part of economic stimulus bills, while other programs may see their funding suspended or reduced in response to budget cuts necessitated by funding shortfalls. We anticipate unprecedented changes to grant programs occurring over the initial project period, which will make it essential to maintain check-in calls on a monthly basis to review the overall funding program and respond to changes and new opportunities as they arise.

Annual Cycle (June 2020-May 2023)

Stantec will work with the City and implement an annual cycle of:

1. Identifying funding opportunities for the City and its partners (NEDPA, UDPDA, etc.).
2. Applying for 3-5 State and EPA Brownfield Grants per year.
 - a. For Competitive EPA Grants:
 - i. Year 1 = FY2021 Grant Competition(s):
 1. Help the City apply for an EPA Brownfield Cleanup or Multi-Purpose Grant.
 2. Help a City partner pursue an EPA Environmental Justice Small Grant for programmatic capability/grant experience building purposes.
 3. Help a City partner pursue an EPA Brownfield Cleanup Grant (dependent on whether the City chooses not to pursue a Cleanup Grant under item 2.a.i.1 above)
 - ii. Year 2 = FY2022 Grant Competition(s):
 1. Help the City or a Coalition pursue an RLF Grant.
 2. Help the City pursue an Assessment Coalition Grant.
 3. Help a City partner pursue a Cleanup Grant (subject to the same considerations as listed under item 2.a.i.3 above).

4. Help the City and/or a partner pursue an Environmental Workforce Development and Job Training (EWDJT) Grant.
- iii. Year 3 = FY2023 Grant Competition(s):
 1. Help the City apply for an EPA Cleanup or Multi-Purpose Grant.
 2. Help a City partner pursue an assessment grant.
- b. For Ecology Grants:
 - i. Year 1 (2020):
 1. Position priority sites/focus areas for funding during the 2021-2023 biennium.
 2. Apply for Integrated Planning Grant (IPG)/Remedial Action Grant (RAG) funding during the 2021-2023 biennium as opportunities arise.
 - ii. Year 2 (2021):
 1. Continue applying for funding during 2021-2023 biennium.
 2. Secure IPG/RAG funding during the 2021-2023 biennium.
 - iii. Year 3 (2022):
 1. Begin positioning priority sites/focus areas for funding during the 2023-2025 biennium.
 2. Apply for IPG/RAG funding during the 2023-2025 biennium.
- c. Rolling opportunities (no annual or biannual cycle):
 - i. On an ongoing basis, look for funding from the following programs:
 1. EPA Targeted Brownfield Assessment (TBA) Program.
 2. Washington State Department of Commerce Brownfield Revolving Loan Fund (BRLF).
 3. Washington State Pollution Liability Insurance Agency (PLIA) UST Loan & Grant Program.

D. Deliverables

The following is a description of the comprehensive list of deliverables for brownfield grant projects.

Grant Application Related Deliverables

Grant Proposal/Work Plan

Once the City has confirmed that it wishes to pursue a specific grant opportunity, Stantec will prepare a proposal detailing the anticipated level of effort, the requested compensation, the schedule, and the proposed roles and responsibilities for Stantec, the City, and any other partners that will support the grant application effort.

Detailed Win Strategy/Plan

Upon acceptance by the City of Stantec's proposal to assist with a specific funding opportunity, Stantec will develop a tracking table that will summarize all required components of the grant application package. For competitive grants or funding opportunities, Stantec will prepare a detailed win strategy/plan that will outline each scored component of the application, the relative point ranking, the specific instructions and scoring criteria identified in the grant guidelines, Stantec's initial analysis of the relative strength or weakness of the proposed project relative to those criteria, and the proposed strategy for fully leveraging the strengths and addressing or compensating for the weaknesses.

Grant Application

Once the win strategy is completed, Stantec will proceed with preparing the grant application and any other components assigned to Stantec. For EPA grants, this typically includes various required federal forms, a 1-2 page cover letter, a threshold criteria document, and the main application narrative. Our standard process includes incorporating the grant application guidelines and the scoring criteria for each section into the initial drafts, so that these can be repeatedly referenced as the lead grant writer works on each section. The initial drafts typically include the points assigned to each section, as well as the targeted page length for each section based on the total permitted page length and the relative score of that section to the total maximum score.

Initial drafts of each application component will be submitted to the City for review as they are completed. A complete draft that includes all components will be submitted to the City for review at least one week before the submittal deadline (and longer, if necessary to complete any mandatory City internal review/approval process).

A copy of the complete final application (typically in Adobe Acrobat format) will be provided to the City.

Cooperative Agreement (CA) Work Plan & Supporting CA Documents

For the EPA Brownfield Grants, as an extension of our grant writing services, Stantec will help the City prepare the CA Work Plan, required to initiate grant funding with EPA. This document outlines the proposed project schedule, deliverables, outcomes, and outputs. The CA Work Plan is in some respects a formality, in that it is intended to replicate information included in the grant application. However, it provides an opportunity to enhance the project, to make minor adjustments in the proposed scope of work and budget for individual tasks – and therefore, can benefit from the experience that Stantec has gained in helping to prepare nearly 100 of these documents.

Grant Implementation Related Deliverables

The deliverables associated with implementation of the grant-funded projects will vary depending on the type of grant, the scope of work, and Stantec's contracted role during implementation. Following is a description of the types of deliverables that would potentially be provided by Stantec during implementation of an EPA CWA Grant – which has the broadest range of potential deliverables.

Assistance with EPA Administrative Reporting

If requested, Stantec will assist the City or other partners in drafting all EPA-required administrative reports, including: (a) annual Federal Financial Reports (FFRs), (b) annual Federal Disadvantaged Business Enterprises (DBE) Reports, and (c) quarterly progress reports. Drafts will be submitted to the City's project manager (PM) for review and submission to the EPA Project Officer. Stantec will assist the City in creating a written record of activities completed by the City and Stantec to follow the Six Good Faith Efforts for DBE participation specified in 40 CFR, Section 33.301 so that this information will be readily available in the event that the project is subject to a future audit by EPA.

Project Management Reporting

Stantec will prepare monthly invoices and progress reports in accordance with City requirements. The reports will detail charges billed and work completed for each task, the percentages of budget expended versus the estimated percentages of work completed, and backup documentation for expenses and charges for work completed by subconsultants or subcontractors. Stantec will also maintain a detailed site tracking spreadsheet which will be used to track budget, schedule, approvals, and other information relevant to sites that are nominated and approved for use of EPA funds. A similar spreadsheet is currently being used to track information for sites being assessed as part of the City's FY2019 Brownfields Coalition Assessment Grant.

Community Outreach

Our team will work with your public information staff to draft press releases, prepare project information sheets, and design website materials, which are compatible with the City's brand and augment your existing public information documents. Additional, supplemental deliverables will be crafted throughout the project lifespan, as needed. For the CWA Grant, many of the project fact sheets and information forms have already been created and will therefore, only need minor modification and updating for use on future CWA or other EPA Grants.

Site Inventory Tool

If beneficial to the needs of the project, Stantec can create a comprehensive database of potential brownfield sites within the focus area(s), which will be used to prioritize and select eligible opportunity sites for which Environmental Site Assessment (ESA) or cleanup/reuse planning activities will be performed.

We can create a GIS-linked database of all parcels using information available from the Spokane County Assessors' Office, which may include the following parcel attributes:

- Parcel Numbers and addresses
- Site acreage
- Building square feet, number of buildings and/or floors
- Building description and condition
- Floor area ratio
- Building age
- Assessed value of land and improvements
- Current land use (including vacant lands)
- Historical data related to taxes, assessed value, property sales, permitting, etc.
- Environmental restrictions including wetlands, floodplain, etc.

We'll then incorporate all sites listed in the Ecology Facility/Site and Cleanup Site databases. This information will be linked to the assessors' parcels/attributes, which will allow sites to be sorted and filtered by both parcel characteristics (i.e. – occupancy and improvement value) as well as potential environmental impacts, based on Ecology data.

In addition to assessor and Ecology data, we advise incorporating available information from several other potential sources including:

- Historical resources
- Properties listed as for sale/lease
- Site hazard rankings conducted by Spokane Regional Health District
- Vacant and tax delinquent parcel lists
- Other sites identified by the City, BAC and/or public

Once the data has been compiled, we'll complete sorting, filtering, and ranking activities to create a workable list of potential brownfields, including sites with a combination of underutilization and potential environmental impacts. This list will be further evaluated by the City, using your prioritization criteria, in order develop a final list of high priority brownfield sites. Finally, we'll use real estate strategists and market experts to evaluate the list to identify and focus ESA and other cleanup and reuse planning activities on those sites with the greatest potential to attract private investment.

Eligibility Determinations

Stantec will complete Eligibility Determination (ED) forms for prioritized brownfield sites in accordance with EPA requirements for hazardous substance and/or petroleum funding.

Phase I ESAs

Stantec will complete Phase I ESA's at select, eligible priority sites. Phase I ESAs will be performed in accordance with the All Appropriate Inquiries Final Rule and the standards set forth in the ASTM E1527-13 Phase I Environmental Site Assessment Process. We also collect information necessary for compliance with Endangered Species Act, Section 7 and National Historic Preservation Act, Section 106, as applicable.

Our Phase I ESA reports include site maps, which identify historic and present-day environmental concerns. These maps can be subsequently adapted for use in Site-Specific Sampling and Analysis Plans (SAPs) required for Phase II ESA activities, producing superior reports and resulting in time and budget efficiencies. If desired, digital copies of Phase I ESA reports will be linked to other site information contained within the brownfields portion of the City's GIS.

Quality Assurance Project Plan (QAPP)

EPA requires that an approved QAPP be in place before Phase II ESA activities, including asbestos or hazardous materials/pre-demolition surveys, are completed. Our QAPP template meets all current EPA requirements and has been reviewed and approved by the agency.

SAPs & Health and Safety Plans (HASPs)

Stantec will prepare SAPs and HASPs for all sites where Phase II ESAs or other environmental testing is performed. Our SAP and HASP templates meet all current EPA requirements and have been reviewed and approved by the agency.

Phase II ESAs, Hazardous Materials Assessments, & Other Site Investigations

Stantec will complete Phase II ESA's and/or other investigation/assessment activities at select eligible priority sites. During Phase II ESAs, we document all sampling location coordinates and elevations using Global Positioning System (GPS) and other surveying methods to increase data utility and supplement future cleanup and redevelopment planning.

Analysis of Brownfields Cleanup Alternatives (ABCAs)/Cleanup Action Plans (CAPs)

At sites with significant documented environmental impacts, Stantec will prepare an ABCA, which examines various remedial options for the site. The ABCA will include a review of applicable regulations and cleanup standards, a cost benefit analysis, and evaluation of feasible remedial actions. The report will also suggest a recommended cleanup alternative. Once a preferred remedy has been identified, we will prepare a CAP, which details the process for implementing the remediation.

When considering site cleanup options, Stantec will consider factors such as engineered barriers, implementation costs, available funding, developer expectations, green remediation, and sustainability.

Area Wide Planning (AWP) and Reuse Planning Studies

There are currently 10 categories of area-wide or reuse planning studies recognized by EPA that can be performed using EPA CWA Grant funding and for which fact sheets are available (<https://www.epa.gov/brownfields/information-eligible-planning-activities>):

Planning activities to initiate brownfields revitalization:

1. Site Reuse Assessment
2. Land Use Assessment
3. Market Study
4. Infrastructure Evaluation
5. Community Health Assessment
6. Site Disposition Strategy

Planning activities to prepare your brownfields site for redevelopment:

7. Site Reuse Vision
8. Revitalization Plan
9. Resource Roadmap
10. Evaluation of Market Viability

Stantec has also been successful in obtaining EPA approval to perform a flood plain analysis, a water and sewer extension study, a noise mitigation study, and other types of engineering analyses – where these were integral to furthering planning for redevelopment or reuse of eligible brownfields. The scope of work and resulting deliverables vary depending on the specific type of study and other factors. However, the first deliverable is always a work plan that details the specific activities to be performed, the proposed budget for each element, and the specific manner in which the proposed activities will further the redevelopment or reuse of an eligible brownfield property. The work plans will be submitted to the EPA Project Officer for approval prior to initiating work, to assure that these non-traditional uses for CWA Grant funding are confirmed to be eligible prior to incurring costs.



Management Proposal

Management Proposal

A. Project Management

1. Project Team Structure/Internal Controls

Stantec will be the prime consultant, leading all tasks during the grant application and implementation phases of the project. As a Top 10 Global Design Firm specializing in all aspects of brownfield redevelopment projects, we can perform the majority of anticipated consulting services in-house.

Per Section 1.2 - Minimum Qualifications of the RFP

- With four offices and nearly 300 staff in Washington State, **Stantec is licensed to do business in the State of Washington.**
- As demonstrated throughout this section, **Stantec has more than five years of experience** securing and implementing environmental grants and services.

We provide nationally recognized expertise to support brownfield redevelopment projects. From Kodiak, Alaska to Charleston, South Carolina and Syracuse, New York to Los Angeles, California, we've helped over 70 communities across the country secure more than \$50M in EPA and state brownfield grant funding. In addition to having a 100% success rate in working with the City of Spokane to secure five EPA Brownfield Grants since 2015, our portfolio of brownfield work includes:

- Back-to-back National Brownfield Renewal Economic Impact Award winning projects; and
- The ongoing cleanup/redevelopment of the Sacramento Railyards - funded by over \$300M and considered one of the largest urban infill projects in the US.

As a publicly traded company, Stantec is held to strict financial, risk management, contract management and legal requirements, and as such, we have the project management, accounting, legal, information management and quality assurance systems in place to effectively implement projects of this complexity. We approach all projects with careful planning and management of scope, budget, and project milestones. We are registered under the internationally recognized ISO 9001:2015 Quality Management Standard. The core elements of the ISO 9001:2015 Standard have been incorporated globally across the organization through the development and use of our Project Management Framework (PMF). We always assign a dedicated Project Manager (PM) trained in the PMF to manage all tasks, effort, schedule, and budget.

Cyrus Gorman, LG, MBA, will serve as Stantec's dedicated PM. Cyrus will have prime responsibility and financial authority for the proposed work and will be the sole point of contact with the City. Cyrus is a licensed geologist with over 16 years of environmental consulting experience. He specializes in brownfield redevelopment projects involving grant applications, grant management and reporting, Phase I/II Environmental Site Assessments (ESAs), environmental remediation, public involvement and cleanup/reuse planning activities. Cyrus has successfully led cross-functional teams of grant writers, planners, engineers, GIS professionals, scientists and subcontractors. Cyrus has served as the PM and supported all facets of Stantec's five EPA Brownfield Grant projects with the City of Spokane. Cyrus has also effectively managed brownfield grant-funded programs for several other municipalities, including: Lake County, Colorado; Provo City, Utah; and the Municipality of Anchorage (reference provided in Section C), Kodiak Island Borough and Matanuska-Susitna Borough in Alaska. Cyrus has enjoyed a 100% success rate in assisting multiple clients with competitive EPA Brownfield Assessment and Cleanup Grants and has contributed to successful state brownfield grant applications in Washington, Alaska and Vermont. Cyrus will be supported by our dedicated team of grant specialists and technical support staff, including:

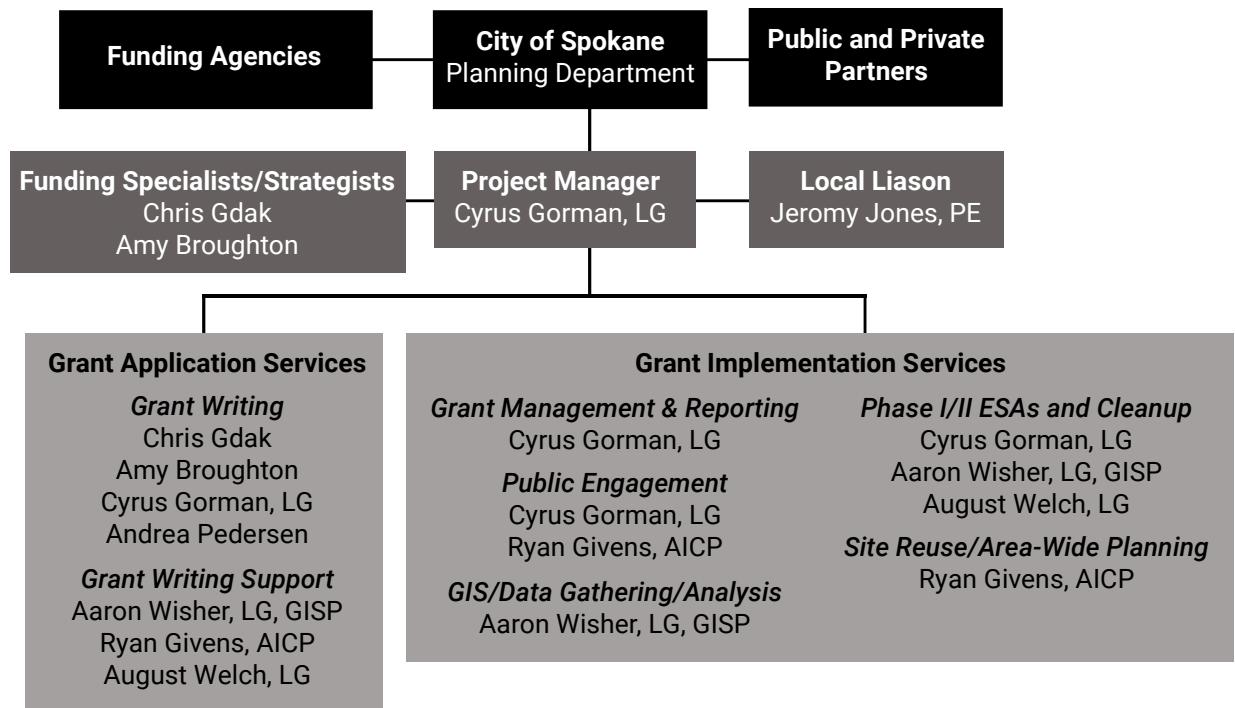
Chris Gdak will serve as primary brownfield grant specialist. Since 2012 Chris and his team of over 10 brownfield grant specialists have assisted 50+ communities throughout the US in securing and implementing more than \$30M of state/federal funding to support community revitalization programs, including Spokane, Vancouver, Kent, Everett, Bremerton and Grays Harbor County in Washington State.

Jeromy Jones, PE, will serve as local liaison and technical support. Jeromy is a Spokane-based professional engineer with a broad background of civil/environmental engineering expertise. He will assist Cyrus with local meeting support, data gathering, Phase I/II ESA fieldwork and cleanup planning activities.

Amy Broughton will serve as a chief funding strategist. Amy leads Stantec's western US Funding Services Program. She strategically coordinates our funding/technical experts and supports clients by developing strategies, applications, and post-award management plans for programs involving multiple sectors.

Ryan Givens, AICP, will serve as planning and public engagement lead. Ryan leads long-range planning and brownfield revitalization projects for municipalities, effectively infusing public input and guiding stakeholder engagement along the way. He translates community vision into strategic plans and evaluates potential funding, revenue, capital improvements and implementation strategies as part of his approach.

Additionally, Stantec's four Washington offices (Spokane, Lynnwood, Bellevue and Seattle) include nearly 300 scientists, professional engineers and geologists, grant specialists, GIS professionals, and redevelopment experts, who can provide timely and cost-effective support in a wide range of disciplines. Resumes for all key staff included in the following Organization Chart are provided in Attachment A.



2. Staff Qualifications/Experience

All key staff included in the Organization Chart and Resumes in Attachment A will be dedicated and available as needed to perform the tasks identified in the RFP. Under the supervision of key staff, additional entry-level, junior staff or technical experts may assist with certain tasks, including fieldwork, data gathering/analysis, technical editing and admin support, resulting in budget efficiencies. No other staff substitutions are anticipated, however, should a substitution become necessary, we will seek prior approval from the City. The anticipated level of effort by each key staff member is identified in the following table.

Key Staff Member	Role	Level of Participation
Cyrus Gorman, LG, MBA	Project Manager	25%
Chris Gdak	Brownfield Grant Specialist	10%
Jeromy Jones, PE	Local Liaison/Tech Support	10%
Amy Broughton	Funding Strategist	5%
Ryan Givens, AICP	Planning/Public Engagement	5%
Andrea Pedersen	Grant Writing/Compliance	10%
Aaron Wisher, LG, GISP	GIS, Fieldwork	15%
August Welch, LG	Phase I/II ESAs & Cleanup	15%

Subcontractors for Phase II ESA Field-Related Services

During project implementation, Stantec will employ subcontractors to support Phase II ESA fieldwork, including laboratory analytical, drilling, excavation, and other services required to complete Phase I/II ESA and cleanup/reuse activities. To the extent possible, we will utilize Spokane-based subcontractors to maximize local experience and minimize mobilization costs. Stantec also leverages relationships with national service providers on EPA Brownfield Grant projects to provide economy of scale discounts on certain commodity-like services such as laboratory analytical, historical and environmental data resources.

Contracting with Disadvantaged Business Enterprises

Stantec is an equal opportunity employer. We will comply with local, state, and federal laws regarding unlawful discrimination, EPA fair share objectives, and the six "good faith efforts" as defined under 40 CFR, Part 33, Subpart C. We frequently partner with minority and women-owned business enterprises (MBE/WBE) subcontractors for field-related and laboratory analytical services, including On-Site Environmental and NVL Laboratories, which are Washington-certified MBE's specializing in laboratory analytical services and regulated building material (RBM) surveys. Our relationships with MBE/WBE firms will ensure that our team meets or exceeds MBE/WBE goals for grant funded activities (once established).

B. Experience of the Firm

1. Experience of Firm

Established in 1954, the Stantec community unites approximately 22,000 employees working in more than 400 locations across six continents. Our work - environmental sciences, engineering, architecture, planning, surveying, project management and project economics - begins at the intersection of community, creativity, and client relationships.

We understand the complexities associated with brownfield redevelopment. We appreciate the financial, legal, and environmental challenges and leverage the expertise of a multidisciplinary team to help reshape them. Our team offers the full spectrum of interdisciplinary services required, including funding specialists, real estate strategists and environmental assessment/cleanup experts. Together we create a responsible fit between physical site conditions, public expectations, fiscal requirements, and environmental constraints.

EPA & State Brownfield Grant Application Experience

With nearly 30 brownfield grant specialists across the US, our National Brownfield Program builds comprehensive, long-term brownfield redevelopment programs for communities of all shapes and sizes – from Leadville Colorado (2,700 residents) to the City of Los Angeles California (the 2nd largest city in the US) - leveraging grants and other funding strategies necessary to advance priority sites and distressed areas beyond assessment/cleanup towards full-scale revitalization.

Over the past decade, Stantec has helped more than 70 communities across over 20 states and 9 EPA regions secure and/or implement over \$50M of EPA and State brownfield grants, including:

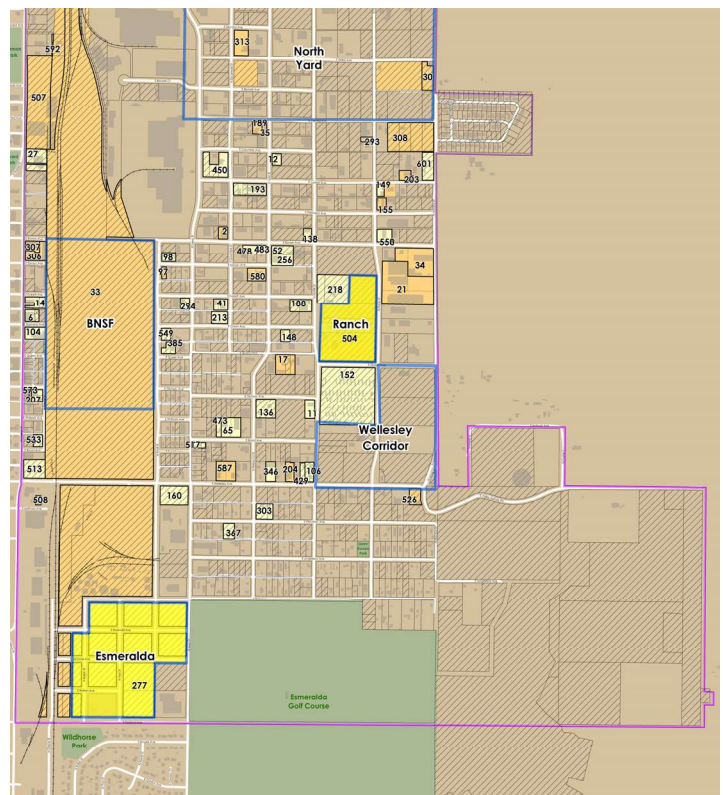
- All types of assessment, cleanup, planning, revolving loan fund (RLF) and multi-purpose grants.
- During the 2019 EPA Grant Competition we have assisted 14 communities in securing nearly \$7.7 million of EPA Brownfield Assessment (\$5.4 million), Cleanup (\$1.5 million), and Multi-Purpose Grants (\$787.5K), **~12% of all funding awarded nationally.**
- During the 2020 EPA Grant Competition we assisted with 31 communities in applying for \$16M of EPA Brownfield Assessment (\$12.5M), Cleanup (\$1.5M) and RLF (\$2M) funding (awards pending).
- With respect to Washington State brownfield grant programs, we've recently assisted the:
 - Port of Grays Harbor secure \$1.5M of Ecology MTCA Remedial Action Grant funding.
 - Bremerton Housing Authority secure \$160K of Ecology Affordable Housing Grant funding.
 - City of Hoquiam apply for up to \$500K of PLIA UST Loan and Grant funding.

We are intimately familiar with the specific regulatory and programmatic requirements and how to effectively complete all deliverables for brownfield grant projects. We leverage best practices throughout all phases of brownfields redevelopment and utilize proven strategies to help our clients maximize each dollar of funding. Below are some examples of how Stantec is helping our clients throughout the Northwest build sustainable brownfield redevelopment programs.

Example Brownfield Grant Projects

1. City of Spokane, WA EPA Brownfield Grant Application and Implementation Services | Spokane, WA

A. Fiscal Year (FY) 2015 - \$400,000 EPA Brownfield Community-Wide Assessment (CWA) Grant: This grant primarily focused on assessment and cleanup planning activities in The YARD, a distressed former railyard area in Northeast Spokane's Hillyard Neighborhood. In addition to providing grant application services, Stantec utilized funding to develop a comprehensive brownfield inventory that identified nearly 70 potential sites. Community engagement/prioritization activities identified five major catalyst brownfields and the need for infrastructure improvements to support area-wide revitalization plans. Phase I/II ESAs were completed on sites totaling more than 30 acres, and Analysis of Brownfield Cleanup Alternatives (ABCAs) were completed for four sites. Success stories to date include:



legend
Underutilized Property
Sites Listed in Environmental Databases
Other Characteristics with Potential for Use of Grant Funding
Catalyst Site
Assessment Underway
Site Groups
The YARD Boundary

DRAFT Figure 1
Property Characteristics
The YARD
Spokane, WA



Stantec secured funding to support revitalization of the YARD

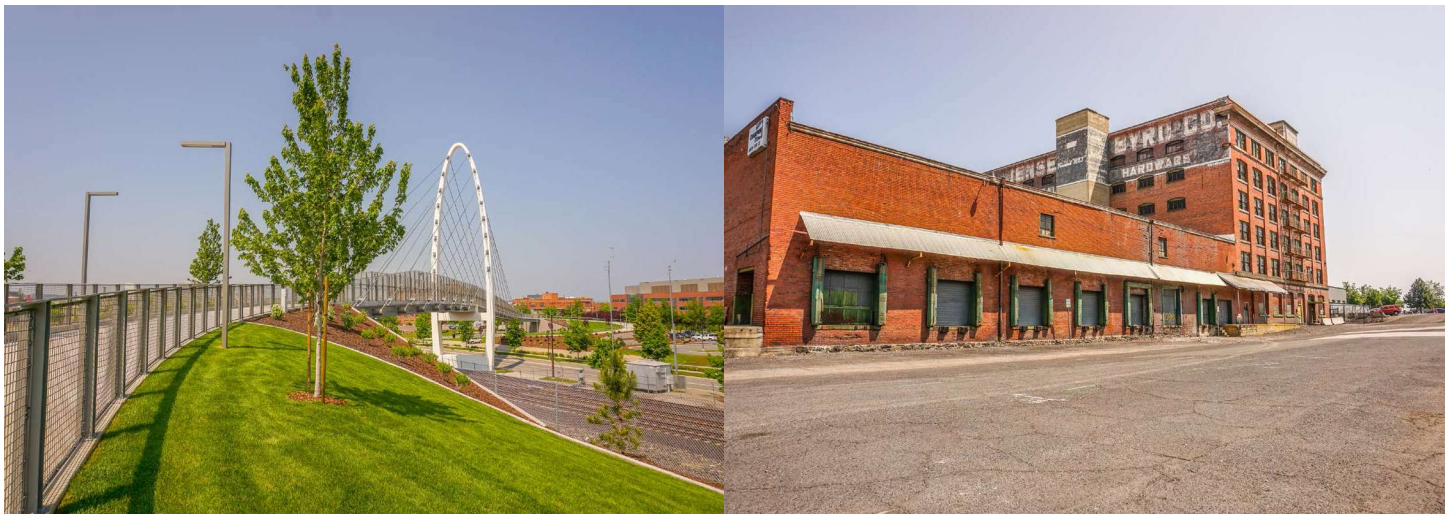
- A 25-acre catalyst site was subsequently sold to a developer after sitting idle for decades. Construction plans include 400,000 square feet of industrial space anticipated to create 1,000 jobs.
- The CWA Grant was also used to complete ABCAs on priority redevelopment areas within the 100-acre Riverfront Park, which were leveraged to secure \$600,000 of EPA Brownfield Cleanup funds.

B. FY2017 - 3 X \$200,000 EPA Brownfield Cleanup Grants: In 2017, Stantec assisted the City in securing Cleanup Grants for three areas of Riverfront Park undergoing revitalization activities. In addition to providing grant application services, Stantec assisted the City in utilizing funding to offset costs associated with managing impacted soils related to over 100 years of historic industrial activity. Stantec also designed the Riverfront Park Ice Ribbon, which won Engineering News Records (ENR's) Northwest Award for Best Sports Facility 2018.



Stantec designed Riverfront Park's Ice Ribbon and secured funding to address impacted soils as part of revitalization activities.

C. FY2019 - \$600,000 EPA Brownfield Assessment Coalition Grant: In 2019, Stantec assisted the City-led University District Coalition in successfully applying for funding to inventory, assess and plan the cleanup/reuse of catalyst brownfields throughout the district. Grant funds will be used to support campus expansion plans, provide housing solutions, and help create a 24-7 campus environment and innovation hub. To date, nine catalyst brownfield sites have been prioritized for Phase I/II ESAs and Regulated Building Materials (RBM) Surveys. One of the primary catalyst sites is slated for a \$60M joint Gonzaga University and University of Washington medical school. Construction of the 80,000 square-foot facility is slated for September. Grant funds will be used to complete a Phase I/II ESA and RBM Survey.



Stantec secured funding to support campus, housing, and innovation hub projects throughout the University District.

Reference for Spokane Grants: Teri Stripes, Planner/Brownfield Project Manager, City of Spokane.

2. Grays Harbor Council of Governments (GHCOG), Washington, EPA and State Brownfield Grant Application and Implementation Services:

Stantec assisted GHCOG with forming a Coalition with the cities of Aberdeen, Hoquiam and Cosmopolis to secure \$600,000 of CWA Grant funding in 2017. Implementation accomplishments included completion of 12 Phase I ESAs, 7 Phase II ESAs, 4 supplemental Phase II ESAs, 2 RBM Surveys and the Downtown Cosmopolis Area-Wide Planning Study. Success stories to date have included leveraging \$19.7M of funding and facilitating six property transactions in support of the daylighting of Fry Creek and North Shore Levee projects. Following

completion of the FY2017 CWA Grant, Stantec assisted GHCOG in adding the cities of Westport and Elma to the Coalition and applying for \$600,000 of supplemental Assessment Coalition Grant funding as part of the FY2020 Grant Competition (award pending). Stantec also assisted the Coalition partners and community stakeholders with pursuing/applying for supplemental assessment/cleanup funding from Ecology, Pollution Liability Insurance Agency (PLIA) and historic insurance policy claims.



The Cusi AWP Explores Options to Improve 1st Street & Access to the Chehalis River.

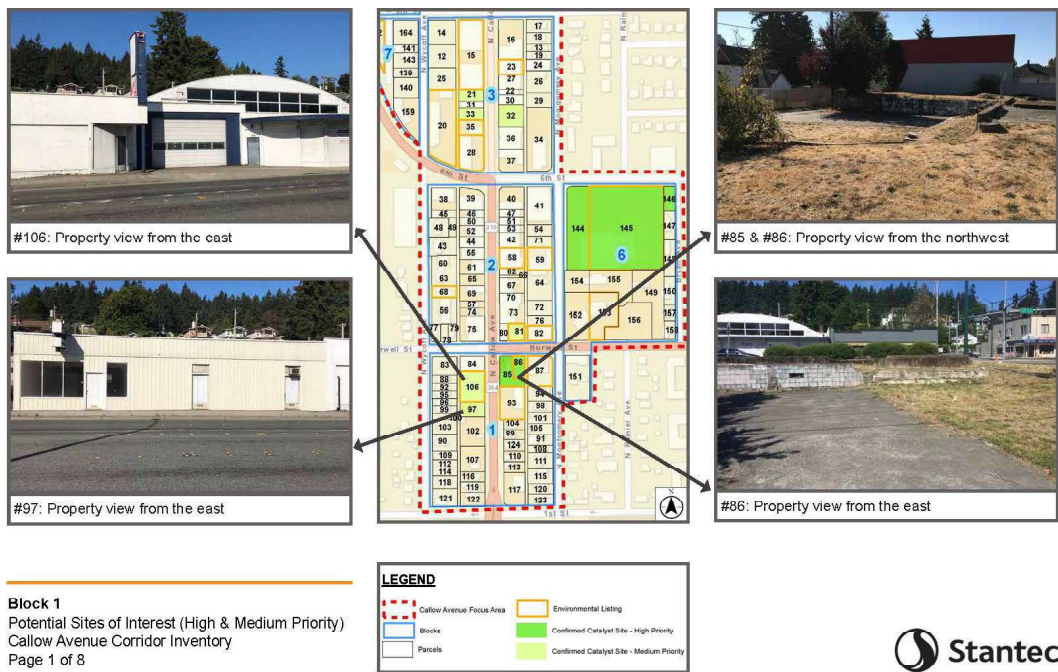
Contract Reference #: PSA “Contract for Services with Stantec”.

Period of Performance: October 2016-Present.

Reference: Provided in Section C.

3. City of Bremerton, Washington, EPA and State Brownfield Grant Application and Implementation Services:

Stantec assisted the City of Bremerton with securing \$300,000 of CWA Grant funding in 2017 and is currently completing grant implementation activities. To date, Stantec prepared the EPA-approved Cooperative Agreement (CA) Work Plan and Master Quality Assurance Project Plan (QAPP); developed project webpage content, fact sheets, and related outreach materials; facilitated seven community outreach and Brownfield Advisory Committee (BAC) meetings; secured eligibility approval for six sites; completed a comprehensive inventory and area-wide Brownfield Revitalization Study for the Charleston District Center; and completed Phase I ESAs for three sites, Phase II ESAs for four sites, and an RBM Survey and Abatement/Demolition Bid Specifications for one site. Stantec also assisted the Bremerton Housing Authority (BHA) with securing \$160K of Ecology Affordable Housing Grant funding to complete Phase I/II ESA and Cleanup/Reuse Planning activities at the former VIP Landfill site. Finally, Stantec is currently assisting private property owners with exploring historic insurance policy claims to fund cleanup of priority sites assessed using brownfield grant funding.



Windshield Surveys Helped Identify Catalyst Brownfields Along Callow Avenue.

Contract Reference #: PSA "Stantec/USEPA Brownfield Grant Application & Implementation FY2017.

Period of Performance: October 2016-Present.

Reference: Provided in Section C.

4. Municipality of Anchorage (MOA), Alaska, EPA Brownfield Grant Application and Implementation Services:

Stantec assisted MOA with securing \$300,000 of CWA Grant funding in 2017. Stantec managed all phases of grant implementation activities and completed the project 1.5 years ahead of the three-year schedule. Implementation activities included preparing an EPA-approved CA Work Plan; preparing a Master QAPP; developing content for a project-specific webpage; developing fact sheets and related materials; facilitating community outreach meetings; developing two site inventories comprised of 3,290 parcels; conducting four Phase I ESAs, four Phase II ESAs and two RBM Surveys. Following completion of the FY2017 CWA Grant, Stantec assisted MOA with forming a Coalition with the Anchorage Community Development Association (ACDA) and Native Village of Eklutna, Inc. to secure \$600,000 of additional CWA Grant funds during the FY2019 EPA Grant competition. Stantec is currently assisting with all phases of implementation for the FY2019 CWA Grant. Stantec also assisted MOA with preparing two successful TBA applications.



Stantec's Assisted MOA with Securing Nearly \$1M of EPA Brownfield funding since 2017.

Contract Reference #: 4400000720.

Period of Performance: November 2016-Present.

Reference: Provided in Section C.

2. Firm's Experience Assisting Municipalities in Maintaining Grant Compliance and Reporting

We provide all of our municipal brownfield grant clients, including the City of Spokane, with comprehensive post-award management services, including Cooperative Agreement Work Plan development, grant management, compliance, and all types of periodic reporting (e.g. Quarterly Progress Reports, Annual FFR and DBE Reports, maintaining EPA's ACRES database, and Final Performance/Close-Out Reporting).

We understand the project life cycles, required documentation, and the necessary steps to verify that funding compliance is integrated into delivery and project management. After the City and its partners receive notification of award, we can support an expedited process to establish work plans and execute the Cooperative Agreements. During this process, our team prepares an outline of grant requirements and helps establish appropriate processes. We review these requirements in the context of other project or reporting activities to capitalize on existing systems or practices that can support compliance. We understand that staying on schedule and within the funding parameters requires active monitoring by PM's and we can assist the City and its partners with tracking and progress reporting.

We have successfully assisted the City with maintaining compliance with the terms and conditions of all five prior/ongoing EPA Brownfield Grant projects, and the assigned Project Officers have been very complimentary of the quality and accuracy of our reports.

Stantec is not aware of any of our municipal brownfield grant clients receiving adverse audit findings for any of the grants that we have assisted with securing and/or implementing.

3. Other Relevant Experience

Why Stantec?

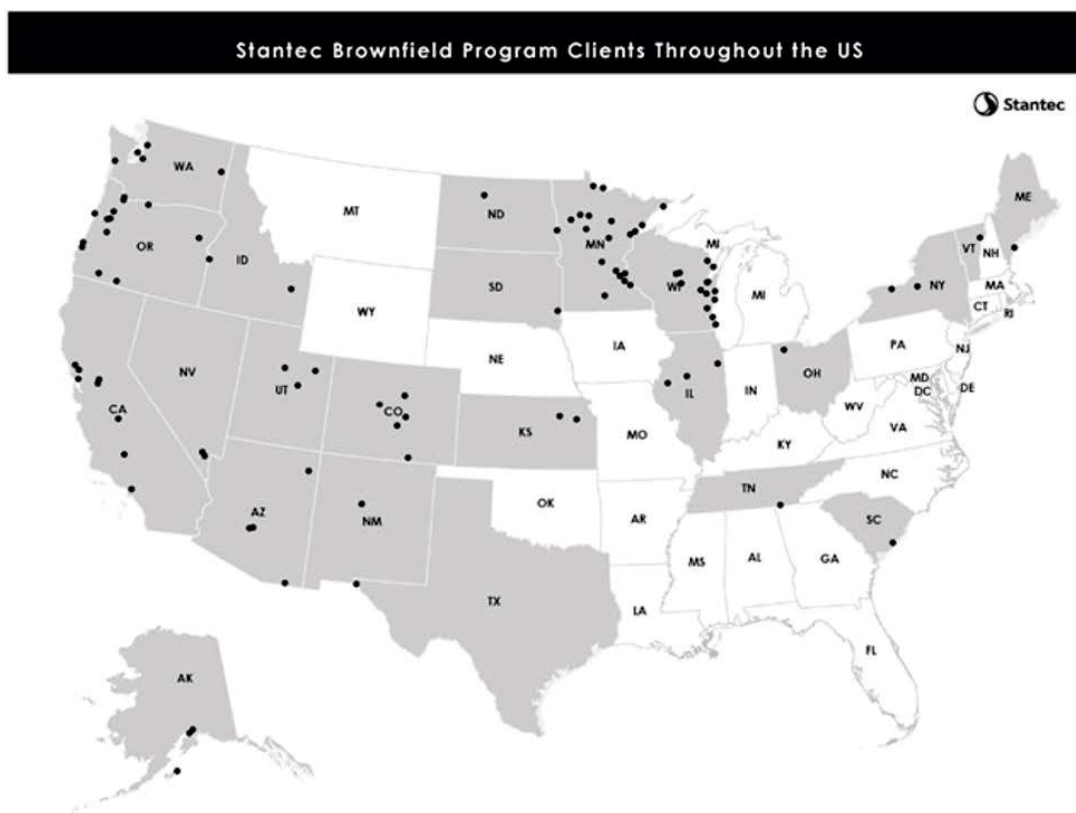
We actively track impactful funding programs of all types and leverage our substantial resources to efficiently identify relevant funding sources. We understand the challenge of finding the right funding for projects. In our markets there are over 10,000 funding sources and new guidelines, notices of funding, and appropriations are announced daily. For example, we have a team of strategists **actively tracking proposed infrastructure/COVID-19 related stimulus bills and the funding opportunities they represent for our clients.**

We can work with laser-like focus on a single grant application or collaborate across disciplines and partners to develop integrated strategies and leverage multiple funding sources to achieve your goals. We have identified, secured, and managed funding for projects ranging from over \$1B to less than \$10,000. We share tools, standard approaches, and resources. The combination of our diverse backgrounds and experience has made us who we are today – a trusted source of funding services to public and private entities across the country. In addition to our prowess with brownfield grants, examples of other successes include:

- \$1.5B+ in Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Authority (WIFIA) funding for critical infrastructure.
- \$250M+ in grant funding from the Dept. of Housing and Urban Development (HUD) National Disaster Resiliency Competition (NDRC).
- Assisting Washington communities with securing over \$60M in funding, including:
 - **State:** Public Works Board Trust Fund (PWTF) Loans; Ecology Water Quality Combined (WQC) Grants; and Transportation Improvement Board (TIB) Grants.
 - **Federal:** Federal Emergency Management Agency (FEMA) Grant Programs; US Dept. of Agriculture (USDA) Rural Development Grants and Loans; and HUD Community Development Block Grants (CDBG).
 - For example, our Spokane Office assisted the rural community of Lind, WA secure funding for a new wastewater treatment facility to replace a 1950s facility that was unable to meet new water quality limits. The final funding package included \$2.3M in Ecology grants, a \$300K Ecology loan and a \$300,000 loan from the PWTF.

4. List of Similar Contracts During the Last 5 Years

When it comes to securing and implementing EPA Brownfield Grants, we are the experts. Over the past decade Stantec has assisted nearly 70 communities across more than 20 states and 9 EPA Regions secure and/or implement **over \$50 million in EPA and State Brownfield Grants.**



The table on the following page includes a list of our municipal brownfield grant clients during the past five years (2015-2019) in the western US (Regions 8, 9 and 10). Contract information for three Region 10 projects are provided in Section B.1. References are provided in Section C.

Table 1: EPA Brownfield Grant Project Experience in EPA Regions 8, 9, & 10 (2015-2019)

EPA Region	Grant Recipient	Award Year	Grant Type	Amount
8	Colorado Springs, CO	2019	CWA Coalition	\$600,000
8	Fremont County, CO	2018	CWA Coalition	\$600,000
8	Carbon County, UT	2018	CWA Coalition	\$600,000
8	Provo, UT	2016	CWA	\$400,000
8	Uintah Basin Association of Governments (Duchesne County, UT)	2016	CWA Coalition	\$550,000
8	Fargo, ND	2016	CWA	\$400,000
8	Denver, CO	2015	CWA**	\$400,000
8	Sioux Falls, SD	2015	CWA	\$400,000
8	Trinidad, CO	2015	CWA Coalition	\$500,000
9	Northern Arizona Council of Governments (NACOG), AZ	2019	CWA Coalition**	\$600,000
9	National Development Council, CA	2019	CWA Coalition**	\$600,000
9	Los Angeles, CA	2019, 2017	Cleanup & CWA**	\$800,000
9	Cochise County, AZ	2019	CWA Coalition	\$600,000
9	Fresno, CA	2019	CWA Coalition	\$600,000
9	Stockton, CA	2018	CWA Coalition	\$600,000
9	Bakersfield, CA	2017	CWA	\$300,000
9	Richmond, CA	2016	CWA**	\$400,000
9	Sonoma County, CA	2016	CWA**	\$392,000
9	Henderson, NV	2016	CWA Coalition**	\$550,000
9	Phoenix, AZ	2015	CWA**	\$400,000
9	Clark County, NV	2015	CWA Coalition**	\$500,000
9	Lodi, CA	2015	CWA	\$400,000
10	Beaverton, OR	2019	CWA**	\$300,000
10	Spokane, WA	2019, 2017, 2014	CWA Coalition, Cleanup x3, & CWA	\$1,600,000
10	Anchorage, AK	2019, 2017	CWA Coalition & CWA	\$900,000
10	Eugene, OR	2017, 2012**	CWA Coalition	\$1,180,200
10	Prosper Portland, OR	2019	Cleanup	\$500,000
10	Idaho Falls, ID	2018	CWA Coalition	\$600,000
10	Corvallis, OR	2018	CWA Coalition	\$600,000
10	Kodiak Island Borough, AK	2017	CWA Coalition	\$600,000
10	Bremerton, WA	2017	CWA	\$300,000
10	Grays Harbor Council of Governments (Grays Harbor County, WA)	2017	CWA Coalition	\$600,000
10	Ontario, OR	2017	CWA Coalition	\$600,000
10	Oregon Cascades West Council of Governments (Lincoln County, OR)	2017	CWA Coalition	\$600,000
10	Rogue Valley Council of Governments (Medford, OR)	2017	CWA Coalition	\$600,000
10	Matanuska-Susitna Borough, AK	2016	CWA Coalition	\$550,000
10	Oregon Metro (Portland, OR)	2016	CWA Coalition	\$600,000
10	Salem, OR	2015	CWA	\$200,000
10	Klamath Falls, OR	2015	CWA Coalition	\$500,000
10	Coos Bay, OR	2015	CWA	\$400,000
TOTAL				\$22,422,200

*Stantec assisted with grant application only and did not assist with implementation
 **Stantec assisted with grant implementation only and did not assist with grant application
Stantec assisted with securing and implementing grants for all other projects.

C. References

1. Grays Harbor Council of Governments (GHCOC)

Project: FY2017 and FY2020 EPA Brownfield Assessment Coalition Grants – Grant Application and Implementation Services
Project Details: Provided in Section B.1

Primary Contact:

Vicki Cummings, Executive Director
Grays Harbor Council of Governments
115 S. Wooding Street, Aberdeen, WA 98520
Phone: 360.537.4386
Email: vcummings@ghcog.org

2. City of Bremerton, WA

Project: FY2017 EPA Brownfield CWA Grant – Grant Application and Implementation Services
Project Details: Provided in Section B.1

Primary Contact:

Andrea L. Spencer, AHP, Director of Community Development
City of Bremerton
Office Location: 345 6th Street, Suite 600, Bremerton, WA 98337
Mailing Address: 345 6th Street, Suite 100, Bremerton, WA 98337
Phone: 360.473.5283
Email: andrea.spencer@ci.bremerton.wa.us

3. Municipality of Anchorage (MOA)

Project: FY2017 EPA Brownfield CWA and FY2019 EPA Brownfield Assessment Coalition Grant – Grant Application and Implementation Services
Project Details: Provided in Section B.1

Primary Contact:

Nicole Jones-Vogel, AICP, Parks Manager
Gig Harbor
3510 Grandview Street, Gig Harbor, WA 98335
Phone: 253.853.8253
Email: jones-vogeln@cityofgigharbor.net

D. Related Information

Stantec performs work on thousands of discrete projects annually. All but a very few of these projects are completed successfully. Occasionally, issues arise on a project that prevents Stantec from completing an assignment. Such issues include failure of the client to secure or maintain financing; failure of the client to pay consultant invoices; and disagreements over scope of work. Stantec takes great pride in and places a high value on its long-term ongoing relationships with its clients. This is evident by the fact that the majority of our clients are repeat customers. Where issues arise on a project, Stantec makes every commercially reasonable effort to resolve matters in dispute amicably in the mutual interests of the client and Stantec. This serves both Stantec and our clients well.

Stantec key staff members assigned to this project have had no projects terminated for default within the last five years.



Cost Proposal

Cost Proposal

Grant Application Services

To demonstrate our continued commitment to supporting the City and it's public/private partners strengthen their collective brownfield revitalization programs, **we will continue to offer our grant application services at significantly discounted rates. For example, our estimated fees for anticipated grant application services include:**

Funding Agency	Grant Type(s)	Est. Grant Amount	Est. Lump Sum Fee*
US EPA	Site-specific or CWA Assessment	\$200-\$600K	\$ -
	Targeted Brownfield Assessment (TBA)	\$20-\$100K	\$500
	Cleanup	\$300-\$500K	\$7,500
	Revolving Loan Fund (RLF)	\$1M	\$10,000
	Multi-Purpose	\$800K	\$5,000
	Env. Workforce Dev. and Job Training	\$200K	\$3,750
WA State Dept. of Ecology	Integrated Planning Grant (IPG); Remedial Action Grant (RAG); etc.	\$50K to \$2M	\$1,000
WA State Dept. of Commerce	Brownfield Revolving Loan Fund (BRLF)	\$100-\$400K	\$1,000
Other*	TBD	TBD	TBD
<i>*To be negotiated on a case-by-case basis. TBD - To be determined</i>			

In the event that one or more of the applications are not funded during the initial competition, we will participate in agency debriefing(s) to identify areas of improvement. Then, if mutually acceptable to all parties, we will revise and resubmit the application(s) during a subsequent funding competition. **We will not assess any additional fees for time, effort, and expense associated with revision and re-submittal of grant applications.**

Grant Implementation Services

Implementation of successful grants will be performed in accordance with the rates provided in the following table.

Table 2: Rate Schedule for Grant Implementation			
Billing Title	Key Personnel	Hourly Rate	Anticipated Project Tasks
GIS Technician/Field Technician I	--	\$122	Site Inventory, GIS, Fieldwork
GIS Technician/Field Technician II	Dana Hutchins	\$127	Site Inventory, GIS, Fieldwork
Junior Planner Engineer/Geologist/Scientist I	Jackie Brenner	\$137	Phase I/II ESAs, Fieldwork, Reporting
Project Planner/Engineer/Geologist/Scientist	--	\$143	Phase I/II ESAs, Fieldwork, Reporting
Project Engineer/Geologist/Scientist II	Andrea Pedersen Aaron Wisher Jeromy Jones August Welch	\$154	Project Management Support, Community Outreach, Site Inventory & Eligibility, Phase I/II ESAs, AWP, Reporting
Professional Engineer/Geologist/Scientist I	Cyrus Gorman	\$158	Phase I/II ESAs, Reporting, Site Inventory & Eligibility, QA/QC, Site Cleanup/Reuse Planning
Senior Engineer/Geologist/Scientist/Planner I	Joseph Hammer	\$167	Phase I/II ESAs, Reporting, Technical Review, QA/QC, AWP, Site Cleanup/Reuse Planning
Senior Engineer/Geologist/Scientist/Planner II	Ryan Givens David Holmes	\$173	Project Management, AWP, Community Outreach, QA/QC, Technical Review
Principal Engineer/Geologist/Scientist I	--	\$191	Senior Technical Advisor, QA/QC, Site Cleanup/Reuse Planning
Principal Engineer/Geologist/Scientist II	Chris Gdak Amy Broughton	\$219	Project Management, Senior Technical Advisor, QA/QC, Site Cleanup/Reuse Planning
<i>Stantec billing rates are provided for 2020. Rates are subject to annual increase thereafter. Stantec will provide cost estimates for other fees/expenses including equipment rental and other reimbursable expenses as needed during the course of the project. All subconsultant/subcontractor fees, equipment, and reimbursable expenses will be charged at cost 5% markup.</i>			



Attachment A

Resumes



Cyrus Gorman

LG, MBA

Project Manager

Firm:
Stantec

Office Location:
Lynnwood, Washington

Years of Experience:
16

Education:
BS, Geology, The College of
Sciences, Washington State
University, Pullman, Washington
MBA, Michael G. Foster School of
Business, University of
Washington, Seattle, Washington

Registration:
Licensed Geologist, Washington
#2859

Cyrus is a professional geologist with over 16 years of experience in the environmental consulting industry. He has broad experience as a project manager, geologist, and environmental consultant. Cyrus specializes in brownfield redevelopment projects involving grant funding applications, grant management and reporting, environmental site assessments, environmental remediation, community outreach/public involvement and reuse/redevelopment planning activities. Cyrus has successfully led cross-functional teams of engineers, GIS staff, geologist and multiple subcontractors and worked in collaboration with other consultant teams and multiple stakeholders to deliver within scope, schedule, and budget expectations.

Relevant Experience

EPA Brownfield Assessment Grant Implementation Services | Spokane, WA

Between 2016 and the present day, Cyrus has served as the Project Manager for the implementation of an Fiscal Year 2014 (FY2014) and FY2019 EPA Brownfields Assessment Grant. As the Project Manager, Cyrus was responsible for all forms of project management including inventory and prioritization, Phase I and II ESAs, remedial alternative plans and ACREs database reporting, budget-tracking, monthly invoicing, preparation of quarterly reports, and coordination/cooperation with EPA and State Brownfields Program staff to meet project milestones/deadlines in a timely manner. He was also responsible for managing the development of all technical deliverables including eligibility determinations, Phase I ESAs and Phase II ESA reports, sampling and analysis plans, ABCA and QAPPs.

EPA Brownfield Cleanup Grant Application and Implementation Services | Spokane WA. Client: City of Spokane, WA

Cyrus assisted with the preparation of three successful FY 2017 Brownfield Cleanup Grants for Riverfront Park in Spokane, Washington to support revitalization of three sites within the approximately 100-acre Riverfront Park: Havermale Island (Site A), sin-hoo-men-hun (formerly Canada Island; Site B), and (c) the North Bank (Site C). Cyrus managed all aspects of the project including coordinating oversight of remedial actions with the subconsultant, quarterly reporting, coordinating meetings with the City and City of Spokane – Parks and Recreation Department, and EPA. He was also responsible for developing close out reports to highlight the use of EPA funds to successfully assist with the remediation and cleanup of River Front Park.

EPA Brownfield Community-Wide Assessment Grant Implementation Services

Cyrus has managed the implementation of EPA Brownfield Assessment Grants for the Kodiak Island Borough Coalition, Matanuska-Susitna Borough and two grants for the Municipality of Anchorage in Alaska in addition to Provo City, Utah. He served as the technical project manager for the Cities of Kent and Everett, in Washington. His responsibilities included preparing Phase I ESA and Phase II ESA reports and ABCA's; providing senior technical review of Phase I ESA reports; developing SAPs and managing field programs; supporting site inventory/prioritization activities; facilitating Brownfield Advisory Committee meetings; and preparing quarterly and annual compliance reports for submittal to EPA.

Environmental Due Diligence and Biological Assessment

Cyrus managed the completion of two Phase II ESAs, and a Phase I ESA to assist the Everett Housing Authority with redevelopment of a 14.78-acre parcel containing public housing building in the early 1940's. Cyrus also collaborated with Stantec biologists and permitting experts to develop a biological assessment of the proposed development. All project documents were developed to meet the United States of Department of Housing and Urban development criteria.

Site Assessment and Due Diligence Assessment Royal Dutch Shell*

Cyrus planned, managed, and mobilized junior staff and subcontractors to support a potential acquisition of a multi-parcel 200-acre site which included heavy industrial uses. He developed a list of data gaps and recommendations for additional investigation at the site. Because of historical operations at the site, Cyrus identified the potential presence of dioxin furans as a data gap in previous investigations, saving the client over \$10M dollars in remedial actions to make the site suitable for redevelopment.

Oregon and Washington Site Assessment and Remediation*

Cyrus served as the site manager for four Air National Guard sites located in Washington and Oregon. He developed work plans to meet objectives of the site investigation, managed field personnel, and completed the scope of work. He completed site investigations evaluating impacts from historical operations. Cyrus developed a program confirming arsenic was naturally-occurring and demonstrated that the impacted groundwater was not a threat to human health or environment addressing ecology concerns. Cyrus obtained No Further Action determination from Ecology based on results of each project.

Naval Air Station Whidbey Island Third Party Oversight, Whidbey Island WA*

Cyrus provided third-party oversight during demolition and renovation of two aircraft hangars. Services included clearance sampling following asbestos abatement, worker exposure assessments for lead and chromium, and AHERA surveys for suspect materials and buildings to be demolished. Additional services included technical oversight during the removal of soils contaminated with aviation fuel during the installation of a new fire suppression system in the hangar floor. Cyrus was responsible for report writing and data interpretation.

Tesoro, Site Investigation & Remediation, Boise ID*

Cyrus worked with key stakeholders developing a work plan and field investigation program to comply with a Consent Decree issued by the Idaho Department of Environmental Quality (IDEQ). He managed multiple field investigations and the development of project submittals to meet project objectives.

United Airlines, Occupational Health Air Monitoring and Site Assessments*

Cyrus support various projects for United Airlines at both the Seattle-International Airport and Portland International Airport. These projects included personal air monitoring to evaluate potential hexavalent chromium exposure from various welding and maintenance activities. He also support the drinking water program to sample aircraft for the presence of fecal coliform. In addition, he supported a Limited Phase II ESA to evaluate potential impacts to the subsurface from a hydraulic oil release and a Phase I ESA to support to closure of a lease at the United Airlines Cargo Building.



Chris Gdak

Grant Writing

Firm:
Stantec

Office Location:
Bellevue, Washington

Years of Experience:
19

Education:
BS, Civil/Environmental
Engineering, University of Western
Ontario, London, Ontario (Canada)

Chris is a leader of Stantec's National Brownfield Grant Program with 19 years of consulting experience specializing in all facets of brownfield redevelopment projects, from preparing successful grant applications to helping clients effectively utilize funding. Based in our Bellevue WA Office, he has assisted with more than 50 EPA Brownfield Grant Projects in more than 20 states. His experience includes assisting the following Washington clients with securing and/or implementing grants: Kent, Everett, Vancouver, Spokane, Bremerton, Grays Harbor Council of Governments and the Port Gamble S'Klallam Tribe.

Relevant Experience

Brownfields Grant Management and Implementation, 50+ Communities, Nationwide.

Chris leads EPA brownfields grant implementation projects, including QA/QC oversight, grant management and reporting, community outreach/public involvement, site inventory/ prioritization, site eligibility determinations, Phase I/ II ESAs, site-specific cleanup/reuse planning, and area-wide planning activities. As a leader of our national brownfield funding and implementation program, Chris is also providing QA/QC oversight for implementation of EPA Brownfield CWA Grants for dozens of communities throughout 8 EPA Regions. The EPA has complimented Stantec on the quality of our reports for various clients.

Brownfields Grant Funding Acquisition, Various Communities.

Chris has secured EPA brownfields grants on behalf of dozens of urban and rural communities, including various Assessment, Area-wide Plan (AWP), and Cleanup grants. Chris' team has helped prepare more than 50 successful applications totaling \$30 million.

EPA Targeted Brownfields Assessment (TBA) Funding Applications, Various Communities.

Since 2013, Chris has assisted multiple clients with preparing TBA funding applications ranging from \$25,000-\$200,000. TBAs can fill critical funding gaps for grantee-owned sites deemed ineligible for use of competitive grant funding or when not enough other funding sources are available.

State Brownfield Grant Funding, Various Communities.

Chris and his team have assisted our clients with applications to multiple state brownfield grant and loan programs. Recent examples include: (1). Assisted the Port of Grays Harbor in securing \$1.5M of Washington State Dept. of Ecology (Ecology) Remedial Action Grant (RAG) funding; (2.) Assisted the Bremerton Housing Authority with securing \$160K of Ecology Affordable Housing Grant funding; and (3.) Assisted the City of Hoquiam with applying for UST cleanup funds from the Washington Pollution Liability Insurance Agency (PLIA) loan and grant program.

Aaron Wisher

LG, GISP

Inventory and Phase I/II ESA Support

Firm:
Stantec

Office Location:
Lynnwood, Washington

Years of Experience:
21

Education:
Master of Science, Geology,
Central Washington University,
Ellensburg, Washington

Bachelor of Science, Geology,
University of Puget Sound,
Tacoma, Washington

Registration:
Licensed Geologist, Washington
#2666
GIS Certification Institute #90729

Certifications:
Operations and Emergency
Response (HAZWOPER) Training
8-hr/Supervisor

Membership:
Geological Society of America

Association of Environmental &
Engineering Geologists

Aaron is a geologist with over 20 years of experience in field investigation, analysis, reporting, and the preparation of geologic maps and reports. He supports projects for state and local governmental entities, private clients, and large corporations with petroleum, dioxin, metals, nuclear, and PCB contamination. Aaron is a subject matter expert in GIS analysis and production, and works independently on projects in marine environments, urban areas, and remote locations. He has conducted site assessments for critical area investigations, reviewed geologic and geotechnical reports, conducted field investigations using various drilling and exploratory techniques.

Relevant Experience

EPA Brownfield Cleanup Grant Application and Implementation Services | Washington

Aaron assisted with the development of inventories and associated figures for clients in Spokane, Grays Harbor County, Everett and Bremerton Washington. Stantec helped these Cities prepare successful EPA Brownfield Cleanup Grant applications. Funding is being used to conduct cleanup activities at sites within the Cities. His responsibilities included preparing Phase I ESA and Phase II ESA reports, area-wide planning and ABCA's; conducting field investigations; supporting site inventory/prioritization activities and assisting in the preparation of quarterly and annual compliance reports for submittal to EPA.

EPA Brownfield Community-Wide Assessment (CWA) Grant Implementation Services | Alaska, California, Colorado, Utah, Vermont and New York

Aaron assisted with the development of inventories and associated figures for clients in Alaska, California, Colorado, Utah, Vermont and New York. Stantec helped these Cities prepare successful EPA Brownfield Cleanup Grant applications. Funding is being used to conduct cleanup activities at sites within the Cities. His responsibilities included preparing Phase I ESA and Phase II ESA reports, area-wide planning reports and ABCA's; conducting field investigations; supporting site inventory/prioritization activities and assisting in the preparation of quarterly and annual compliance reports for submittal to EPA.

Petroleum Impacted Site Investigation and Remediation, Western United States*

Aaron acted as field manager and project coordinator for several retail and bulk fuel facilities in the Western United States. He planned and conducted remedial investigations/feasibility studies and remediation of soil and groundwater contamination at petroleum-impacted sites.

Everett Smelter-Uplands Residential Arsenic Cleanup*

As field/task manager Aaron scoped, priced, planned, and conducted site mapping, utility locating, and geoprobe soil sampling of more than a hundred residential and commercial properties to determine the extent and depth of smelter related metals contamination. He also conducted construction oversight related to this remediation project. He conducted XRF analysis, collected GPS data, compiled reports and supervised and trained staff.

**denotes projects completed with other firms*



Ryan Givens

AICP

Community Outreach

Firm:
Stantec

Office Location:
Bellevue, Washington

Years of Experience:
21

Education:
Bachelor of Science, Urban and
Regional Planning, Florida Atlantic
University, Boca Raton, Florida

Associates of Arts and Science,
Public Administration and English,
Clark College, Vancouver,
Washington

Certifications:
American Institute of Certified
Planners

As a community planning expert with 20 years of experience, Ryan leads long-range community planning, urban design, and revitalization projects for cities, counties, and Tribal governments. Ryan is skilled at writing community plans, identifying capital improvement projects, and writing public policy documents, which promote infill and redevelopment in an urban context, which are key to community growth and investment. He develops implementation strategies, and identifies potential funding, revenue, and grant sources as part of his planning approach.

Relevant Experience

Cosmopolis Area-Wide Plan, Cosmopolis, WA.

Senior Planner // Ryan led an area-wide planning process to create a redevelopment strategy for Cosmopolis' downtown and waterfront districts. The Grays Harbor Council of Governments wanted to define a reuse plan for several abandoned brownfield sites and bring investment back to the region. Ryan co-managed the public engagement plan that included stakeholders, the public, and agency partners and authored the planning report and implementation strategy that included funding options for the various planning elements. Ryan provided code updates and other regulatory recommendations.

Rediscover Charleston Area-Wide Planning Study, Bremerton, WA.

Senior Planner // Ryan managed a planning team to create a redevelopment strategy for the Charleston District (including the commercial enclave along Callow Avenue). With several brownfield sites and building vacancies, the City wanted to create opportunities and develop a strategy to revitalize the existing mixed-use district and fill vacant storefronts. Ryan led the existing conditions analysis and coordinated the market analysis. He co-facilitated the public engagement plans to articulate the area vision and implementation plan. Ryan also wrote the planning document, including an implementation matrix with specific action items. The final planning document included a list of public financing strategies to fund capital improvement projects and provide incentives to private investors.

Wasilla Depot Brownfields Area-Wide Plan, Wasilla, AK.

Senior Planner // Ryan co-authored the area-wide planning document for Wasilla's central redevelopment area. The City of Wasilla and the Matanuska-Susitna Brownfield Coalition wanted to create a reuse strategy for two major brownfield sites and an implementation plan for a new multimodal transportation hub along with a community desired transit-oriented development plan. Ryan compiled the existing conditions analysis, market assessment findings, public engagement feedback, and conceptual plans to create the final planning document. Ryan and his planning team identified zoning amendments and capital improvements to support redevelopment and streamline land use permitting, as well as potential state and federal funding sources the City could pursue.



Andrea Pedersen

Grant Management & Reporting Support, Grant Application Support

Firm:
Stantec

Office Location:
Lynnwood, Washington

Years of Experience:
13

Education:
BA, Business Management and Operations, Washington State University, Pullman, Washington

Andrea is a Project Manager and EPA Brownfield Grant Program Coordinator for Stantec's Brownfield Grants Team. She provides comprehensive support for all phases of brownfield grant projects, including both grant application and implementation services. Since 2014 Andrea has led or assisted with over a dozen successful EPA Brownfield Community-Wide Assessment (CWA) Grant and Cleanup Grant applications throughout the US, including projects in AK, WA, CA, UT, CO, VT and NY.

Andrea assists Project Managers and technical staff with a wide variety of grant implementation services, including project management, grant management and reporting, and community engagement activities. She is presently supporting implementation of over 20 EPA Brownfield CWA and Cleanup Grant Projects. She assists with the preparation of Cooperative Agreement (CA) Work Plans, Quality Assurance Project Plans (QAPPs), site eligibility requests, and Progress Reports. She also coordinates community engagement activities including development of promotional materials such as press releases, articles, social media, webpage development, fact sheets, success stories, brochures, flyers, presentations and stakeholder engagement exercises for workshops, conferences, public outreach meetings, Brownfield Advisory Committee (BAC) Meetings, and other stakeholder groups.

Relevant Experience

EPA Brownfield CWA Grant Applications, AK, WA, CA, UT, CO, NY & VT

Client: Various Communities

Andrea has helped secure EPA Brownfield CWA and Cleanup Grants on behalf of over a dozen urban and rural communities since 2014. She has managed or assisted with preparation of CWA grant applications on behalf of the following communities:

- Alaska: Municipality of Anchorage, Kodiak Island Borough & Matanuska-Susitna Borough
- Washington: Grays Harbor Council of Governments, City of Bremerton & City of Spokane
- California: City of Lodi, City of Stockton & City of Fresno
- Utah: Carbon County, Uintah Basin Association of Governments, & Provo City
- Colorado: Fremont County
- Vermont: Northeastern Vermont Development Association
- New York: Greater Syracuse Land Bank

Andrea has also assisted with four successful EPA Brownfield Cleanup Grants awarded to the City of Spokane, WA and City of Rochester, NY.

EPA Brownfield CWA Grant Implementation Services, AK, WA, CA, UT, CO, NV, VT & AK

Client: Various Communities

Andrea has managed or assisted with implementation of EPA Brownfield CWA Grants on behalf of 20 communities throughout the US. She provides project management support, including grant management and EPA compliance reporting, community outreach/public involvement, site inventory/prioritization, area-wide planning (AWP), and editorial review of technical deliverables. She recently assisted the Cities of Everett, Kent, Spokane and Anchorage with Final Close-Out Reports for their EPA Brownfield CWA Grants. The grantees received an excellent review and EPA complimented Stantec on the quality of reports.

Jeromy Jones

Local Liason

Firm:
Stantec

Office Location:
Spokane, Washington

Years of Experience:
8

Education:
BS Civil Engineering, University of
Alaska, Fairbanks, Alaska, 2011

Registrations:
Registered Civil Engineer
#20100275, State of Washington,
2020

Registered Civil Engineer #CE-
102765, State of Alaska, 2019

Jeromy has 8 plus years of civil engineering experience. He has visited multiple sites across Alaska and Washington for initial assessment studies and site evaluations focused primarily on water and wastewater utilities. Jeromy worked with several subcontractors for video recording the interior of buried pipes and well columns, core drilling and sampling, and monitoring well data recording. Jeromy has worked on various sites that included mitigating the effects of spilled petroleum products and groundwater contaminated with sulfolane.

Jeromy serves as the local liaison to support the Spokane EPA Brownfield Community-Wide Assessment grant. He supports key meetings, events and activities, Phase I Environmental Site Assessment site visits, and local data gathering needs.

Relevant Experience

SWPPP Review & Compliance Monitoring | Anchorage, Alaska | QA/QC

Under term contracts with the Alaska Department of Transportation, Jeromy reviewed contractors' SWPPP logs and reports to ensure work was done in compliance with regulations. Stantec's initial scope of work consisted of the following five major tasks to meet the requirements of the ACGP and the Consent Decree: 1) Draft Inspection Report Reviews; 2) Inspection Observations; 3) Onsite SWPPP, Inspection Report, and Amendment Reviews; 4) SWPPP Amendment Reviews; and 5) Annual Reporting and Quality Assurance Program Updates. As the project matured, Stantec was entrusted to provide initial SWPPP reviews and final review for the certified inspection reports and uploading to the eDocs system.

SPCC Plans OR, WA, ID | Civil Engineer and Site Inspector

Jeromy visited multiple sites to examine existing conditions of oil tanks, piping, drums, containment, containment measures, and filling/dispensing systems. Following the site visits, Jeromy compiled Spill Prevention, Control, and Countermeasure Plans for each of the sites.

2018 Water System Expansion Project | City of North Pole, Alaska | Engineering and construction support

Jeromy reconciled pipe and material quantities for the bid schedule on an expansion of the North Pole Water Utility to serve residents within the Fairbanks North Star Borough affected by sulfolane contamination of their drinking water wells. Jeromy assisted with design and quality review of approximately 35 miles of water line, circulating pump station and additional water storage tank, and upgrades to the existing treatment.

WSDOT Safety Rest Area Wastewater and Water Utilities Study | Washington | Field Assessment Inspector and Engineering

Jeromy performed site visits for field evaluations on water and wastewater systems at multiple rest areas across the State of Washington. Field testing included well capacity tests, CCTV inspection of well piping and wastewater piping, septic tank investigation, and drainfield flow testing and pipe cleaning. Jeromy prepared condition assessment reports for 46 separate water and wastewater utilities spread over 34 rest areas. Each report included individual field findings, follow-up testing, and recommendations for maintenance, future rehabilitation, and cost estimating.



August Welch

LG

Phase II ESA Support

Firm:
Stantec

Office Location:
Lynnwood, Washington

Years of Experience:
16

Education:
BS, Geology, University of Washington

Registrations:
Licensed Geologist, WA State

Registered Geologist, OR State

Certifications:
HAZWOPER 40-hour Training (29 CFR 1910.120)

HAZWOPER 8-hour Refresher

HAZWOPER 8-hour Supervisor

OSHA 30-hour Construction

ICC Washington State Site Assessor Certification

Radiological Worker II Certification

Asbestos General Industry Certification

CPR/First Aid Certification

August has 17 years of professional experience pertaining to environmental site assessments (ESAs), remediation, and environmental compliance. He is a Licensed Geologist in the States of Washington and Oregon. Project experiences include a range of work on public and private contracts including EPA Superfund sites, Phase 2 ESAs, brownfields, USTs, product dispensing systems, retail and bulk petroleum distribution facilities, chlorinated solvent sites, refinery demolition, habitat restoration, asbestos, and Department of Energy (DOE) work. Mr. Welch has prepared proposals, contracts, letters, and technical reports for all phases of environmental assessment and remediation projects.

Relevant Experience

Phase II Environmental Site Assessment | Bremerton, WA

As part of the City of Bremerton brownfield grant, August designed a sampling and analysis plan for a multi-parcel property, which utilized innovative techniques, including a passive soil gas sampling survey to cost effectively identify potential contaminants of concern and design a focused approach to further assessment.

PLIA Grant Application | Hoquiam, WA

August assisted the city of Hoquiam in applying for a \$150,000 grant and access to low interest loans through the WA State Pollution Liabilities Insurance Act that will fund continued assessment and cleanup action planning.

King County Brownfields Program | Washington State

August served as a project geologist on King County Brownfields project. He worked on all phases of brownfields planning including writing proposals and letters, sampling and analysis plans Phase 2 Environmental Site Assessments, remediation cost estimates and cleanup action planning.

North Winds Weir Salmon Habitat Restoration | Seattle, WA

August acted as the lead geologist during the excavation of petroleum contaminated soil located on the bank of the Duwamish River. The project was undertaken in partnership with the United States Army Corps of Engineers (USACE) to restore natural estuary function to the lower Duwamish River. The project was successful, and construction of the salmon habitat restoration was able to proceed.

Phase II Environmental Site Assessments | State of Alaska

August's expertise has been instrumental in writing technically sound sampling and analysis plans and Phase II ESA reports for various brownfield projects in Kodiak and Anchorage, AK. His writing expertise has been valuable in navigating ADEC's regulatory framework to ensure that projects are successful and achieve the desired outcome.



Amy Broughton

Grant Writing

Firm:
Stantec

Office Location:
Broomfield, Colorado

Years of Experience:
21

Education:
University of Colorado Boulder,
Leeds School of Business
Bachelors of Art in History,
Colorado College

Certifications and Training:
Systematic Development of
Informed Consent, Institute of
Participatory Management and
Planning, Seattle, 2015

Economic Evaluation &
Investment Decision Methods,
Colorado School of Mines, CO,
2015

Women's Vision Leadership
Institute, Women's Vision
Leadership Institute, Colorado,
2010

Amy is a financial and management consultant focused on supporting complex infrastructure projects and transformative business practices. She has developed and delivered projects across sectors, applying organizational, financial, and operational analysis to increase efficiency, manage risk, and identify the best funding strategies for unique client challenges. As the US West Lead for Stantec's North American Funding Program, Amy coordinates Stantec's dedicated team of more than 140 funding specialists. This community of practice helps develop funding strategies, pursue grants and loans, and manage project delivery and compliance. Throughout her career, she has assisted government sponsors and private investors evaluate the viability and attractiveness of different delivery models for critical infrastructure. Amy presents at industry conferences on resilient infrastructure, federal funding and compliance, and organizational network analysis.

Relevant Experience

Willamette Water Supply System, Hillsboro, OR.

Project Principal // Amy assisted two clients to secure \$630+ million loans from the EPA WIFIA program. Amy worked collaboratively with the project partners, compiled and organized necessary documentation, facilitated interactions with EPA administrators, and assisted in the drafting and review of the application and WIFIA compliance plan. The loan is expected to result in savings of more than \$350 million over the term of the loan.

Envision Shooks Run Funding Strategy, Colorado Springs, CO.

Project Principal // Working with funding specialists from across Stantec, Amy led the development of a funding strategy for a set of transformational, multi-departmental, and complementary activities and investments. The project integrated private participation and evaluated the applicability of several urban renewal, transportation (railroad), and stormwater financing mechanisms. Amy assisted the City in the successful application for funding from the US EPA Brownfields program and is assisting the City in the pursuit of rail relocation funding.

Interior Energy Project, North Slope, AK.

Commercial and Financial Manager // On behalf of the P3 Developer of a Liquefied Natural Gas (LNG) plant on the North Slope of Alaska, Amy is responsible for identifying customers, integrating technical and financial developments into commercial model and securing LNG offtake agreements. She provided advisory services related to concession agreement negotiations, gas supply agreement negotiations, equity agreement negotiations, supply chain optimization, stakeholder communications, and financial modeling.



Attachment B

Signed Addendum 1 and Attachment 1



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

April 7, 2020

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #5252-20 – BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES

This Addendum 1 to Request for Proposals #5252-20 for Brownfield Grants and Implementation Services is being issued to provide remote attendance for the public bid opening meeting.

1. To accommodate the City's efforts to reduce the spread of COVID-19 and ensure social distancing, City Hall is closed to the public. The public bid opening meeting will not be held in the City Hall Lobby conference room as earlier indicated. A WebEx Meeting has been set up for remote attendance at the public bid opening meeting and all attendees including City Staff will attend remotely.

The WebEx Meeting link is:

<https://spokanecity.webex.com/spokanecity/j.php?MTID=m058d8967449e56d8908731b4900246d3>. The access code is: 965 272 875 and the password is: 7j8sPf7Mwbf.

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

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

The undersigned acknowledges receipt of this Addendum.

Stantec Consulting Services, Inc.

Company

Authorized Signature

ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

*Not
Applicable*

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: Stantec Consulting Services, Inc.

Street address: 1687 114th Avenue SE, Suite 100

City, State, Zip: Bellevue, WA 98004

Chris Gdak

CERTIFIED BY: (type or print)

Senior Principal

TITLE:



(signature)

April 16, 2020

(date)

Not Applicable

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: ____ a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	2. Status of Federal Action: ____ a. bid/offer/application ____ b. initial award ____ c. post-award	3. Report Type: ____ a. initial filing ____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503



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

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: #5252-20

DESCRIPTION: BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES

DUE DATE: MONDAY, APRIL 20, 2020
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

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

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Planning Department (hereinafter “City”) is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide Grant and Implementation Services.

The intent of the RFP is to comply with City, State and Federal procurement requirements and with the Federal requirements specifically noted in 40 CFR 31.36 - Procurement.

The City is seeking qualified Firm(s) to assist with securing and the subsequent implementation of future Brownfields grants. We are seeking a qualified environmental consulting Firm to provide Federal and State environmental grant application assistance and grant compliance and implementation assistance to carry out environmental due diligence on specific sites, implementation processes could include assistance in professional planning, project management, environmental site assessment, and GIS site inventory and database creation, workforce training programs, revolving loan fund programs, public information and outreach support, and grant compliance and reporting.

The brownfield redevelopment needs and objectives of the City are expected to continue to grow for both public and private site infill redevelopment. As such the federal and state grants and brownfield implementation will include activities associated with environmental planning, remediate assessments, brownfield revolving loans, workforce development, and site cleanup. The successful Firm will bring experience and insight to a partnership with the City to refine strategies and implement these grants while exploring other grants and Brownfields initiatives when funds become available.

The City of Spokane has received and implemented several federal and state brownfields grants in the last several years and each of those projects have completed on time and under budget. So the City will be seeking a Firm that can demonstrate similar success with both the grant pursuit as well as implementation.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

The Firm must have five (5) years of experience in securing and implementing environmental grants and services. Submitted Proposal content as identified in Section 4 “Proposal Contents” will be assessed to determine if minimum experience qualifications have been satisfied.

1.3 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding. **This project may be funded by local, state and federal tax and grant monies.** Firms shall take into consideration applicable federal requirements in making their Proposal and performing the work.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about June 1, 2020 and to end on May 31, 2023.

Contract renewals or extensions shall be initiated at the discretion of the City and are subject to mutual agreement. The contract may be extended for one (1) additional two (2) year contract period with the total contract period not to exceed five (5) years.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

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

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

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

1.6 ADDENDA

It is the Proposer’s responsibility to check the City of Spokane’s procurement system <https://spokane.procureware.com> for Addenda and additional information regarding this RFP.

1.7 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. SCOPE OF SERVICES

The successful Firm is expected to perform many tasks under the direction of the City including, but not limited to, the following:

- A. Prepare one or more Federal and/or State grant application(s), the grant requests could vary from \$100,000 to \$1,000,000/each in funding to conduct environmental planning, site remediation planning, set up a brownfield revolving loan fund program, conduct environmental site assessments, create programs for brownfield workforce development, and site remediation/cleanup.
- B. If a Firm’s grant assistance mentioned above results in a grant award to the City that Firm will assist the City in defining the project scope and in the development the City’s cooperative agreement with the funding agency as well as implementing the grant award. Successful grant awards will require scope and contract amendments between the Firm and the City.

C. Key Tasks that may include, but also may not be limited to:

- Provide coordination with the City in preparing grant application(s).
- Compile any associated demographic data to bolster the grant application(s) eligibility.
- Assist the City with solicitation of letters of support from the State, Spokane County, Washington Department of Ecology and other local stakeholders.
- Review existing plans as they relate to redevelopment within the City, and specific site re-use.
- Facilitate community outreach activities as needed to enhance the grant application.
- Conduct and oversee site assessment studies.
- Prepare appropriate technical reports required.
- Conduct field investigations including sample collection and lab analysis.
- Evaluate cleanup options; complete associated risk assessment analysis and cost estimates.
- Assist City in establishing programs associated with a revolving loan fund or workforce development grant award.
- Prepare a written Quality Assurance Project Plan (QAPP) in compliance with federal and state requirements.
- Delivery to the City any completed Phase I and Phase II Environmental Site Assessment (ESA) reports, site investigation reports, remedial action options reports, remedial action plans and other environmental reports or plans.
- Complete (ALL) federal and state grant compliance reports and forms in coordination with the City for the City's submittal to the granting agency.
- Project management, implementation, and/or technical oversight.
- Provide professional advice regarding environmental issues associated with land reuse/redevelopment.
- Provide regulatory and financial information as needed.
- Attend meetings as requested.
- Develop preliminary budget, financing options and implementation plan for assessments and cleanup/re-use.
- Complete containment characterization and risk assessments as determined necessary following Phase II activities (as funds allow).
- Develop public and private opportunities for citizen participation throughout all phases of projects and where applicable, implement outreach/citizen participation efforts, in consultation with the City.
- Conduct and oversee all remediation and cleanup activities.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator and submitted through the 'Clarifications' tab in the ProcureWare system portal:

<https://spokane.procureware.com>.

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

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	March 13, 2020
Question and answer period	March 13 – 27, 2020
Last date for RFP questions requiring an Addendum	March 27, 2020
Proposals due	April 20, 2020
Evaluate Proposals	April 20 – May 1, 2020
Negotiate contract	May, 2020
City Council approval of contract	June, 2020
Begin contract work	June, 2020

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> on or before the due date and time. Hard paper, e-mailed or faxed copies will not be accepted.

Late Proposals will not be accepted. The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

Sealed electronic Proposals will be acknowledged at 1:15 p.m. on the due date in the **City Hall Lobby Conference Room titled "Tribal", 808 West Spokane Falls Boulevard, Spokane, Washington 99201.**

B. ELECTRONIC SUBMITTAL INSTRUCTIONS

Proposers must go online to the City's online procurement system portal (<https://spokane.procureware.com>) to submit Proposals and other documentation as requested. Proposers are asked to read the Welcome Screen and register if they have not done so previously. Once on the procurement system portal, follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload** required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.

6. Once the Questions have been entered, the yellow “Question Response” information message will change from incomplete to complete. Then the “Submit” button will become available.
7. Click the “Submit Bid” button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the “I Accept and Submit this Bid” button.
8. If you want to remove your Proposal, click the red “Withdraw Bid” button in the “Response” tab for the applicable Proposal.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

All received Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

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

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

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

3.5 OWNERSHIP OF DOCUMENTS

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

3.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted it shall be posted to the City of Spokane’s online procurement system <https://spokane.procureware.com>.

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

3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

3.8 ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

3.9 RESPONSIVENESS

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

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

3.10 MOST FAVORABLE TERMS

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

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

3.11 COSTS TO PROPOSE

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

3.12 NO OBLIGATION TO CONTRACT

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

3.13 REJECTION OF PROPOSALS

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

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

The major sections of the Proposal are to be submitted in the order noted below:

- A. Letter of Submittal.
- B. Technical Proposal.

- C. Management Proposal.
- D. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings to facilitate evaluation and assist the Proposer in providing a thorough response. Section 2 “Scope of Services” should be carefully considered in developing Proposal response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- C. Location of the facility from which the Firm would operate;
- D. Identify any current or former City employees employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months; and
- E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.
- F. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 TECHNICAL PROPOSAL

The City of Spokane has received and implemented several federal and state brownfields grants in the last several years and each of those projects have completed on time and under budget. So the City will be seeking a Firm that can demonstrate similar success both in grant pursuit as well as successful implementation. The successful Firm will describe the value add in contracting with them in experience, successful grant pursuits, as well as on time and on budget experience as well as innovations in grant project implementation of projects as mentioned in Section 2 of this request.

The Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 “SCOPE OF SERVICES” and including the following elements:

- A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm’s proposed approach and methodology for the project. This section should convey Firm’s understanding of the proposed project.
- B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the grant writing scope portion of the project defined in this RFP. Grant implementation will require grant specific work plans. Therefore the implementation work plan of grants awarded is not requested, rather experience should be addressed under Section 4.4 A and B. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

- 1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.
- 2. STAFF QUALIFICATIONS/EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

- 1. Indicate the experience the Firm and any subcontractors have in the areas identified in Scope of Services Section 2 of this RFP.
- 2. Please indicate in detail the Firm(s) experience in assisting municipalities or similar agencies in meeting grant compliance, reporting, and with agency notification

requirements. Include details on any adverse audits findings of the municipalities with grants the Firm assisted in securing and implementing. Detail the experience of the Firm(s) in implementing tasks outlined in Section 2 (Scope of Services) of this RFP.

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

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) municipal references for whom work in similar size and scope has been accomplished and briefly describe the type of service provided. If no municipal references are available, provide three (3) references for whom work similar in size and scope has been accomplished. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4.5 COST PROPOSAL

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

A. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the grant pursuit services necessary to accomplish the objectives of the contract and include total amount. Grants awarded will require specific work plans and implementation scopes and fees will be set at that time. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

5. EVALUATION

5.1 EVALUATION PROCEDURE

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

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

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

5.2 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 35% Project Approach/Methodology Quality of Work Plan Project Schedule Project Deliverables	15 Points (Maximum) 35 Points (Maximum) 10 Points (Maximum) 10 Points (Maximum)	70 points
Management Proposal - 30% Project Team Structure/Internal Controls Staff Qualifications/Experience Experience of the Firm	15 Points (Maximum) 15 Points (Maximum) 30 Points (Maximum)	60 points
Cost Proposal – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

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

5.4 AWARD OF CONTRACT

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

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

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

5.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

6.3 DISPUTES

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

6.4 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.

6.5 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.

6.6 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.7 LIABILITY

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

6.8 INSURANCE COVERAGE

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

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

6.9 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

6.10 CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6.11 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFP may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

This material can be made available in an alternate format by emailing Connie Wahl at cwahl@spokanecity.org or by calling (509) 625-6700.

6.15 TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6.16 CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.17 NATIONAL ENVIRONMENTAL POLICY ACT

The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

6.18 RESOURCE CONSERVATION AND RECOVERY ACT

Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

6.19 USE OF RECYCLED PAPER

All reports prepared by the Firm for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

6.20 WORKPLACE LISTING

The Firm will provide a list of all workplaces under this contract. The Firm will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

6.21 SALARY RATE

Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Firm's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

7. RFP ATTACHMENTS

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

Attachment 1 – Certification Regarding Lobbying Form



 **ALERT:** SAM.gov will be down for scheduled maintenance **Saturday, 06/13/2020 from 8:00 AM to 1:00 PM**

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
- ▶ [Core Data](#)
- ▶ [Assertions](#)
- ▶ [Reps & Certs](#)
- ▶ [POCs](#)
- ▶ [Exclusions](#)
- ▶ [Active Exclusions](#)
- ▶ [Inactive Exclusions](#)
- ▶ [Excluded Family Members](#)

RETURN TO SEARCH

STANTEC ARCHITECTURE AND ENGINEERING LLC

DUNS: 969358659 CAGE Code: 6YDH6

650 SMITHFIELD ST STE 2500
PITTSBURGH, PA, 15222-3900 ,
UNITED STATES

Status: Active

Expiration Date: 12/09/2020

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: STANTEC ARCHITECTURE AND ENGINEERING LLC

Business Type: Business or Organization

Last Updated By: Lori Van Dermark

Registration Status: Active

Activation Date: 12/10/2019

Expiration Date: 12/09/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200424-1037
WWW6

- | | | |
|----------------|----------------|-------------|
| Search Records | Disclaimers | FAPIS.gov |
| Data Access | Accessibility | GSA.gov/IAE |
| Check Status | Privacy Policy | GSA.gov |
| About | | USA.gov |
| Help | | |



9485-3

STANTEC CONSULTING SERVICES INC
11130 NE 33RD PL STE 200
BELLEVUE WA 98004-1465

DETACH BEFORE POSTING



STATE OF
WASHINGTON
Profit Corporation

STANTEC CONSULTING SERVICES INC
621 W MALLON AVE STE 309
SPOKANE, WA 99201-2181

TAX REGISTRATION - ACTIVE

BUSINESS LICENSE

Issue Date: Jan 31, 2020
Unified Business ID #: 602529295
Business ID #: 001
Location: 0004
Expires: Jan 31, 2021

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:

STANTEC CONSULTING SERVICES 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

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

07/27/2020

<u>Date Rec'd</u>	7/16/2020
<u>Clerk's File #</u>	OPR 2000-0647
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2000-0889
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	DAVE STEELE 6064
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5900 - NEW SITE LEASE AGREEMENT WITH ATT WIRELESS

Agenda Wording

Asset Management has negotiated a renewed site lease agreement for this location. Dollars have been adjusted to reflect current market rates for the extended term of the lease at 9470 N. Colton St.

Summary (Background)

The City of Spokane has had long term site lease agreements with cellular providers. This site lease amendment renegotiates for a market rate adjustment and term extension to reflect the current market rate. The updated rate is \$17,400.00 per year to be paid annually with an annual 2.5% escalator.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue	\$ \$17,400.00	# 0
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	STEELE, DAVID	<u>Study Session\Other</u> UE 7/13/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> Stratton
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	dstele@spokanecity.org
Additional Approvals		cbaird@spokanecity.org
<u>Purchasing</u>		jrichman@spokanecity.org
		Two Originals

Briefing Paper

URBAN EXPERIENCE Committee

Division & Department:	Public Works & Integrated Capital Management
Subject:	New Site Lease Agreement with ATT Wireless – Through Black Dot Wireless
Date:	07/8/2020
Author (email & phone):	dsteale@spokanecity.org 625-6064
City Council Sponsor:	Councilwoman Stratton
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	N/A
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)	2020-2025 Six Year Citywide Capital Improvement Program.
Strategic Initiative:	
Deadline:	7/31/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Renegotiated long term site lease agreement for an existing cell tower lease location on North Colton
Background/History: This cell tower location has long been utilized by multiple providers. This renewal provides for a market rate adjustment and term extension reflecting the current market rates. The City doesn't own the pole in this location, but owns the property the pole stands on.	
Executive Summary: <ul style="list-style-type: none"> Asset Management has negotiated a renewed site lease agreement for this location. Dollars have been adjusted to reflect current market rates for the extended term of the lease. 	
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.) <i>Match requirements will be determined at the time of award.</i>	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

No ECF Required

Return to:

Richard J. Busch

Busch Law Firm PLLC

1420 NW Gilman Blvd, #9014

Issaquah, WA 98027

Grantor:	City of Spokane, a municipal corporation of the State of Washington		
Grantee:	New Cingular Wireless PCS, LLC, a Delaware limited liability company		
Legal Description:	20-26-43 pt NW ¼ Official legal description attached as Exhibit 1		
Assessor's Tax Parcel ID #:	36202.0048		
Reference Number of Prior Recorded Documents:	<u>N/A</u>		
True Consideration Paid	Does not apply	Tax Mailing Address:	Does not apply
Cell Site #:	SP30	Fixed Asset #:	10092363
Cell Site Name:	COUNTRY HOMES 2		
State:	WA	County:	Spokane

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of Spokane, a municipal corporation of the State of Washington, having a mailing address at West 808 Spokane Falls Boulevard, Spokane, WA 99201 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or its predecessor-in-interest) entered into a certain Site Lease Acknowledgment dated August 10, 1998, as amended by that certain First Amendment to Site Lease Acknowledgment dated _____, 20____ (hereinafter, collectively referred to as the "**SLA**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located at 9470 N. Colton Street, Spokane, WA 99218. All of the foregoing are set forth in the SLA.
1. The SLA Term initially commenced September 1, 2000 and the parties agree to further extend the SLA for a new initial lease term of five (5) years commencing on September 1, 2020, with three (3) successive five (5) year options to renew.

2. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
3. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the SLA, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the SLA, the provisions of the SLA shall control. The SLA shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the SLA.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:

City of Spokane,
a municipal corporation of the State of Washington

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Wayne Wooten

Name: WAYNE WOOTEN

Title: Director

Date: 4-24-20

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

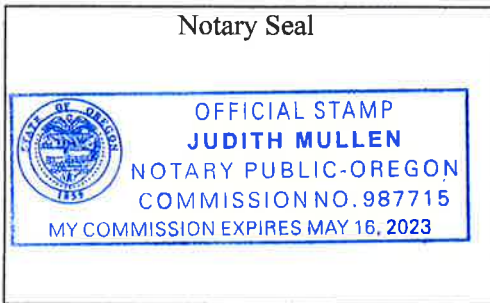
LESSEE ACKNOWLEDGMENT

STATE OF OREGON)
) SS.
COUNTY OF WASHINGTON)

I certify that I know or have satisfactory evidence that Wayne Wooten is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath, stated that he/she was authorized to execute the instrument and acknowledged it as the Director of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4/24/2020

Notary Seal



Judith Mullen
(Signature of Notary)
Judith Mullen
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My appointment expires: 5/16/2023

LESSOR ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated _____, 20__, by and between City of Spokane, a municipal corporation of the State of Washington, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are a portion of the Property located at 9470 N. Colton Street, Spokane, WA 99218, and legally described and/or depicted as follows:

That portion of Northwest quarter of Section 20, Township 26 North, Range 43 East, W.M., in the City of Spokane, Spokane County Washington, described as follows:

Beginning at the intersection of the Southerly right-of-way of Holland Avenue and the Easterly right-of-way of Colton Street; thence S36°02'20"E 70.49 feet to the True Point of Beginning; thence S89°44'59"E 20.00 feet; thence S00°15'01"W 30.00 feet; thence N89°44'59"W 20.00 feet; thence N00°15'01"E 30.00 feet to the True Point of Beginning; containing 600 square feet.

Cell Site No. SP30
Cell Site Name: COUNTRY HOMES 2
Fixed Asset No. 10092363
Market: SEATTLE/OREGON/NO. ID
Address: 9470 N. Colton Street, Spokane, WA 99218

FIRST AMENDMENT TO SITE LEASE ACKNOWLEDGMENT

THIS FIRST AMENDMENT TO SITE LEASE ACKNOWLEDGMENT ("**First Amendment**") dated as of the later date below is by and between City of Spokane, a municipal corporation of the State of Washington, having a mailing address at West 808 Spokane Falls Boulevard, Spokane, WA 99201 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address at 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor and Lessee (or its predecessor-in-interest) previously entered into a Master Lease Agreement dated March 31, 1998, which Master Lease was thereafter superseded by a Master Lease Agreement dated August 21, 2000, amended by the First Amendment to Master Lease Agreement, dated February 28, 2017; and

WHEREAS, Lessor and Lessee (or its predecessor in interest) entered into a Site Lease Acknowledgment dated August 29, 1998 (the "**SLA**"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 9470 N. Colton Street, Spokane, WA 99218; and

WHEREAS, the parties mutually desire to renew the SLA, memorialize such renewal period and modify the SLA in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Lessor and Lessee desire to amend the SLA to extend the term of the SLA; and

WHEREAS, Lessor and Lessee desire to amend the SLA to adjust the Fee in conjunction with the modifications to the SLA contained herein; and

WHEREAS, Lessor and Lessee desire to amend the SLA to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the SLA as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the SLA shall be extended to provide that the SLA has a new extension term of five (5) years ("**New Renewal Term**") commencing on September 1, 2020. As of the commencement of the New Renewal Term, the existing term and any extensions thereof, as applicable, shall be void and of no further force or consequence. The SLA will automatically renew, commencing on the expiration of the New Renewal Term, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered a Renewal Term under the SLA), upon the same terms and conditions of the SLA, as amended herein, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the SLA at least sixty (60) days prior to the expiration of the then current Additional Renewal Term. The New Renewal Term and the

Cell Site No. SP30
Cell Site Name: COUNTRY HOMES 2
Fixed Asset No. 10092363
Market: SEATTLE/OREGON/NO. ID
Address: 9470 N. Colton Street, Spokane, WA 99218

Additional Renewal Term are collectively referred to as the Term ("**Term**"). Lessor agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Lessee may continue to use and exercise its rights under the SLA as permitted prior to the New Renewal Term.

2. **Fee.** Commencing on September 1, 2020, the current Fee payable under the SLA shall be Seventeen Thousand Four Hundred and No/100 Dollars (\$17,400.00) per year, paid annually in advance, and shall continue during the Term, subject to adjustment as provided herein.

3. **Future Fee Increase.** The SLA is amended to provide that commencing on September 1, 2021, the Fee shall increase by two and one-half percent (2.5%) over the Fee paid during the previous year and on an annual basis thereafter.

4. **Access.** Notwithstanding any provisions in the SLA or the underlying Master Lease Agreement to the contrary, access to Lessee's Communications Facility shall be in accordance with the Access to Department Facilities by Wireless Communications Leaseholders, attached hereto as Attachment 1.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 2. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** The Master Lease and SLA, and any previous amendments and/or extensions/renewals thereto, are incorporated by reference in this document as though written in full and shall remain in full force and effect except as provided herein. In the event of any inconsistencies between the Master Lease and/or SLA and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Master Lease, as amended, and the SLA are otherwise unmodified and remain in full force and effect. Each reference in the SLA to itself shall be deemed also to refer to this First Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the SLA.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Cell Site No. SP30
Cell Site Name: COUNTRY HOMES 2
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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LESSOR:

City of Spokane,
a municipal corporation of the State of Washington

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Wayne Wooten

Name: WAYNE WOOTEN

Title: DIRECTOR

Date: 4-24-20

Approved as to form:

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

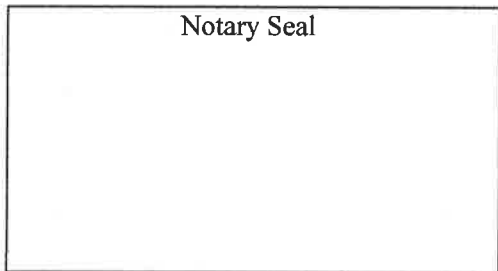
Cell Site No. SP30
Cell Site Name: COUNTRY HOMES 2
Fixed Asset No. 10092363
Market: SEATTLE/OREGON/NO. ID
Address: 9470 N. Colton Street, Spokane, WA 99218

LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of City of Spokane, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

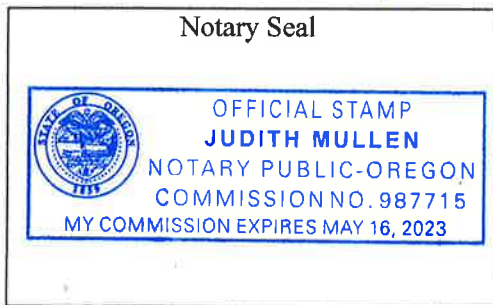
Cell Site No. SP30
Cell Site Name: COUNTRY HOMES 2
Fixed Asset No. 10092363
Market: SEATTLE/OREGON/NO. ID
Address: 9470 N. Colton Street, Spokane, WA 99218

LESSEE ACKNOWLEDGMENT

STATE OF OREGON)
) SS.
COUNTY OF WASHINGTON)

I certify that I know or have satisfactory evidence that Wayne Wooten is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4/24/2020



Judith Mullen
(Signature of Notary)
Judith Mullen
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Oregon
My appointment expires: 5/16/2023

ATTACHMENT 1

Access to Department Facilities by Wireless Communications Leaseholders

CITY OF SPOKANE WATER DEPARTMENT DEPARTMENT POLICY AND PROCEDURE
TITLE: ACCESS TO DEPARTMENT FACILITIES BY WIRELESS COMMUNICATIONS LEASEHOLDERS
EFFECTIVE DATE: January 20, 2009
REVISION EFFECTIVE DATE: August 15, 2015

1.0 GENERAL

- 1.1 The duty discharged to the City of Spokane Water and Hydroelectric Services Department is to provide clean safe drinking water to the customers of Spokane and within its water service area. As part of this duty, the Department's responsibility is to insure the facilities that make up the City of Spokane water system are secure from those who may seek to do harm.

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to facilities and property owned or under the control of the City of Spokane Water and Hydroelectric Services Department.

3.0 REFERENCES

Not Applicable

4.0 DEFINITIONS

- 4.1 "Authorized Person" is a person who has been approved by the Department for access to Department facilities.

- 4.2 "Department" means the City of Spokane Water and Hydroelectric Services Department.
- 4.3 "Director" means the Director of the City of Spokane Water and Hydroelectric Services Department.
- 4.4 "Wireless Communications Company" or "Company" means a company in the wireless communication industry who enters into a lease with the City of Spokane for access to and use of Department facilities for its communication equipment.

5.0 POLICY

- 5.1 The Department has implemented a heightened state of security at all its facilities. In the event an unauthorized person(s) is seen on a Department facility site a call will be made to 911 and the sighting reported. Law enforcement officers will be dispatched to investigate and the response will more than likely be handled as an intrusion with criminal intent. It is therefore imperative that the contents of this policy be completely understood and its procedures are followed exactly.
- 5.2 The Department has entered into leases with Wireless Communications Companies to allow placement of wireless communication equipment on Department Facilities. The Department is acutely aware that the companies need twenty four (24)-hour access to affect emergency repairs of equipment. Access is also necessary for communication equipment maintenance and upgrade.
- 5.3 Only "authorized" person(s) will be issued a Department facility site access key.

6.0 PROCEDURE

- 6.1 Wireless Communications Companies shall have a written executed lease with the City of Spokane prior to being allowed use of Department facilities.
- 6.2 Wireless Communication Companies shall supply an updated list of Company representatives, authorized contractors and authorized persons annually. The list shall include addresses and phone numbers as well as meet the criteria described above and sent to the Department by March 1st of each new year, dated accordingly. Until such time the Department is supplied the updated list, access will not be permitted to Department facilities.

6.3 Construction / Installation Requirements.

6.3.1 The Department's list of requirements for construction / installation projects applies to both upgrades of existing equipment and the installation of new equipment.

6.3.2 Specific issues not included in the Department's list of requirements will be subject to approval – in writing – by the Department Project Inspector.

6.3.3 Project Design and Approval.

- a. The Wireless Communications Company shall prepare construction / installation drawings illustrating the proposed project, which must be stamped, signed, and dated, by an engineer registered in Washington State.
- b. The Wireless Communications Company shall submit two (2) sets of the construction / installation drawings to the Department for review and comment.
- c. The Department will review the drawings and provide comments accordingly. The drawings will be returned to the Company to allow them to address the Water Department comments.
- d. If necessary, the Wireless Communications Company will re-submit the drawings for approval. If all items have been satisfactorily addressed, the Department will provide the necessary approval to all drawings in the set.
- f. All necessary permits relating to the construction / Installation of the project must be purchased by the Wireless Communications Company.

6.4 Project Construction / Installation Site Work.

6.4.1 All project construction / installation work shall be monitored by the Department Project Inspector and will be subject to his/her approval.

6.4.2 All necessary permits shall be displayed at the job site.

6.4.3 A complete set of the most current approved construction / Installation drawings shall be available on site.

- 6.4.4 Any changes or deviations for the approved construction / installation drawings shall be pre-approved in writing, by the Department Project Inspector.
- 6.4.5 The Wireless Communications Company shall prepare an "as-built" set of drawings at the completion of the construction / installation. Any changes or deviations shall be noted for inclusion in the "as-built" set of drawings.
- 6.4.6 Handrails typically attached to the reservoir roof ring are not to be used for:
- a. hoisting of any kind.
 - b. fastening of any devices, unless pre-approved in writing by the Department Project Inspector.
- 6.4.7 A copy of the most current copy of this policy shall be in possession of the project contractor and available at the project site. Adherence to this policy will be strictly enforced by the Department Project Inspector.
- 6.4.8. A portable chemical toilet shall be on-site during the project construction / installation.
- 6.4.9 All equipment cabinets and antennas shall have permanent labeling with the Wireless Communications Company name and emergency contact phone numbers.
- 6.4.10 The project site shall be restored to the condition of the site prior to the commencement of the project construction / installation. Final approval of the restoration work will rest with the Department Project Inspector.
- 6.4.11 Department facilities are never to be left unlocked or unattended.
- 6.4.12 If a Department facility site is unlocked and/or unattended by the "authorized" person, that person will be held fully responsible and in violation of this policy and subject to removal from the list of "authorized" persons.

6.4.13 Department Contact.

City of Spokane Water Department
Water Engineering
Phone: (509) 625-7800

6.5 "Authorized" Persons

6.5.1 Only "authorized" persons will be allowed to perform work on Department facilities. If it is deemed necessary for an "unauthorized" person to visit the facility during the course of the installation, upgrade, or maintenance of equipment, prior arrangements must be made with the designated representatives of the Department.

6.5.2 Each Wireless Communication Company shall supply to the Department, in writing and on its company letterhead, a list of authorized contractors it will employ to affect repairs, maintenance, and upgrades to its equipment.

- a. Each contractor performing work on Department facilities shall possess a Washington State Business License and provide evidence of being a bonded contractor.
- b. Listed under each contractor will be the names of "authorized" persons.
- c. The Wireless Communication Company is responsible for insuring that each listed "authorized" person has cleared a background investigation. Minimum check is social security number verification and a criminal background investigation. Any "authorized" person's name added to a list must also have cleared a background investigation. The Department reserves the right to perform background investigations of persons as determined appropriate and necessary by the Department Director. The Department does not need the specifics of the background checks, but must have assurances that the personal background investigation was completed with results proving satisfactory.
- d. Should an "authorized" person no longer need Department facility access, it is the responsibility of the Wireless Communication Company to promptly notify the Department in writing, on its letterhead, the person's name to be removed from the list. All correspondence in this regard shall be directed to:

City of Spokane Water Department
ATTN: Water Engineering
914 East North Foothills Drive
Spokane, WA 99207

6.6 Department Facility Site Access Key

- 6.6.1 Phone the Department Radio Room Dispatch Center (509-625-7800) to make arrangements for the visit. Failure to call ahead could result in delays as the Department administrative offices are locked after business hours and on weekends.
- 6.6.2 The "authorized" person must produce picture identification, and sign the "key log sheet" listing the "authorized" contractor for whom he/she works, the name of the Wireless Communication Company's for whom the "authorized" contractor is working, the name of the specific Department facility site access is desired, an estimated time necessary to complete the work and when the key will be returned.
- 6.6.3 It is imperative the "authorized" person call the Department Radio Room Dispatch Center (625-7800) prior to entering any Department facility site and at the time he/she is exiting the site.
- 6.6.4 Return to the Department Radio Room Dispatch Center for access key check-in.
- 6.6.5 Facility access key are not to be lost or duplicated.
 - a. Wireless Communication Companies duplicating or using duplicated keys will be assessed a fee of **ten thousand and no/100 dollars (\$10,000)** to cover the expense of re-keying all Water Department facilities. A similar fee will be assessed the Wireless Communication Company in the event of a lost key.
 - b. The Wireless Communication Company and the "authorized" person(s) to whom the key(s) are issued will be held fully responsible for keeping the key(s) and Department facility site(s) under total security until such time the key(s) has been returned to the Department Radio Room Dispatch Center.
 - c. Should the project remain unfinished, the facility is to be secured and the key returned immediately to the Department.

The process of "checking out" and returning the key, will be required for each day the project remains unfinished

- d. The "authorized" person on record for "checking out" the key, is the person responsible for returning the key.

7.0 RESPONSIBILITIES

The Director of the Water & Hydroelectric Services Department shall administer this policy.

8.0 APPENDICES

Sample Letter

APPROVED BY:


Water Department Director

8/13/2015
Date


Principal Engineer -- Water

8-13-15
Date

COMPANY LETTERHEAD

[DATE]

Attn: [WATER ENGINEERING CONTACT]
City of Spokane Water and Hydroelectric Services Department
914 East North Foothills Drive
Spokane, WA 99207

Subject: Employees Authorized for Site Entry
Employee Background Investigation

Dear [WATER ENGINEERING CONTACT]:

The following personnel are employees of [COMPANY/CONTRACTOR NAME] which has been contracted by [TELECOMUNINCATION COMPANY NAME] to perform work at facilities owned or under the control of the City of Spokane Water & Hydroelectric Services:

We request that the following employees are added to the "authorized" access list for site access:

[NAME]
[NAME]

The above employees have received a satisfactory background investigation report. The investigation was performed by [INVESTIGATOR COMPANY], whose contact person is [CONTACT NAME] [PHONE NUMBER].

I agree to keep my company's list of "authorized" employees current at all times and to provide an updated list by March 1 of each year.

Should a situation arise that a previously "authorized" employee is no longer employed by my firm or an authorized contractor, I will provide immediate notification in writing, so this employee name may be removed from the "authorized" list.

Very truly yours,

[SIGNATURE OF RESPONSIBLE PARTY IN COMPANY]
[NAME PRINTED]
[TITLE]

ATTACHMENT 2
Memorandum of Lease

Return to:

Richard J. Busch

Busch Law Firm PLLC

1420 NW Gilman Blvd, #9014

Issaquah, WA 98027

Grantor: City of Spokane, a municipal corporation of the State of Washington
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company
Legal Description: 20-26-43 pt NW ¼
Official legal description attached as Exhibit 1
Assessor's Tax Parcel ID #: 36202.0048
Reference Number of Prior Recorded Documents: N/A
True Consideration Paid Does not apply Tax Mailing Address: Does not apply
Cell Site #: SP30 Fixed Asset #: 10092363
Cell Site Name: COUNTRY HOMES 2
State: WA County: Spokane

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between City of Spokane, a municipal corporation of the State of Washington, having a mailing address at West 808 Spokane Falls Boulevard, Spokane, WA 99201 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Boulevard NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee (or its predecessor-in-interest) entered into a certain Site Lease Acknowledgment dated August 10, 1998, as amended by that certain First Amendment to Site Lease Acknowledgment dated _____, 20____ (hereinafter, collectively referred to as the "**SLA**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located at 9470 N. Colton Street, Spokane, WA 99218. All of the foregoing are set forth in the SLA.
1. The SLA Term initially commenced September 1, 2000 and the parties agree to further extend the SLA for a new initial lease term of five (5) years commencing on September 1, 2020, with three (3) successive five (5) year options to renew.

2. The portion of the land being leased to Lessee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
3. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the SLA, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the SLA, the provisions of the SLA shall control. The SLA shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the SLA.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:

City of Spokane,
a municipal corporation of the State of Washington

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LESSOR ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____) SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated _____, 20__, by and between City of Spokane, a municipal corporation of the State of Washington, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are a portion of the Property located at 9470 N. Colton Street, Spokane, WA 99218, and legally described and/or depicted as follows:

That portion of Northwest quarter of Section 20, Township 26 North, Range 43 East, W.M., in the City of Spokane, Spokane County Washington, described as follows:

Beginning at the intersection of the Southerly right-of-way of Holland Avenue and the Easterly right-of-way of Colton Street; thence S36°02'20"E 70.49 feet to the True Point of Beginning; thence S89°44'59"E 20.00 feet; thence S00°15'01"W 30.00 feet; thence N89°44'59"W 20.00 feet; thence N00°15'01"E 30.00 feet to the True Point of Beginning; containing 600 square feet.



Agenda Sheet for City Council Meeting of:
07/27/2020

Date Rec'd	7/15/2020
Clerk's File #	ORD C35920
Renews #	
Cross Ref #	RES 2020-0050
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE HUGHES 625-6320
Contact E-Mail	MHUGHES@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	5600- SBO DENTAL CLINIC

Agenda Wording

Special Budget Ordinance needed to establish budget for Loan proceeds and Capital Expenditures to be able to spend SIP Loan proceeds for the construction of Chas Dental Clinic

Summary (Background)

Establish budget authority to spend SIP Loan Proceeds for the Construction of the Chas Dental Clinic.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Revenue	\$ 912,000	# 5901-79217-99999-38271-84118
Expense	\$ 912,000	# 5901-79217-94000-56301-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>	Finance Committee 7/20/20
<u>Division Director</u>	HUGHES, MICHELLE	<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>BUDGET</u>	INGIOSI, PAUL		

Briefing Paper

Division & Department:	Finance & Finance
Subject:	SBO – Dental Clinic
Date:	7/15/20
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Carly Cortwright
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Planning
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Special Budget Ordinance for Loan proceeds to be spent on Construction of Dental Clinic
Background/History:	
<p><i>Special Budget Ordinance to add budget capacity for construction of the Chas Dental Clinic located in the East Central Community.</i></p>	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 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:	



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: 7/15/20

Type of expenditure: Goods ☐ Services ☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source: Special Budget Ordinance

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:

ORDINANCE NO. C35920

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, declaring a public emergency, and providing it shall take effect immediately upon passage under Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Property Acquisition Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Property Acquisition Fund, and the budget annexed thereto with reference to the Property Acquisition Fund, the following changes be made:

FROM:	5901-79217 99999-38271	Property Acquisition - Loan Proceeds	<u>\$ 912,000</u>
TO:	5901-79217 94000-56301	Property Acquisition - Capital Expenditures	<u>\$ 912,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for the Property Acquisition Fund to interfund loan the General fund to finance the construction of the Chas Dental Clinic, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/27/2020

Date Rec'd	7/15/2020
Clerk's File #	RES 2020-0050
Renews #	
Cross Ref #	ORD C35920
Project #	
Bid #	
Requisition #	
Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE HUGHES 625-6320
Contact E-Mail	MHUGHES@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	5600 - SIP LOAN DENTAL CLINIC AT EAST CENTRAL COMMUNITY CENTER

Agenda Wording

Resolution authorizing the issuance of a Spokane Investment Pool ("SIP") Bond to provide funds not to exceed \$ 912,000 to finance construction of the Chas Dental Clinic.

Summary (Background)

East Central faces adverse conditions affecting resident's overall health and economic well-being. The dental clinic will be centrally and strategically located on the shared campus of the MLK Center and SE Daycare center making it very accessible to the community. The dental clinic is partially funded by the a grant from the Washington State Commerce Department, as well as the Community Development Block Grant (CDBG), and we are requesting a SIP Loan to help bridge the gap in funding.

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

Revenue	\$ 912,000	# 5901-79217-99999-38271-84118
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Expense	\$ 912,000	# 5901-79217-94000-56301-99999
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Select	\$	#
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Select	\$	#
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Approvals

<u>Dept Head</u>	HUGHES, MICHELLE
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<u>Division Director</u>	HUGHES, MICHELLE
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<u>Finance</u>	ALBIN-MOORE, ANGELA
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<u>Legal</u>	PICCOLO, MIKE
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<u>For the Mayor</u>	ORMSBY, MICHAEL
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Additional Approvals

<u>Purchasing</u>	
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Council Notifications

<u>Study Session\Other</u>	Finance Committee 7/20/20
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<u>Council Sponsor</u>	CM Wilkerson
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Distribution List

Briefing Paper

Finance and Administration Committee

Division & Department:	Accounting
Subject:	SIP Chas Dental Clinic Construction @ East Central Community Center
Date:	7/15/19
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Carly Cortwright
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan, Budget
Strategic Initiative:	Public Safety and Community Health; Urban Experience
Deadline:	July 15, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution to approve a SIP Loan for construction of the Chas Dental Clinic
Background/History:	
<p><i>Resolution for a \$912,000 SIP Loan to finance the final phase of construction of the Chas Dental Clinic.</i></p> <p><i>Total Cost of the project is \$ 2,147,000 being funded by a Department of Commerce Grant and CDBG funding and SIP dollars not to exceed \$ 912,000.</i></p> <p><i>Debt service payments for this SIP will be funded with the future lease payments made by CHAS which will occupy the finished space to provide dental services in the East Central Community.</i></p>	
Budget Impact:	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact:	
<p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



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: 7/15/20

Type of expenditure: Goods ☐ Services ☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source: Resolution

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, WASHINGTON

CHAS EAST CENTRAL DENTAL CLINIC PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2020 (TAXABLE)

RESOLUTION NO. 2020-0050

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$912,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the CHAS East Central Dental Clinic Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED _____, 2020

PREPARED BY:

MCALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

CHAS EAST CENTRAL DENTAL CLINIC PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2020 (TAXABLE)
RESOLUTION NO. 2020-0050

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CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2020-0050—

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$912,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the CHAS East Central Dental Clinic Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the Community Health Association of Spokane has requested a loan from the Spokane Investment Pool (“SIP”) in the amount of not to exceed \$912,000 to temporarily finance a portion of the costs of the acquisition, construction and installation of the CHAS Dental Clinic at East Central; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing a portion of the costs of the acquisition, construction and installation of the CHAS East Central Dental Clinic Project (as defined below); and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure the interfund loan obligation to the SIP with a bond issued by the City.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. Definitions. As used in this resolution the following words shall have the following meanings:

Annual Debt Service for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

Asset Management Fund means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay a portion of the costs of the CHAS East Central Dental Clinic Project.

Bond means the City of Spokane CHAS East Central Dental Clinic Project Limited Tax General Obligation Bond, Series 2020 (Taxable), issued pursuant to this resolution in the aggregate principal amount of not to exceed \$912,000 to establish and secure the interfund loan facility authorized herein.

Bond Owner or Registered Owner means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

Bond Registrar means the Treasurer or any successor appointed by the Treasurer.

Bond Year means the twelve (12) month period beginning on the date of issuance of the Bond.

CHAS East Central Dental Clinic Project means the acquisition, construction and installation of a 4,000 square foot dental clinic with seven (7) operatories, centrally and strategically located on the shared campus of the MLK Center and SE Daycare center.

City means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

City Council means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

Maturity Date means a date not to exceed five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the date of issuance of the Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Plan of Capital Acquisitions. The CHAS East Central Dental Clinic Project will be undertaken in accordance with specifications, contracts and lease agreements approved by the Mayor and the City Council or their designees from time to time.

It is hereby provided that the CHAS East Central Dental Clinic Project shall be subject to such changes and additions as may be authorized by the City Council during the annual budget process. Presently, the total estimated cost of the CHAS East Central Dental Clinic Project does not exceed \$912,000 over the five year scheduled acquisition period.

Section 3. Authorization and Description of Bond. To finance a portion of the costs of the CHAS East Central Dental Clinic Project, the City shall issue a taxable limited tax general obligation bond of the City to the Spokane Investment Pool (the “SIP”) in the principal amount of not to exceed \$912,000 (the “Bond”) to establish and secure an interfund loan facility with the SIP of not to exceed \$912,000. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$912,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing December 1, 2020. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP

shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

Section 4. Sale of Bond.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Asset Management Fund for the capital acquisition purposes of the CHAS East Central Dental Clinic Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Option for Early Call.* At its sole discretion, the SIP may call the Bond on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2020, if it intends to call the Bond on the succeeding August 1 (the "Early Call Date"). The Bond may be paid in full on the Early Call Date in cash or with proceeds of a refunding bond.

(c) *Prepayment.* The Bond may be prepaid, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

Section 5. Application of Bond Proceeds. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the CHAS East Central Dental Clinic Project and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the "Project Fund"). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of a portion of the costs of the CHAS East Central Dental Clinic Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund.

The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the CHAS East Central Dental Clinic Project or pay costs of issuance of the interfund loan secured by the Bond.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money in the SIP from the Asset Management Fund and other legally-available funds of the City in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the

Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 9. Form of Bond. The Bond shall be in substantially the following form:

NO. R-____ UNITED STATES OF AMERICA \$912,000

STATE OF WASHINGTON
CITY OF SPOKANE
CHAS EAST CENTRAL DENTAL CLINIC PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2020 (TAXABLE)

INTEREST RATE: Variable, as described herein

MATURITY DATE: [December 1, 20____]

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE
INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: NINE HUNDRED THOUSAND AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2020-0050, adopted by the City Council on _____, 2020 (the "Bond Resolution"), to establish and secure an interfund loan to pay a portion of the costs of acquiring and constructing the CHAS East Central

Dental Clinic Project. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the _____ day of _____, 20____.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the CHAS East Central Dental Clinic Project Limited Tax General Obligation Bond, Series 2020 (Taxable) of the City dated _____, 20__ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

Section 10. Ongoing Disclosure. The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this ____ day of _____, 2020.

CITY OF SPOKANE
Spokane County, Washington

Breean Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel

CITY OF SPOKANE, WASHINGTON

CHAS EAST CENTRAL DENTAL CLINIC PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2020 (TAXABLE)

RESOLUTION NO. 2020-0050

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ADOPTED _____, 2020

PREPARED BY:

MCALOON LAW, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON

CHAS EAST CENTRAL DENTAL CLINIC PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2020 (TAXABLE)
RESOLUTION NO. 2020-0050

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WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing a portion of the costs of the acquisition, construction and installation of the CHAS East Central Dental Clinic Project (as defined below); and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

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Maturity Date means a date not to exceed five years from the date of issuance of the Bond.

Permitted Investments means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

SIP means the Spokane Investment Pool.

SIP Internal Lending Rate means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the date of issuance of the Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

Treasurer means the Treasurer of the City, or any successor to the functions of the Treasurer.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

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Section 2. Plan of Capital Acquisitions. The CHAS East Central Dental Clinic Project will be undertaken in accordance with specifications, contracts and lease agreements approved by the Mayor and the City Council or their designees from time to time.

It is hereby provided that the CHAS East Central Dental Clinic Project shall be subject to such changes and additions as may be authorized by the City Council during the annual budget process. Presently, the total estimated cost of the CHAS East Central Dental Clinic Project does not exceed \$912,000 over the five year scheduled acquisition period.

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The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP

shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

Section 4. Sale of Bond.

(a) *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Asset Management Fund for the capital acquisition purposes of the CHAS East Central Dental Clinic Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Option for Early Call.* At its sole discretion, the SIP may call the Bond on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2020, if it intends to call the Bond on the succeeding August 1 (the "Early Call Date"). The Bond may be paid in full on the Early Call Date in cash or with proceeds of a refunding bond.

(c) *Prepayment.* The Bond may be prepaid, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

Section 5. Application of Bond Proceeds. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the CHAS East Central Dental Clinic Project and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the "Project Fund"). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of a portion of the costs of the CHAS East Central Dental Clinic Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund.

The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the CHAS East Central Dental Clinic Project or pay costs of issuance of the interfund loan secured by the Bond.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money in the SIP from the Asset Management Fund and other legally-available funds of the City in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the

Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 9. Form of Bond. The Bond shall be in substantially the following form:

NO. R-____ UNITED STATES OF AMERICA \$912,000

STATE OF WASHINGTON
CITY OF SPOKANE
CHAS EAST CENTRAL DENTAL CLINIC PROJECT
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2020 (TAXABLE)

INTEREST RATE: Variable, as described herein

MATURITY DATE: [December 1, 20____]

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE
INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: NINE HUNDRED THOUSAND AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the "City"), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2020-0050, adopted by the City Council on _____, 2020 (the "Bond Resolution"), to establish and secure an interfund loan to pay a portion of the costs of acquiring and constructing the CHAS East Central Dental Clinic

Project. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the _____ day of _____, 20____.

CITY OF SPOKANE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the CHAS East Central Dental Clinic Project Limited Tax General Obligation Bond, Series 2020 (Taxable) of the City dated _____, 20__ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as
Bond Registrar

By _____/s/_____

Section 10. Ongoing Disclosure. The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this ____ day of _____, 2020.

CITY OF SPOKANE
Spokane County, Washington

Breean Beggs, Council President

ATTEST:

Terri L. Pfister, Clerk

Mayor

(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

Laura D. McAloon, Bond Counsel



Agenda Sheet for City Council Meeting of:
07/27/2020

Date Rec'd	7/10/2020
Clerk's File #	RES 2020-0051
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 625-6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - ADOPTING THE CITY OF SPOKANE WATER CONSERVATION MASTER PLAN

Agenda Wording

A resolution adopting the 2020 City of Spokane Water Conservation Master Plan.

Summary (Background)

This resolution adopts the 2020 Water Conservation Master Plan. This resolution also establishes a water resource conservation group, comprised of local stakeholders, to provide recommendations on conservation targets & key strategies for the 2021 update to the Water Conservation Master Plan, drought response measures, and a River Vision Plan.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> PIES Comm., 7/27/20
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		



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 NO. 2020-0051

A Resolution to adopt the 2020 Water Conservation Master Plan.

WHEREAS, the state of Washington, under the authority of RCW 43.20.050, has adopted a regulation (WAC 246-290-830), which requires municipalities to design and adopt water conservation plans to increase water use efficiency; and

WHEREAS, in response, the City of Spokane enacted SMC 13.045.030(G), which requires the City to adopt a Water Conservation Master Plan in compliance with state law; and

WHEREAS, Spokane's per capita water use is 202 gallons per day compared to the national median of 79 gallons per person per day; and

WHEREAS, the City aims to avoid future water infrastructure investment as the population grows by reducing per capita water consumption; and

WHEREAS, by reducing water consumption, the City of Spokane will help protect our city's most precious natural resource, the Spokane River, and mitigate negative impacts climate change will and is already having on the ecosystem of the River, including impacts to the Spokane Valley-Rathdrum Prairie Aquifer which has many hydrologic connections with the Spokane River.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council adopts the 2020 Water Conservation Master Plan; and

BE IT ALSO RESOLVED that the Council establishes a Water Resource Conservation Group, comprised of local stakeholders, to provide recommendations on the following:

1. Conservation targets & key strategies for the 2021 version of the Water Conservation Master Plan to be made available for public comment by February 2021, and adoption in April 2021;
2. Drought response measures; and
3. River Vision Plan.

ADOPTED by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

City Attorney

CITY OF SPOKANE WATER CONSERVATION MASTER PLAN



City of Spokane
Water Department

Executive Summary



Plan Overview

The Water Conservation Master Plan presents goals, targets, strategies and actions to conserve our water supply and to sustainably manage it for future generations. The variety of water conservation activities provides an opportunity to reduce demand while minimizing customer sacrifice and have been selected based on their pumping reduction potential for a reasonable cost.

Water system operation improvements to reduce distribution system loss, to improve meter accuracy, and to utilize tiered rate structuring are included in the Spokane Water System Plan. The Water Conservation Master Plan builds on those strategies, focusing on utility sponsored programs that help customers reduce their water use (programmatically conservation). The savings that occur due to plumbing codes/standards when customers replace older, less-efficient fixtures are considered within the strategies of this plan.

Activities that reduce indoor water use primarily impact the year-round base water use, while efforts that reduce outdoor water use target the peak season increased use. Both indoor and outdoor efforts will impact the peak season water use by lowering the base and assisting in shaving the peak. Figure 1 shows how the peak season water use can be impacted by either "shaving the peak" or "shaving the base".

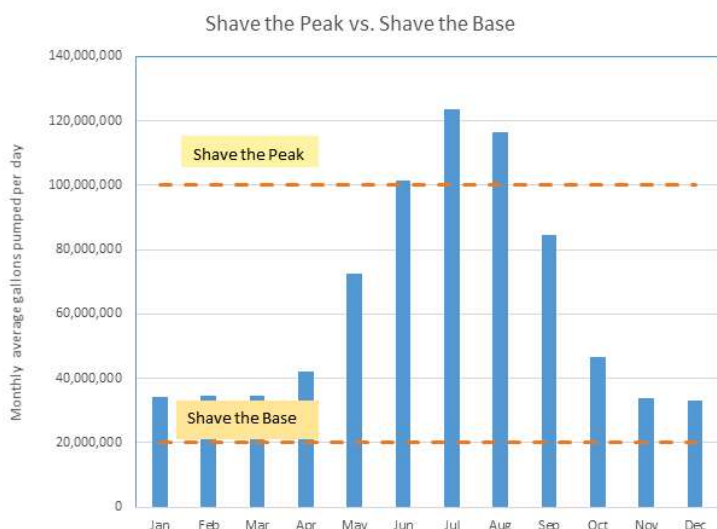


Figure 1: Shave the Base vs. Shave the Peak

Overarching Goals and Targets

The Water Conservation Master Plan centers on the achievement of the following overarching goals:

- 1. Growth without Additional Pumping:** balance increasing number of connections system-wide with reductions in consumption to ultimately eliminate or defer potential capital expense.
- 2. Reduction in Seasonal Demand Peaks:** peak seasonal demand relies on the distribution capacity of our system and in some areas, requires just-in-time water service. Keeping demand within the storage capacity of our system is safer, more reliable, and more cost-effective.

As our community's priorities shift, technologies change, and new knowledge is revealed, the plan will undergo a continual process of monitoring, evaluation, and evolution to keep pace with changing needs.

Water Use Efficiency

The City of Spokane addresses water efficiency through both the supply and demand sides of the water system. Water loss control programs (supply) fall under the umbrella of evaluation and reduction of Distribution System Loss (DSL). Components of this strategy include: pipe condition assessment, leak detection, system water audits, meter replacement program, and measurement of water consumption through authorized and unauthorized use from hydrants.

Our current conservation program addresses consumer water demand in the following ways: education, facility efficiency improvements, rebate programs, operational standards, a wastewater conservation credit for the lowest 20% of indoor water users and an inclined block water consumption rate structure.

In order to ensure a reliable, sustainable, resilient water supply while our economy and population grow, new policy will be needed. Regulations, ordinances and permitting policies have proven to significantly reduce water use throughout the nation. An overview of successful municipal irrigation restrictions has been provided in the appendix. To significantly address current and future water consumption, implementing water wise policies will effectively protect and sustain our water supply.



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Introduction



A River Runs Through It

Living in the Inland Northwest provides us with four beautiful seasons, year-round recreational opportunities and a stunning backdrop of low-slung mountains, coniferous forest and, during certain times of the year, a fierce and roaring river.

The Spokane River supported the early life of tribes and settlers with food, commerce and drinking water. As our small town grew and many others around it, our supply became degraded by human contamination.

Discovery of a prolific aquifer beneath our feet changed our source of water in 1907. It wasn't until recently that we began to understand the aquifer and its interdependent relationship with the river. Substantial studies from the USGS and the region's public water providers show us that the Spokane River is the largest recharge source of the aquifer and it is also its largest point of outflow.

For many years, our water supply was thought of as "infinite" and the quality "too pure".

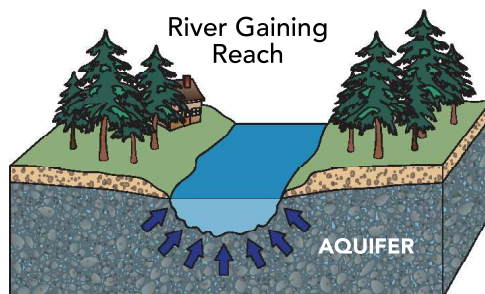


Figure 2: Water flows into the river through the bottom or through springs on the banks of the river.

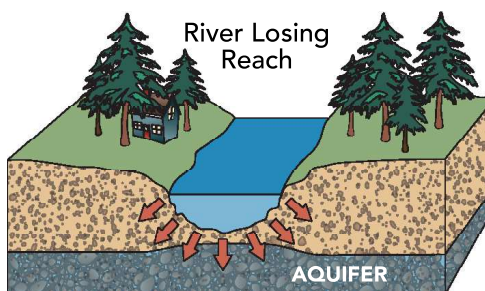


Figure 3: In these areas the water seeps out of the bottom of the river and recharges the SVRP aquifer.

Our water system has grown to accommodate population growth and the community's love of green landscapes. We now recognize that we don't have an endless supply of water, and we and we are not the same community that we first served when the Water Department was created more than 135 years ago.

Spokane is characterized as a high-desert climate, and during the summer months of the year, we can experience long periods without precipitation with high temperatures. The year 2015 brought us our worst case example: a significantly decreased snow-pack, abnormally warm spring temperatures, and an early runoff meant that we saw our river at its lowest level during the summer critical demand period. We also experienced difficulty pumping water from some of our more shallow wells.

Let us use 2015 as the impetus to use our natural resources more wisely and recognize their value. Each time we use water is an opportunity to make a deliberate choice to use this precious resource responsibly.

The availability of this resource ensures we will have clean and sufficient water to drink, trees to shade our streets, gardens to grow, and parks to play in. The water that flows from our taps makes our life in Spokane bountiful.



Our Water Source:

The Spokane Valley Rathdrum Prairie (SVRP) aquifer is the sole source of water to more than 600,000 residents in the Inland Northwest. It underlies the eastern, central, and northern portions of the City and primarily flows from the east to the west and north, following the general topographic surface of the Spokane valley. Recharge of the SVRP aquifer is primarily from the Spokane River, area lakes and infiltration of rainfall. Given that the City of Spokane is directly dependent upon supply from the aquifer, it is critical for the City to understand and plan for the risks associated with potential changes in aquifer levels and water quality.

Although the SVRP aquifer is highly productive and highly transmissive, it is not inexhaustible. The Spokane River and SVRP aquifer are hydraulically connected. The gaining reaches of the Spokane River are the largest outflow source of the aquifer, while the losing reaches of the Spokane River remains the largest source of water to the SVRP aquifer. This gain in flow is vital for the ecological function of the river, supports recreation and tourism, and protects historic and cultural resources. Pumping less water from the aquifer, especially during summer months, could potentially mean more water available for the gaining reaches of the river.

Spokane Water System

The water system has seven well stations with 14 wells and 27 well pumps, 25 booster pump stations with 72 booster pumps, 22 pressure zones with 34 reservoirs, and more than 1,000 miles of water main. Well stations draw drinking water directly from the aquifer. The water is pure enough to be pumped directly from the ground without any treatment. Chlorine is added to the water to ensure that quality is maintained throughout the distribution system.

To pump water up to storage tanks and reservoirs, booster stations are used to help move the well water from lower elevations. To meet customer needs, the system has more than 100 million gallons of water storage capacity. The amount of water stored in a given tank depends both on the demand for the area as well as the fire protection requirements.

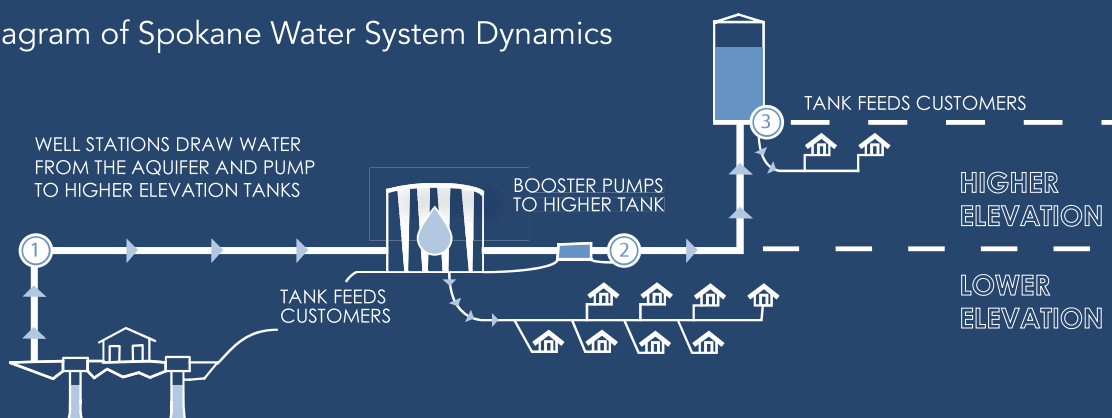
The wide variety of geographical features and substantial elevation changes found in and around the City, create the need for numerous water system pressure zones.

Within the City's service area, the south side of the City (South Hill) rises from the Spokane River to Moran Prairie and the western slopes of Browne's Mountain. Elevations range from the valley floor at 1,870 feet above sea level to about 3,000 feet. To the West, elevations vary from a low of 1,735 feet in the Latah (Hangman) Creek-Vinegar Flats area to 2,580 feet on the West Plains. The North side of the City (generally north of the Spokane River) experience elevations that range from 1,683 feet to 2,145 feet. Also on the North side is a plateau known as the Five Mile Prairie, a prominent geographical feature. Elevations of the prairie range from 2,145 feet at its base, to 2,400 feet on the plateau.

Aquifer Levels Impact on Pumping

Water supply is reliant upon the aquifer levels at our wells, which are at a fixed depth - based on well construction. Low aquifer levels impact our ability to distribute water efficiently throughout the system. These system characteristics make water conservation an even more critical component of the City of Spokane's long-term goals of sustainability, social responsibility, and affordability (Triple Bottom Line).

Figure 4: Diagram of Spokane Water System Dynamics





Customer Profile

Water Use Characteristics

Water use characteristics and customer sectors are important in designing a water conservation program that fits our customer base and consumption patterns. Water consumption for the City of Spokane Water Service Area is 53% single family, 14% multi-family, 24% commercial, 5% institutional, and 4% City parks and recreation facilities.

- The single family sector includes residential detached homes, duplexes, planned developments and mobile home parks.
- Multi-family consists of residential buildings with 3 units or more.
- Commercial sector includes a wide variety of buildings and water use from small restaurants to large industrial complexes and private golf courses.
- Institutional accounts include city/county/state/federal governmental buildings and grounds, public and private educational facilities, non-city owned private parks and play-fields.
- Park accounts include all city-owned parks and golf courses.

Table 1: Customer Sector Accounts & Consumption

	Sector	Number of Accounts	2018 Annual Consumption (mg)
	Single Family (SF)	66,482	9,553
	Multi-Family (MF)	2,504	2,564
	Commercial/Industrial	5,848	4,410
	Institutional	643	988
	Parks	277	716
	Total	75,754	18,105

Figure 5: Accounts Sector Split

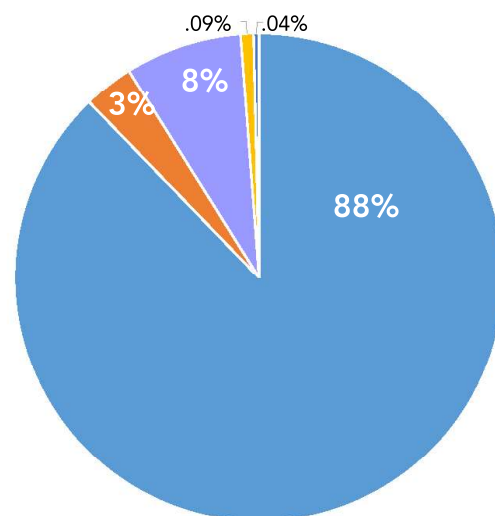
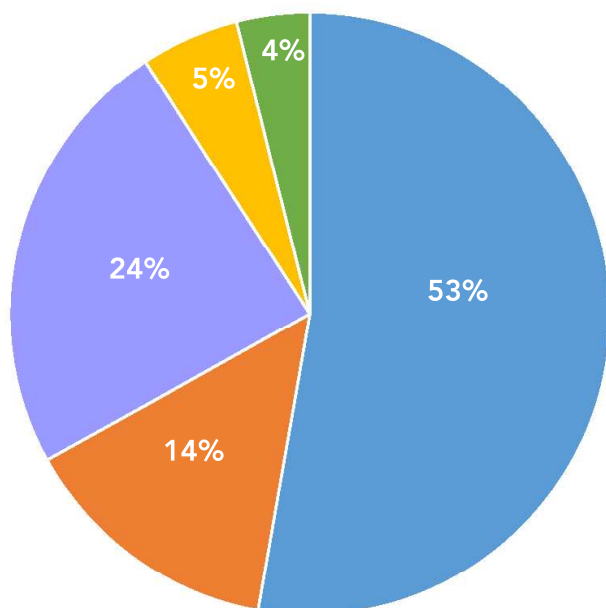


Figure 6: Consumption Sector Split



Characteristics Analysis

- The single family sector is a great target for the conservation program because it represents the largest portion of consumption (53%) and the vast majority of accounts (88%) and has a large savings potential.
- The multi-family sector has a much smaller percent of accounts (3%) compared to its consumption (14%) and could provide a good return on investment of resources.
- The commercial/industrial sector is a good target for the conservation program because of its sizable portion of consumption (24%).
- Together, the institutional and parks accounts make up 9% of the consumption and just over 1% of customer accounts. However small, conservation activities in this sector have the ability to visibly demonstrate government's commitment to natural resource conservation and influence decision making.



Housing Stock Characteristics

The type and age of housing in the Spokane service area is important to choosing appropriate water conservation hardware and identifying behavior changes to promote throughout the program. National toilet and showerhead standards first took effect in 1994, and buildings constructed before this period could have pre-code hardware. Information on housing type and age was provided from the U.S. Census Bureau 2013-2017 American Community Survey 5-year estimates. Note that due to the complexity of our entire service area, only data reported for the City of Spokane have been reviewed.

Housing Types (2017)

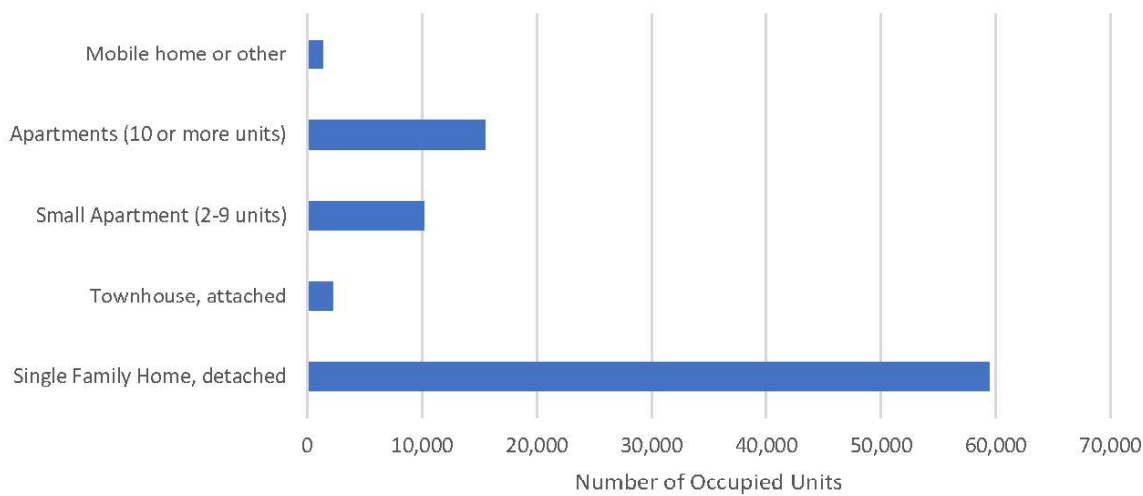


Figure 7: Housing Types

Single family homes are the predominant housing type, followed by larger apartment buildings.

Year Housing Structures Were Built

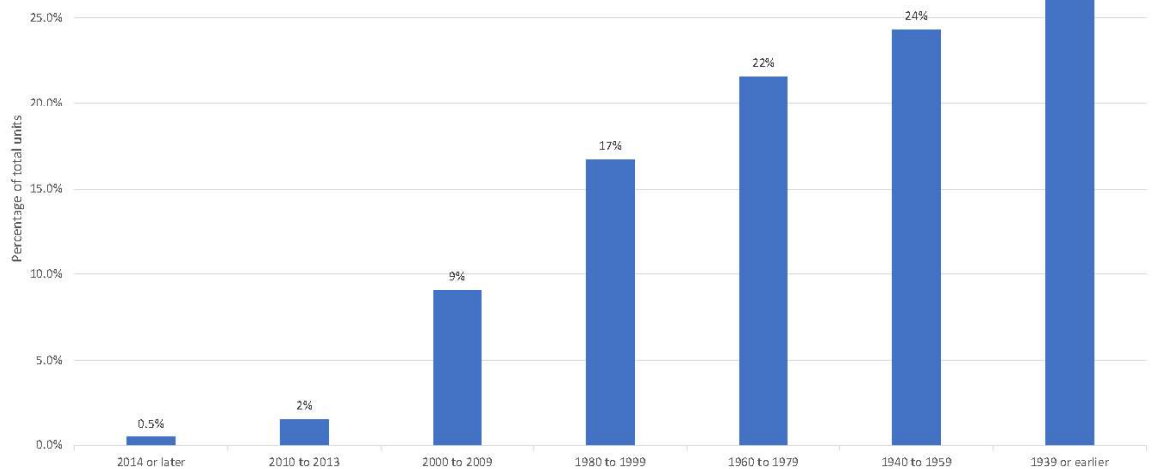


Figure 8: Housing Age

Most of the existing housing stock was built before the plumbing code was updated, 73% of housing structures were built before 1980.



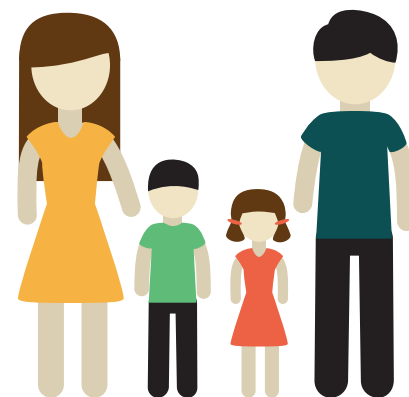
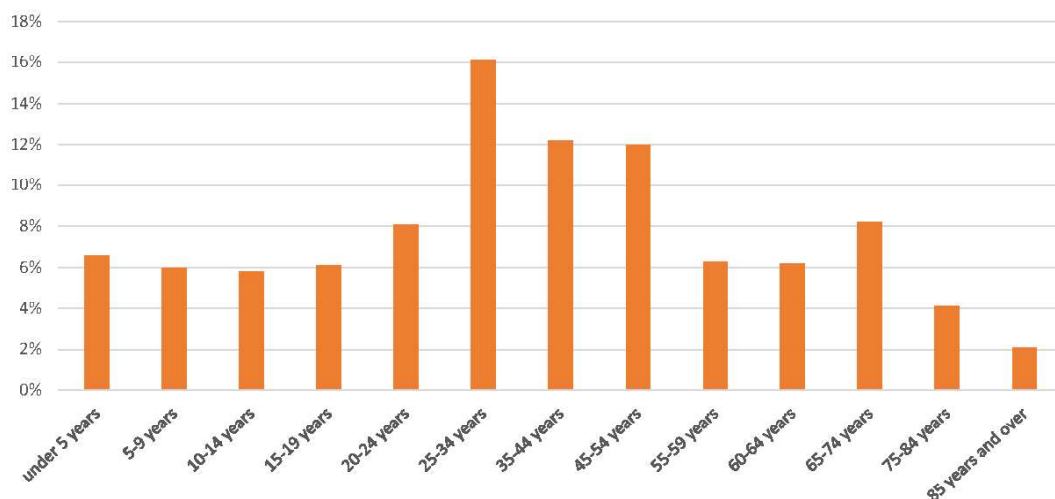


Customer Profile

Customer Demographics

The demographics of our customers is paramount to designing a water conservation program and activities that fit those characteristics. Data was obtained from the U.S. Census Bureau 2013-2017 American Community Survey 5-year estimates.

Figure 9: Age Distribution



Age: The 25-54 age groups each represented a higher percentage of the population than youth and senior groups.

Education: Customers that have a high-school diploma and/or attended but did not complete college represent the majority of our adult population.

Figure 10: Educational Attainment of Population ≥ 25yrs old

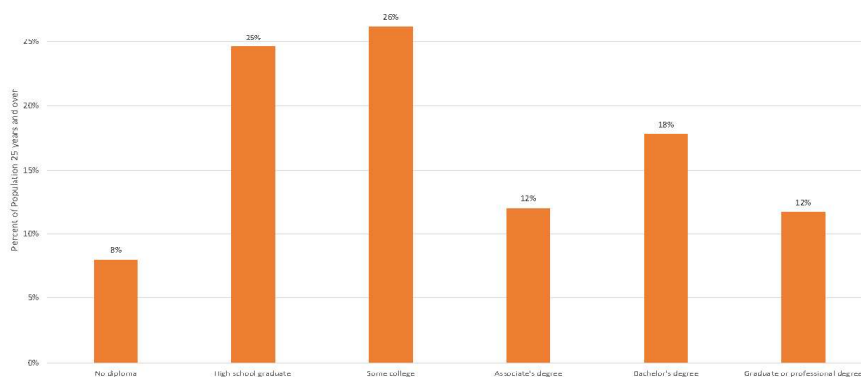
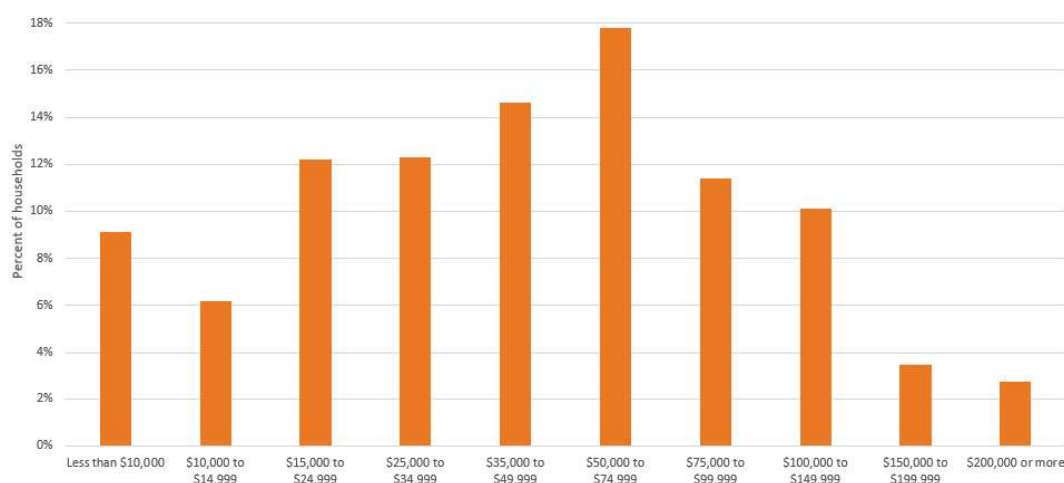


Figure 11: Household Income



Income: The average household income in Spokane is \$62,092 compared to the United States' average of \$77,713. Income plays a significant role in an individual's motivation or ability to participate in conservation activities. Providing financial and technical assistance will help customers at all income levels participate.



Historic Conservation Efforts

Original Conservation Driver

Since 2003, State municipal water laws have asked public water systems in Washington to maintain or create a water use efficiency program in order to demonstrate to the State that the purveyor is being a responsible steward of their inherent water rights. The City of Spokane has complied with the law by publicly establishing water savings goals, striving to meet a standard of no more than 10% system water loss, metering all connections, performing leak detection, establishing conservation rate structures and implementing customer education.

In 2006, the City adopted the Water Stewardship Strategic Plan, which set goals as a per capita (per person) seasonal reduction in pumping. The goals were based on total pumpage for all uses including residential, commercial, industrial, and government, and are expressed on a per capita basis. Goals were specified for seasonal periods of October through March, April through June, and July through September.

Current Goals and Program

In 2014, the City of Spokane updated the annual water use efficiency goals based on metered consumption instead of measured pumping and are associated with a specific customer segment (RES 2014-0043). The indoor residential goal has been consistently met since 2014, and in most years the outdoor goals have not been met.

Table 2: 2014 Water Use Efficiency Goals

	Reduction Goal	Time Measured
1	0.5% Reduction in SF Residential Indoor	Dec 15 – February 14
2	2% Reduction in SF Residential Outdoor	July 15 – September 14
3	2% Reduction in Commercial /Industrial Outdoor	July 15 – September 14
4	2% Reduction in Governmental Outdoor	July 15 – September 14

Table 3: Water Use Efficiency Goal Results 2014-2019. Goal is measured as daily gallons consumed per connection.

Year	1 Goal / Actual (gal/day)	2 Goal / Actual (gal/day)	3 Goal / Actual (gal/day)	4 Goal / Actual (gal/day)
2014	122 / 122	516 / 513	4,318 / 4,325	4,921 / 4,759
2015	121 / 120	516 / 562	4,232 / 3,837	4,822 / 4,772
2016	121 / 119	492 / 564	4,147 / 3,975	4,726 / 5,822
2017	120 / 118	479 / 638	4,064 / 4,602	4,631 / 5,410
2018	119.6 / 115	467 / 617	3,983 / 4,088	4,539 / 5,745
2019	119 / 113	455 / 553	3,904 / 3,947	4,448 / 5,189

City of Spokane Water Department's current conservation efforts include:

Water System: Leak detection, distribution system loss (reduction 1.75 bg/year from 2012-2018), water audits, improved meter accuracy, tiered rate structure.

City Owned Parks: Indian Canyon (16.8 mg saved in 2019) and Esmeralda golf course irrigation improvements, Manito Park turf

reduction and irrigation system, converting Manito Koi Pond to recirculating system, controls for splash pads that limit the run time, irrigation design standards.

Customer Program: the City offers education and technical assistance, giveaways in the form of efficient showerheads (limiting flow to 2

gpm), kitchen sink aerators (1 gpm), bathroom sink aerators (1 gpm), and toilet dye tabs to test for leaks. Outdoor water saving tools include: SpokaneScape Turf Replacement Rebate Program, soil moisture meters, hose timers, rain barrels, and garden hose nozzles with repair parts.



Conservation Master Plan Development Strategy

Water conservation is important to the Spokane community for many reasons:

- Conservation programming could delay or eliminate the need for system expansion and capital costs.
- Conservation measures have potential to impact river flows during dry months.
- Conservation provides us with sustainability and resiliency planning given anticipated climate variability.
- Conservation planning efforts and activities meet the City's legal obligations to conserve and also provide us with better guidance to meet our goals (WAC 246-290-830).
- The development of a Water Conservation Master Plan is a joint Mayor/Council initiative supported both by state requirement and Council Ordinance (C35630).

The Conservation Master Plan has been developed with the support of two internal committees and the Sustainability Action Subcommittee (SAS).

- Advisory Committee:** The advisory committee is comprised of cross-departmental leadership engaged to provide guidance and strategic oversight of the program's direction, attainability, and financial sustainability.
- Technical Committee:** The technical committee has been engaged to provide cross-departmental review of cost and operations inputs.
- SAS: Sustainability Action Subcommittee:** The sustainability action subcommittee is a council-appointed advisory group comprised of volunteer stakeholders around the Spokane community.
- Table 4 shows the additional stakeholders/influencers and variables that were considered in creating the Water Conservation Master Plan.

Table 4: Plan Development Considerations

Stakeholder	Interest in Conservation Plan
Customers/ Rate Payers	*Assistance with utility bills *Increases in population *Desire to keep bills low
Spokane City Council	*Desire for sustainability and affordability throughout the City of Spokane *Positive customer feedback
State Department of Health	*Requirements for compliance *Can change requirements
Tribes	*Water for aquatic life and habitat protection
Environmental Groups	*Sustainable water supply, water conservation
Influence	Consideration in Conservation Plan
Plumbing Code	*Continuously improving efficiency standards for fixtures; as homes are updated, efficiency improves over time
Avista's conservation programming	*Partnering on showerhead distribution and education outreach
MySpokane Customer Service	*Tools to help promote conservation through billing, website, and customer interactions
Climate Variability	*Has the potential to affect water supply and demand
Large areas in Spokane County for development	*Newer homes will have more efficient plumbing *Opportunities to install low-water use landscaping *Population growth could support more commercial growth *West Plains PDA - if developed without conservation in mind could cause costly capital improvements
Rates	*Rates influence the amount of water consumed

The program has been designed under the following criteria:

- SAVES WATER:** Each element is reasonably expected to contribute to water savings in the near-term or longer-term.
- ALL CUSTOMERS:** The program will have offerings for all customer classes to participate.
- FIXTURE UPGRADES & BEHAVIOR:** The program should maximize efficiency by promoting new technology and behavior changes.
- INDOOR & OUTDOOR:** The program will have offerings to achieve both indoor and outdoor efficiencies.
- CUSTOMER COST SHARE:** Financial incentives can provide the motivation for individuals to participate in efficiency measures and reward positive behavior.
- BEYOND-CODE:** Move customers to levels that are more efficient than current plumbing code to maximize water savings.
- PARTNERSHIPS:** The program will work to leverage partnerships that help increase participation and reduce costs. Potential partners include other water and energy utilities, home-improvement stores, and community-based organizations.
- See [Appendix](#) for a list of all considered incentivized conservation activities.



Conservation Master Plan

The variety of water conservation activities provides an opportunity to reduce demand while minimizing customer sacrifice and have been selected based on their pumping reduction potential for a reasonable cost.

VISION: Reliable, Sustainable, Resilient Water Supply

Spokane water customers and City facilities are using water efficiently, new development construction is designed to minimize water use, and fixtures in existing developments have been upgraded to maximize water efficiency.

Goals	Key Performance Indicators	Strategies
Service Area Growth without Additional Pumping (total overall base consumption). <i>Annual consumption decreases from 2018 levels despite population and economic growth.</i>	Annual: 10 million gallons conserved for all participants	S2-S5
	Annual Residential (SF/MF): 5,000 gallon reduction per participating connection	S3-S4
	Annual City: 2 million gallon reduction for all city-owned properties	S5
	Annual Commercial: 200,000 gallon reduction per participating connection	S4
	Annual: 30 education events	S8
	Annual: 1,400 rebates issued	S2-S4, S8
	Long-Term: Conserved 500 million gallons by 2030	S1-S8
	Long-Term: 5% reduction in per capita consumption by 2030	S1-S8
Reduction in Seasonal Demand Peaks (outdoor consumption)	Annual: Reduction in MDD (maximum day demand) during active growing season	S1-S3, S5-S8
	Long-Term: 15% reduction in seasonal peak demand by 2030	S1-S8

MDD: Maximum day demand is the quantity of water supplied during the highest-use day of the year

CORRESPONDING STRATEGIES

S1	Target pressure zones with highest impact (could be due to cost of distribution, risk exposure, system capacity, redundancy, etc)
S2	Work with high water users within all customer classes to maximize results
S3	Financial Incentives for Outdoor Conservation
S4	Financial Incentives for Indoor Conservation
S5	City-Owned Facility Program
S6	Development Policies Targeting Responsible and Consistent Growth
S7	Technological Advancements: Enhanced data accuracy and monitoring
S8	Education and Technical Assistance



Conservation Master Plan

S1: Target pressure zones with highest impact.

Outlying pressure zones have the highest peaking factors and the highest cost to the City to provide water service. As demand or connection accounts increase within the pressure zone over time, more existing storage must be dedicated to emergency storage. Outreach activities will be focused in the high cost/high risk pressure zones identified below.

Priority Actions

S1-A	Target high risk pressure zones (just in time delivery and/or extremely high per capita consumption) with educational outreach, technical assistance, incentive opportunities.
S1-B	Target high cost pressure zones (determined by pumping): Southview, Eagle Ridge 1 & 2, Woodridge, Glenaire, West Plains, Kempe.
S1-C	Landscaping and irrigation standards for new development.

S2: Work with high water users within all customer classes to maximize water use efficiency.

High water users present substantial opportunities for water conservation; identify impediments and barriers for customers to use water wisely.

Priority Actions

S2-A	Evaluate the top 50 users per customer sector on a biannual basis, comparing lot size and water use to determine if efficiency improvements could be made.
S2-B	Make contact with top 50 users annually with technical assistance and incentive opportunities.
S2-C	Implement water use efficiency incentives (See S3 and S4) with a minimum of 5 customers per sector annually.



S3: Residential, Multi-Family, Commercial Financial Incentives for Outdoor Conservation

The Alliance for Water Efficiency (AWE) Water Conservation Tracking Tool version 3.0 (Tracking Tool) was used to evaluate the benefit and costs for utilities in implementing water conservation activities. The Tracking Tool has a library of 30 defined water conservation activities. These activities have 21 parameters. These parameters have predefined values that can be supplemented with utility specific data if they are available. The following activities have been selected for water customers based on cost effectiveness, staff availability and impact on peak demand:

Priority Actions

S3-A	Implement financial incentive program using utility inserts, press releases, outreach events and social media avenues to advertise. (Cross-cutting strategy: S2-B)
S3-B	Irrigation Controller Rebate (Single Family): Residential customers who purchase a WaterSense approved irrigation controller can submit a receipt and receive a \$100 credit on their utility bill post verification of installation.
S3-C	Irrigation Controller Rebate (Multi-Family): Customers who purchase a WaterSense approved irrigation controller can submit a receipt and receive a \$500 credit on their utility bill post verification of installation.
S3-D	SpokaneScape Turf Replacement Program: Residential customers who remove turf and replace with drought tolerant plants, low-volume irrigation and mulch are eligible for a credit of \$0.50/sq ft, up to \$500.
S3-E	SpokaneScape Turf Replacement for Commercial Properties: customers who remove turf and replace with drought tolerant plants, low-volume irrigation and mulch are eligible for a credit of \$0.50/sq ft, up to \$2,500.
S3-F	Efficient Nozzle Replacement: Single Family customers that swap out sprinkler heads for rotary nozzles with built in pressure regulation are eligible for a \$4/nozzle credit.

Table 5: Outdoor Conservation Financial Incentives

ACTIVITY	ANNUAL WATER SAVINGS PER UNIT (gallons)	ANNUAL NUMBER OF UNITS	REBATE AMOUNT	ANNUAL PROGRAM COST	TOTAL ANNUAL GALLONS SAVED	WATER SAVINGS/ INVESTED DOLLAR (gallons)
Irrigation Controller -SF	10,805	100	\$100	\$10,000	1,080,500	108
Irrigation Controller- MF	43,221	10	\$500	\$5,000	432,210	86
SpokaneScape - SF	11,440	100	\$500	\$50,000	1,144,000	23
SpokaneScape- MF/ COM	28,600	10	\$2,500	\$25,000	286,000	29
Efficient Nozzles -SF	300	1,000	\$4	\$4,000	300,000	75
TOTALS	94,366	1,220	-	\$94,000	3,242,710	

SF: Single Family Customers; MF: Multi-Family Customers; COM: Commercial



Conservation Master Plan

S4: Residential, Multi-Family, Commercial Financial Incentives for Indoor Conservation

Both indoor and outdoor efforts will impact the peak season water use, by effectively lowering the base and assisting in shaving the peak. Indoor conservation will reduce flow to the wastewater collection systems and provide interceptor relief, allowing for more capacity at the treatment plant and at critical points in the collection system. The following activities have been selected using the AWE Water Conservation Tracking Tool based on cost effectiveness, staff availability and impact on year-round consumption:

Priority Actions

S4-A	Implement financial incentive program using utility inserts, press releases, outreach events and social media avenues to advertise. (Cross-cutting strategy: S2-B, S3-A)
S4-B	Low-Flow Showerheads (SF/MF): WaterSense labeled showerheads (1.5 gpm) will be purchased and available for customers at the customer service counter in City Hall, community events, and other locations.
S4-C	High-Efficiency Toilets (SF/MF): Customers who purchase a WaterSense approved toilet (1.28 gpf or less) can submit their receipt and receive a \$100 credit on their utility bill post verification of installation.
S4-D	High-Efficiency Toilets (COM): Customers who purchase a WaterSense approved toilet or urinal (1.28 gpf or less) can submit their receipt and receive a \$100 credit on their utility bill post verification of installation.
S4-E	Cooling Tower Conductivity Controller: Customers who purchase and install a conductivity controller (increases the amount of times water will re-circulate through cooling tower) are eligible for a \$695 credit.

Table 6: Indoor Conservation Financial Incentives

ACTIVITY	ANNUAL WATER SAVINGS PER UNIT (gallons)	ANNUAL NUMBER OF UNITS	REBATE AMOUNT	ANNUAL PROGRAM COST	TOTAL ANNUAL GALLONS SAVED	WATER SAVINGS/ INVESTED DOLLAR (gallons)
Low-Flow Showerhead-SF/MF	2,062	500	\$6	\$3,000	1,031,000	344
High Efficiency Toilets- SF	9,541	500	\$100	\$50,000	4,770,500	95
High Efficiency Toilets-MF	13,644	500	\$100	\$50,000	6,822,000	136
High Efficiency Toilets-COM	13,020	100	\$100	\$10,000	1,302,000	130
Cooling Tower Conductivity Controller - COM	209,880	10	\$695	\$6,950	2,098,800	302
TOTALS:	248,147	1,610	-	\$119,950	16,024,300	

SF: Single Family Customers; MF: Multi-Family Customers; COM: Commercial Customers



S5: City-Owned Facility Program

Establish the City of Spokane as a model within our community and to other communities by implementing, practicing, and demonstrating water efficiency on all City properties. This will demonstrate our commitment to conservation and to a sustainable future.

Priority Actions

S5-A	Develop landscape and irrigation standards for City properties and projects.
S5-B	Conduct facility water audits - inventory existing equipment to identify and plan efficiency upgrades.
S5-C	Offer financial incentives for efficiency upgrades.
S5-D	Continue to build relationships with Parks and Grounds maintenance crews to foster a positive attitude toward conservation.
S5-E	Offer educational courses and irrigation efficiency trainings/certifications for appropriate City staff.
S5-F	Nozzles: Irrigated City properties will swap out sprinkler heads for rotary nozzles with built in pressure regulation. Ordered in bulk can cost \$3.50/ nozzle, labor costs of installation are not included
S5-G	Irrigation Controllers for Parks: Large landscape controllers that use technologies to improve efficiency (ie: centralized computer control, moisture sensor, rain shut-off switches).
S5-H	High Efficiency Toilets: Replacement of 3.5 gpf toilets with WaterSense approved toilet or urinal (1.28 gpf or less). Cost includes installation.
S5-I	Sink Aerators: City facilities will be inventoried and existing aerator that is >1.5 gpm will be replaced.
S5-J	SpokaneScape Demo Gardens: Turf replacement at existing, high traffic landscaped areas with drought tolerant plants, low-volume irrigation and mulch.
S5-K	Facility Audit: Private contractor will analyze 5-8 city facilities, provide minute reads on water consumption and identify resolutions to eliminate water waste.

See next page for table of activities.



Conservation Master Plan

Currently the full program is in development and the intention of the conservation team is to dedicate resources annually to this body of work. The first year's slate of activities are listed below:

Table 7: City-Owned Facility Activities

ACTIVITY	ANNUAL WATER SAVINGS / UNIT (gallons)	ANNUAL NUMBER OF UNITS	INCENTIVE	ANNUAL PROGRAM COST	TOTAL ANNUAL GALLONS SAVED	WATER SAVINGS/ INVESTED DOLLAR
Nozzles	300	500	-	\$2,000	150,000	75
Irrigation Controllers	43,221	2	\$10,000	\$20,000	86,442	4
Toilet-Replace & Install	13,020	100	250	\$25,000	1,302,000	52
Sink Aerators	<i>Data collection in process</i>			\$3,000	-	-
SpokaneScape Demo Gardens	Varies/sf	1	-	\$30,000	-	-
Facility Audit	-	-	-	\$50,000	-	-
TOTALS:	-	-	-	\$130,000	-	-

S6: Development Policies Targeting Responsible and Consistent Growth

Adopting cost-effective water use efficiency codes and standards are a critical component of the City of Spokane's long-term goals of sustainability, social responsibility, and affordability.

Priority Actions

S6-A	Evaluate, update or establish building, planning, landscape, irrigation, and stormwater codes for water efficiency.
S6-B	Evaluate options and viability for water conservation and reuse through stormwater management or advanced wastewater treatment.
S6-C	Engage SAS in water use policy review and potential regulation development.

S7: Technological Advancements

Enhanced data accuracy and monitoring is a valuable tool for all customers to help manage their water consumption.

Priority Actions

S7-A	Conduct a forensic billing analysis annually. Identify billing system anomalies and systematic data handling errors to target high users and to reduce unauthorized consumption.
S7-B	Evaluate options for smart meter technology to improve customer self monitoring and leak detection.



S8: Education and Technical Assistance

Education is key to changing societal norms and behaviors toward conservation, and technical assistance can provide customers the tools needed to accomplish conservation activities.

Priority Actions

S8-A	Partner with high water users in all customer sectors to maximize water efficiency.
S8-B	Facilitate public education of all ages on water conservation at community events, neighborhood meetings, classrooms and city-hosted classes.
S8-C	Utilize social media platforms to facilitate communication about water conservation per capita goals and strategies. Recognize and promote leaders in conservation and showcase businesses, schools and individuals that are taking action.
S8-D	Implement education campaign related to water conservation and utilize it to grow participation and awareness of City financial incentive programs.
S8-E	Encourage voluntary drought response measures to the public through social media platforms and campaign activities by communicating low river flows and strategies to reduce consumption and improve river health.
S8-F	Research low or no-cost leak detection and repair for low-income customers.
S8-G	Update the City's "Slow the Flow" conservation webpage to provide pertinent information on rebate incentives and other program components.
S8-H	Develop and update the City's "SpokaneScape" turf-removal rebate webpage to encourage water-wise landscaping in the community.
S8-I	Collaborate with existing community groups to effectively implement strategies and spread awareness. Potential partners include other water utilities, energy utilities, home-improvement stores, community-based organizations and professional organizations.
S8-J	Expand upon the City's Environmental Programs dashboard to track internal water use and increase efficiency awareness across all City departments.
S8-K	Develop and facilitate water conservation courses for City staff and host annually.
S8-L	Develop and implement a water-wise or SpokaneScape commercial and industrial certification program.
S8-M	Design and construct SpokaneScape demonstration gardens throughout service area.
S8-N	Develop and distribute a guide for enhancing water-use efficiencies on landscapes and irrigation systems.
S8-O	Develop and distribute a water-wise plant list specific to Spokane's climate and soil conditions.
S8-P	Develop and distribute landscape template guide for commercial, residential and institutional properties.
S8-Q	Utilize utility billing software to show the relationship between water consumption and entire utility bill.



Conservation Budget, Staffing, Evaluation & Reporting

Budget:

The annual budgets for a 6-year program are shown below. It is divided into FOUR categories: Rebates, O&M (conservation staff), City Facility Program conservation activities and Contractual Services. The budget is all inclusive and pays for City conservation staff time, rebates to customers, contractors, marketing, and all other expenses.

YEAR	REBATES	O&M	CITY FACILITY PROGRAM	CONTRACTUAL SERVICES	TOTAL
2020	\$213,950	\$125,000	\$130,000	\$50,000	\$518,950
2021	\$213,950	\$125,000	\$130,000	\$50,000	\$518,950
2022	\$213,950	\$125,000	\$130,000	\$50,000	\$518,950
2023	\$213,950	\$125,000	\$130,000	\$50,000	\$518,950
2024	\$213,950	\$125,000	\$130,000	\$50,000	\$518,950
2025	\$213,950	\$225,000	\$130,000	\$50,000	\$618,950

Staffing:

The City of Spokane currently has two full-time staff members assigned to the conservation program. Moving forward, Utility Billing Staff will play a large supporting role facilitating residential rebate processing and reporting. Existing Conservation Staff positions are shown below.

#	TITLE	POSITION DESCRIPTION
1	Water Conservation Coordinator	Overall program planning and management, commercial rebates and education/technical assistance, evaluation, marketing, research, data analytics
2	Water Efficiency Specialist	Landscape rebates, education/technical assistance, landscape program evaluation and planning

Evaluation:

The Water Conservation Team will monitor the progress of the Water Conservation Master Plan implementation on an ongoing basis, evaluating and tracking the progress of key performance indicators.

commercial, institutional, government, permitted hydrant use, and intertie accounts.

- ◆ Total budget dollars used in the Conservation Program and estimated water savings
- ◆ Percentage and number of gallons lost by the water distribution system
- ◆ Per capita consumption for all customers in the water service area

Progress Reporting:

In accordance with State (WAC 246-290-810) and Council requirements (ORD C35630), the Water Department will provide an annual written report each February that provides for the previous 5 years the following information:

- ◆ Total number of gallons pumped to each customer sector with its associated revenue and costs. Sectors include: Single family, multi-family,

Plan Updates:

Within one year of adoption, each defined strategy will be further developed following a SMART logic model (Specific, Measurable, Achievable, Realistic, Time-bound) and actions will be assigned City of Spokane staff ownership.



Implementation Plan

Within 20 months of adoption of the Water Conservation Master Plan, a council appointed Water Conservation Taskforce will develop community drought response measures which will be presented to council for its inclusion to the plan.

The Water Department will work with internal staff and community members to update the plan every 5 years. This five-year update schedule will ensure that the plan can respond to environmental changes and reflect actual results. Any updates to the Water Conservation Master Plan will go through the City Council approval process before taking effect.

2020 Implementation Plan:

The 2020 Water Conservation Master Plan was developed and reviewed by City of Spokane staff, in conjunction with the Sustainability Action Sub-Committee (SAS). Once the plan has been adopted by Spokane City Council with a public hearing, a press-release will be issued to inform the public. Following Council adoption, water conservation staff will attend neighborhood community council meetings to share the content of the plan, and continue to educate the community on the goals and associated activities established by the plan.

2020 Pilot Program Timeline:

	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
CONTENT DEVELOPMENT							
Create Rebate Platform/ Update Website							
Research Target Customers							
Build Partnerships							
MARKETING & ADVERTISING							
Press Release							
Blog Posts							
Social Media Platforms							
Water Wise Spokane Ad Campaign							
OUTREACH							
Neighborhood Council Meetings							
Community Events							
City-Hosted Online Landscaping Classes							
CITY-OWNED FACILITY PROGRAM							
Facility Inventory Audits							
Identify Irrigation Projects							
REPORTING							
3rd Quarter KPI's							
Report to Council (Feb 2021)							

Appendix



Table 8: Subtotal of all Incentivized Conservation Activities

ACTIVITY	ANNUAL WATER SAVINGS PER UNIT (gallons)	ANNUAL NUMBER OF UNITS	REBATE AMOUNT	ANNUAL PROGRAM COST	TOTAL ANNUAL GALLONS SAVED	WATER SAVINGS/ INVESTED DOLLAR (gallons)	ANNUAL WASTE-WATER IMPACT (gallons)
Low-Flow Showerhead-SF/MF	2,062	500	\$6	\$3,000	1,031,000	344	1,031,000
High Efficiency Toilets-SF	9,541	500	\$100	\$50,000	4,770,500	95	4,770,500
High Efficiency Toilets-MF	13,644	500	\$100	\$50,000	6,822,000	136	6,822,000
High Efficiency Toilets-COM	13,020	100	\$100	\$10,000	1,302,000	130	1,302,000
Cooling Tower Conductivity Controller - COM	209,880	10	\$695	\$6,950	2,098,800	302	2,098,800
Irrigation Controller -SF	10,805	100	\$100	\$10,000	1,080,500	108	-
Irrigation Controller-MF	43,221	10	\$500	\$5,000	432,210	86	-
SpokaneScape- SF	11,440	100	\$500	\$50,000	1,144,000	23	-
SpokaneScape- MF/ COM	28,600	10	\$2,500	\$25,000	286,000	11	-
Efficient Nozzles -SF	300	1,000	\$4	\$4,000	300,000	75	-
CITY OWNED PROPERTY PROGRAM							
Efficient Nozzles	300	500		\$2,000	150,000	75	-
Irrigation Controllers	43,221	2	\$10,000	\$20,000	86,442	4	-
Toilet-Replace & Install	13,020	100	250	\$25,000	1,302,000	52	1,302,000
Sink Aerators	Data collection in process			\$3,000	-	-	
SpokaneScape Demo Gardens	Varies by sq footage	TBD		\$30,000	-	-	-
Facility Audit	-	-	-	\$50,000	-	-	-
SUBTOTAL OF KNOWN VALUES:	399,054	3,433	-	\$343,950	20,805,452	-	17,326,300

SF: Single Family Customers; MF: Multi-Family Customers; COM: Commercial Customers



Activities Considered:

The Alliance for Water Efficiency (AWE) Water Conservation Tracking Tool version 3.0 (Tracking Tool) was used to evaluate the benefit and costs for the utilities in implementing water conservation activities. The Tracking Tool has a library of 30 defined water conservation activities. These activities have 21 parameters. These parameters have predefined values that can be supplemented with utility specific data if it is available.

The following 12 activities were considered, using the model, for inclusion in the new conservation program:

Table 9: Conservation Activities Considered

ACTIVITY	ANNUAL WATER SAVINGS PER UNIT (gallons)	ANNUAL NUMBER OF UNITS PROGRAMMED	ANNUAL PROGRAM COST	ANNUAL TOTAL GALLONS SAVED	ANNUAL WASTEWATER IMPACT
LF Showerhead- SF	2,062	500	\$3,000	1,031,000	1,031,000
LF Showerhead -MF	1,898	250	\$1500	474,500	474,500
HE Toilets- SF	9,541	500	\$50,000	4,770,500	4,770,500
HE Toilets- MF	13,644	500	\$50,000	6,822,000	6,822,000
HE Toilets- CII	13,020	100	\$10,000	1,302,000	1,302,000
Clothes Washers -SF	5,000	50	\$12,500	250,000	250,000
Cooling Tower Conductivity Controller - COM	209,880	10	\$6,950	2,098,800	2,098,800
Irrigation Controller -SF	10,805	100	\$10,000	1,080,500	-
Irrigation Controller- MF	43,221	10	\$5,000	432,210	-
Irrigation Controller- Parks	43,221	2	\$20,000	86,442	-
Turf Replacement- SF	11,440	100	\$50,000	1,144,000	-
Efficient Nozzles -SF	300	1000	\$4,000	300,000	-

SF: Single Family Customers; MF: Multi-Family Customers; COM: Commercial Customers



Municipal Irrigation Restrictitons & Demand Reduction Summary

The table below summarizes the research from the Alliance for Water Efficiency's study, *Use and Effectiveness of Municipal Irrigation Restrictions During Drought*. Within this study, voluntary conservation did not generate statistically significant savings and messaging and enforcement were found to be best practices and essential components to achieving a significant reduction in seasonal water demand. Case study participants successfully reduced annual demand by 18%-30% and peak monthly demand by 20%-42% through a combination of mandatory demand management measures. In two case studies, demand reductions achieved during the drought were maintained with little rebound through the on-going implementation of restrictions.

This study recommends that the design of irrigation restrictions be specific to the local region; in Texas 2 days/week restrictions are only mildly constraining because they receive more, evenly distributed frequent rainfall and most customers were already watering at that frequency. In parts of California 3 days/week restrictions are considered mildly constraining and 2 days/week restrictions saw large reductions in demand.

An executive summary of the study can be found here: www.allianceforwaterefficiency.org/sites/www.allianceforwaterefficiency.org/files/assets/AWE_Drought_Restrictions_Study_Executive_Summary_Final.pdf

City/State	Mandatory Watering Restrictions	Intensity of Restrictions & Demand Reduction Average Spring/Fall	Intensity of Restrictions & Demand Reduction Average Summer
Austin, TX Annual Precip: 32-34" Population: 1 million	Seasonal irrigation restrictions with enforcement; restrictions limit the number of days/week irrigation is allowed.	2008-2016: 2 days/week: 10% reduction 1 day/week: 14% reduction	2008-2016: 2 days/week: 11% reduction 1 day/week: 21% reduction
Plano, TX Annual precip: 22-40" Population: 1.7 million	Seasonal irrigation restrictions with enforcement; restrictions limit the number of days/week irrigation is allowed.	2011-2015: 2 days/week: Did not produce savings 1 day/week: 17% reduction 1 day/ 2 weeks: 18% reduction	2011-2015: 2 days/week: Did not produce savings 1 day/week: 17% reduction 1 day/ 2 weeks: 32% reduction
Hayward, CA Annual precip: 18" Population: 160,000	Seasonal irrigation restrictions with enforcement; restrictions limit the number of days/week irrigation is allowed. Water Waste Prohibition (<i>non-essential uses: irrigation runoff, washing of outdoor hardscapes, hoses w/o shut-off nozzle, etc</i>)	2014-2017: 2 days/week: 15% reduction	2014-2017: 2 days/week: 21% reduction Mandatory Prohibition of Water Waste: 15% reduction
Los Angeles, CA Annual precip: 15" Population: 4 million	Seasonal irrigation restrictions with enforcement; restrictions limit the number of days/week irrigation is allowed.	2014-2017: 3 days/week: 13% reduction	2014-2017: 3 days/week: 15% reduction
Sacramento, CA Annual precip: 20" Population: 500,000	Seasonal irrigation restrictions with enforcement; restrictions limit the number of days/week irrigation is allowed.	2014-2017: 2 days/week: 25% reduction	2014-2017: 2 days/week: 29% reduction
Visalia, CA Annual precip: 11" Population: 145,000	Seasonal irrigation restrictions with enforcement; restrictions limit the number of days/week irrigation is allowed.	2014-2017: 3 days/week: 9% reduction 2 days/week: 16% reduction	2014-2017: 3 days/week: 18% reduction 2 days/week: 22% reduction



ORD C35630

ORDINANCE NO. C35630

An ordinance relating to future and renewed water intertie agreements; enacting a new chapter 13.045 to the Spokane Municipal Code.

WHEREAS, the City of Spokane is a regional water purveyor pursuant to the Spokane County Coordinated Water System, Washington State Department of Health, the City of Spokane Comprehensive planning documents and state law; and

WHEREAS, wholesale water supply exchanges between local water purveyors are anticipated by the Washington State Department of Health's Office of Drinking Water, the Spokane County Coordinated Water System, the City of Spokane Comprehensive Plan, and the City of Spokane Comprehensive Water System Plan; and

WHEREAS, state law provides that such wholesale water supply where appropriate can be used for: long-term water supply, to supplement a limited supply of water, to provide water when there is limited capacity, to provide water to meet a peak, or to assist during an emergency situation; and

WHEREAS, state law requires that a coordinated water resource and system plan for an area "shall provide for maximum integration and coordination of public water system facilities consistent with the protection and enhancement of the public health and well-being;" and

WHEREAS, neighboring water purveyors can protect the public by establishing intertie agreements to help ensure the continuous availability of a safe and reliable drinking water supply to all customers; and

WHEREAS, the City currently has intertie agreements with six water purveyors identified within the County Coordinated Water System; these agreements will need to be updated over time, and the potential for other interties exists; and

WHEREAS, the City of Spokane is the largest water purveyor with the most complex system in the region and, as such, has the ability to efficiently and effectively provide water to adjoining purveyors that is safe, reliable, and protects the national resource and environment, allowing the City to assist its smaller water system neighbors; and

WHEREAS, the City is committed to good stewardship practices for its water resources to protect not only the quantity but the quality of water in our region; the City also has identified a strategy and goal around "Smart Use of Water Resources for Economic Growth" as part of its City Council adopted Joint Administration-Council 6-Year Strategic Plan; and

WHEREAS, the City also is committed to enhancing resiliency, and through its Comprehensive Plan, encourages working with adjacent jurisdictions and other water purveyors to facilitate consistent provision of water services and coordinated responses to emergencies; and

WHEREAS, the City recognizes that it derives 100% of its water from the Spokane Valley Rathdrum Prairie Aquifer ("SVRPA"); and

WHEREAS, pumping from the SVRPA may, at certain low flow times of the year, reduce water in the form of ground (aquifer) water inputs to the Spokane River in gaining reaches; and

WHEREAS, aquifer inflow into the Spokane River is important for maintaining the health, wellbeing and viability of the Spokane River and the overall water resource; and,

WHEREAS, an increasing population and climate variability creates competition for scarce water resources that would normally flow through the Spokane River; and

WHEREAS, the Spokane River has experienced decreased flows in late Summer and early Fall months; and

WHEREAS, reducing or limiting new well development that taps into the Aquifer will preserve ground water and prevent contamination of the water supply which is a benefit of providing wholesale water supply to neighboring purveyors; and

WHEREAS, the City recognizes the importance of encouraging and implementing long term conservation measures to support and protect the water resource as well as the health of the Spokane River; where such flows support related wildlife, recreational, and economic activity associated with the River; and

WHEREAS, in order to meet these goals, the City of Spokane intends to be a leader of efforts by all SVRPA pumpers in reducing water use and preserving River flows; and



Appendix

WHEREAS, the City is pursuing its goal to support sufficient flows in the Spokane River during certain low flow times of the year and encourages prudent conservation measures that will provide resiliency to all water supplies in the greater Spokane region; and

WHEREAS, the City also strives to have consistent and understandable policies when dealing with neighboring jurisdictions and water purveyors.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new chapter 13.045 of the Spokane Municipal Code to read as follows:

Chapter 13.045 Intertie Agreements and Water Rights

Section 13.045.010 Purpose

The purpose of this Chapter is to codify a consistent and predictable approach to renewed, revised, or new water intertie agreements to ensure ongoing conservation and protection of water resources, especially in the Spokane Valley and Rathdrum Prairie Aquifer.

Section 13.045.020 Definitions

- A. Emergency Water Supply means unanticipated or unexpected and sudden event requiring additional short term supply of water from the City of Spokane under terms and conditions as specified in the Agreement between the parties as to duration and volume.
- B. In-stream Flow Rule means the Instream Flow rule for the Spokane River as established by Washington State Department of Ecology in Chapter 173- 557 WAC.
- C. Supplemental Water Supply means long term supply of water which is an addition to a wholesale water purveyor's existing water supply to provide additional water on a routine basis.

Section 13.045.030 Intertie Contract Components

All renewed, revised or new water intertie agreements shall include the following provisions:

- A. A maximum term no longer than twenty years for supplemental supply and five years for emergency supply, inclusive of renewal options;
- B. Required five year agreement reviews within any term for supplemental supply and two years for any emergency supply, including the right of the City to cancel agreements after such review if the water purveyor is not in compliance with the terms of the agreement, including contractually required conservation measures;
- C. Definition of maximum water flow rates and maximum annual water volumes for supplemental and emergency water supply;
- D. A description of the historical and current water supply situation that forms the basis of the terms of the agreement and the proposed future water supply planning. ;
- E. Water provided under the contract is for the use in the water purveyor's designated service area and the water purveyor shall not wheel or wholesale any water received from Spokane beyond what is set out in their water system plan or an agreement existing at the time the contract is signed without first obtaining written permission from the City of Spokane.
- F. Provisions regarding collaboration on system loss and efficiency measures within the wholesale water purveyor's infrastructure that meets state standards;
- G. All Parties must have an existing written water conservation plan with specific reasonable goals and are required to implement and maintain annual water conservation, reduction of system loss in accordance with Chapter 246-290 WAC and efficiency measures with a measurable goal of reducing the annual amount of water consumed per capita year over year especially during Summer and early Fall consistent with state law. The plan will include program effectiveness consultations at least every three years, including documentation of changes in total gallons used and per capita use on an annual and seasonal basis by customer class;
- H. All Parties shall participate in any drought response water conservation measures triggered by weather conditions and/or Spokane River flows as may be developed and adopted by the City for all retail and wholesale customers with a methodology for reasonable notice included in the contract; and



- I. A written acknowledgement in the contract that the wholesale water supply may be curtailed or interrupted due to drought, low flows in the Spokane River, or shortage pursuant to such reasonable rules and measures adopted by the water department that are consistent with city code, adopted plans, and state law.

Section 13.045.040 Water Charges

- A. Charges for water will be as established by the wholesale purveyor rate set out in SMC 13.04.2014.
- B. Intertie agreements shall include clear delineation of costs that are the responsibility of the water purveyor, including capital and construction costs, and those that are the responsibility of the City of Spokane.

Section 13.045.050 Water Rights and Seasonal Flow Goals

- A. The City of Spokane shall not sell or transfer any water rights without the approving vote of City Council. The City upon approval of City Council may acquire available water rights if it would be prudent to do so for the purpose of protecting the resource for system resiliency purposes, and/or operational efficiency as provided by Chapter 35.21 RCW.
- B. The City Council will use the best available evidence and science to set written appropriate minimum seasonal river flow goals for the portion of the Spokane River flowing through the City of Spokane in respect to City operations only. Appropriate minimum flow goals set by the City Council may exceed the minimum standard as established by Washington State Department of Ecology in Chapter 173- 557 WAC. Such goals are not intended to overlap the legal jurisdiction of the State of Washington.
- C. The City is committed through its policies and environmental sustainability plan to substantially conserve water and reduce per capita consumption across the City's water distribution system as set out in the City's Water System Plan and water use efficiency goals that are established by City Council Resolution. In order to achieve the City's water use efficiency goals, the City will provide budget support for the following operational and maintenance efforts and policy framework that will improve and protect the regional delivery system's natural water resources, efficiency and effectiveness, including flows in the Spokane River:
 1. Conservation educational programming and technical advice;
 2. Implementation of conservation measures on city owned property;
 3. Programs supporting water conservation equipment and irrigation reduction for all customers;
 4. Water re-use programs;
 5. Seasonal irrigation efficiency and reduction measures; and
 6. Other innovations that will support water conservation goals and increased flows in the Spokane River.
- D. The City's policy is to adhere to its river flow goals by following its conservation measures and efficiency plans developed by the water department, which may include implementing seasonal irrigation measures in accordance with the City's policies and procedures. Within twenty months of the adoption of this chapter, the City shall develop and periodically update a comprehensive plan and clear policies and procedures applicable to all customers and classes to achieve its water conservation goals.

Section 13.045.060 Reporting

The Water Department shall provide a written report each February to the City Council that provides for the previous five years, the total number of gallons pumped by the City to each class of customer, including but not limited to residential, commercial and intertie agreements; the revenue from each class of customer and associated costs; the amount of money spent on conservation; the estimated number of gallons of water saved on an annual basis from new City of Spokane conservation efforts; the percentage and number of gallons lost by the water distribution system; the per capita consumption for all customers of the City's water service; and other information that will assist the Council in evaluating the goals of increasing river flows and decreasing the amount of water consumed per capita each year across the City of Spokane's water distribution system.

Passed by City Council July 9, 2018
Delivered to Mayor July 12, 2018



Appendix

WAC 246-290-810

WAC 246-290-810 Water use efficiency program. (1) Water system plans and small water system management programs submitted for approval for the first year after the effective date of this rule, must describe the municipal water supplier's existing water use efficiency program. The municipal water supplier must continue existing levels of water use efficiency.

(2) Subsections (3) and (4) of this section apply to:

(a) Water system plans submitted to the department for approval under WAC 246-290-100 one year after the effective date of this rule.

(b) Small water system management programs developed and implemented or submitted to the department for approval one year after the effective date of this rule.

(3) Municipal water suppliers shall develop and implement a water use efficiency program which includes sufficient cost-effective water use efficiency measures to meet the water use efficiency goals developed under WAC 246-290-830.

(4) Municipal water suppliers shall complete the following items in the water use efficiency program:

(a) Describe the current water use efficiency program;

(b) For systems serving one thousand or more total connections, estimate the amount of water saved through implementation of the water use efficiency program over the prior six or more years; the estimate may include the entire approval period of the most recent water system plan required under WAC 246-290-100;

(c) Describe the chosen water use efficiency goals and document the goals were established in accordance with WAC 246-290-830;

(d) Evaluate water use efficiency measures to determine if they are cost-effective as follows:

(i) Evaluate or implement, at a minimum, the number of water use efficiency measures specified in Table 13 based on the system's total number of connections.

(ii) Evaluate or implement water use efficiency measures from the following categories of measures if they are applicable: Indoor residential, outdoor, and industrial/commercial/institutional.

(iii) For systems serving less than one thousand total connections, describe the evaluation process used to select water use efficiency measures.

(iv) For systems serving one thousand or more total connections, include the following criteria when evaluating water use efficiency measures:

(A) Quantitatively evaluate water use efficiency measures to determine if they are cost-effective from the system's perspective including the marginal costs of producing water.

(B) Address whether the water use efficiency measures are cost-effective if the costs are shared with other entities.

(C) Quantitatively or qualitatively evaluate water use efficiency measures to determine if they are cost-effective from the societal perspective.

Table 13

Number of connections	Less than 500	500-999	1,000-2,499	2,500-9,999	10,000-49,999	50,000 or more
Water use efficiency measures	1	4	5	6	9	12

(e) Describe all water use efficiency measures to be implemented over the next six or more years, including a schedule and a budget that demonstrates how the water use efficiency measures will be funded. Purveyors may submit a schedule and budget for the entire water



system plan approval period, if the approval period is longer than six years;

(f) Describe how consumers will be educated on water use efficiency practices;

(g) Estimate projected water savings from selected water use efficiency measures;

(h) Describe how the water use efficiency program will be evaluated for effectiveness;

(i) Evaluate water distribution system leakage as follows:

(i) Include distribution system leakage annual totals in accordance with WAC 246-290-820 for each of the past six or more years. Purveyors shall submit distribution system leakage annual totals for the entire water system plan approval period if the approval period was longer than six years.

(ii) If necessary, include a copy of the water loss control action plan in accordance with WAC 246-290-820(4).

(iii) If all or portions of transmission lines are excluded when determining distribution system leakage, estimate the amount of leakage from the excluded portion of the transmission mains and describe how it is maintained to minimize leakage.

[Statutory Authority: RCW 43.20.050 and 70.119A.080. WSR 17-01-062, § 246-290-810, filed 12/14/16, effective 1/14/17. Statutory Authority: RCW 70.119A.180. WSR 07-02-025B, § 246-290-810, filed 12/22/06, effective 1/22/07.]



Agenda Sheet for City Council Meeting of:
07/27/2020

Date Rec'd	7/15/2020
Clerk's File #	RES 2020-0052
Renews #	
Cross Ref #	OPR 2020-0604
Project #	
Bid #	
Requisition #	MASTER

Submitting Dept	FIRE
Contact Name/Phone	DAVID STOCKDILL 625-7080
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	1970 - CONTROL SOLUTIONS NORTHWEST

Agenda Wording

Monitoring, maintenance & repair contract with Control Solutions NW, Inc. to perform public works HVAC maintenance at various Fire facilities. This contract is for July 1, 2020 to June 30, 2023 with the option of two (2) one year renewals.

Summary (Background)

The Spokane Fire Department operates four (4) separate facilities which require various HVAC maintenance and repairs. These four (4) facilities consist of 1)the Fire Department Maintenance Facility, 2)the Fire Training Admin Building, 3) the Fire Field House & 4) the Combined Communications Building.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ 180,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u> FAC 07/20/2020
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	dstockdill@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Fire Accounting
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper (Finance and Administration)

Division & Department:	Fire
Subject:	HVAC Monitoring, Service and Repair Contract for Combined Communications Building, SFD Training and SFD Maintenance/Inland Northwest Health Services (INHS)
Date:	July 20, 2020
Author (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Brian Schaeffer
Committee(s) Impacted:	Public Safety and Community Health; Finance and Administration
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner – obtain timely repairs and upgrades to fire stations and other facilities.</i>
Strategic Initiative:	Public Safety and Community Health
Deadline:	July 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Establish a multi-year contract with Control Solutions Northwest (CSN) for the Monitoring, Service and Repair of HVAC systems at Combined Dispatch, SFD Training and SFD Maintenance/INHS
Background/History: Control Solutions Northwest (CSN) has provided monitoring and service for the HVAC systems at these facilities and recently completed an upgrade to the control systems. Since much of this equipment is proprietary, (CSN is the regional Sole Source Provider of Schneider branded components) it makes sense for CSN to continue providing this service. The inclusion of repairs into the monitoring/service contract yields efficiencies in billing and cost savings for the City.	
Executive Summary: <ul style="list-style-type: none"> • Cost Savings—Combining monitoring, service and repair within one contract with a sole vendor simplifies invoicing and billing and reduces overall cost to the City. • Annual Cost— This is a five-year contract: three years initially with the option for, two, one-year extensions. A maximum annual expenditure of \$60,000 (including tax) was determined based on prior year expenditures. Approximately half of this amount is a fixed cost for monitoring and service. The other half is allocated for repair and is based on CSN hourly repair rates. A 25% increase over prior year repair expenditures was calculated as repair costs continue to increase as the equipment ages. 	
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: 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 June 2020 **Type of expenditure:** Goods ☐ Services ☒

Department: Fire

Approving Supervisor: Jay Atwood

Amount of Proposed Expenditure: \$60,000 annually

Funding Source: 1640-35351-28200-54802-99999 & 1970-35160-

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

Why is this expenditure necessary now?

The previous service contract with Control Solutions Northwest (CSN) has expired. SFD has been working to combine a service/monitoring and repair contract into one contract with CSN. Current events have delayed this process significantly.

What are the impacts if expenses are deferred?

Quarterly service must be accomplished to keep the facilities in proper working order. Much of this equipment is reaching the age where more maintenance is required and costs over the last several years have exceeded template contract dollar limits. Not having a multi-year contract has resulted in initiating Emergency Justifications when equipment fails and is too expensive to repair under a template contract.

What alternative resources have been considered?

City Facilities was prepared to perform the mechanical service work to help reduce expenditures to an outside vendor. However, since the control system equipment is proprietary, the vendor would still be required to perform maintenance on this portion of the system. When the costs were analyzed, it became apparent that it was not cost effective to split out the mechanical service work from the control maintenance, monitoring and repair work. Since CSN is the sole authorized

Description of the goods or service and any additional information?

Control Solution Northwest (CSN) will perform system monitoring, control system and mechanical system preventative maintenance and repair work on the HVAC systems at the following SFD facilities: SFD Maintenance/INHS at 1610 N. Rebecca St., SFD Training Admin and Field House at 1618 and 1614 N. Rebecca St. and the Combined Communications Center at 1620 N. Rebecca St.

Person Submitting Form/Contact: David Stockdill, Div. Chief SFD/435-7080

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

City Clerk's No. _____



City of Spokane

Preventative Maintenance AGREEMENT

Title: HVAC PREVENTATIVE MAINTENANCE, MONITORING AND REPAIRS FOR SPOKANE FIRE DEPARTMENT AND DISPATCH CENTER FACILITIES

This Contract is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City") and **CONTROL SOLUTIONS NORTHWEST, INC.**, whose address is 7222 East Nora, Spokane, Washington, 99212, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City of Spokane's Fire Department desires to provide for the care and maintenance of its HVAC system for Spokane Fire Department Facilities and Dispatch Center,

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

1. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Contractor's Support Services Agreement at Exhibit B, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Maintenance Agreement controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **PERFORM HVAC MAINTENANCE, MONITORING & REPAIRS** at:

1610 N. Rebecca INHS/SFD Maintenance Bld.
Center

1620 N. Rebecca Combined Dispatch

1618 N. Rebecca SFD Training Admin. Bld.

1614 N Rebecca Field House

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

2. TERM OF AGREEMENT

The term of this Agreement begins on July 1, 2020, and ends on June 30, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00)**, \$97,455.51 for Monitoring and Maintenance, and \$82,544.49 for HVAC repairs, including applicable taxes, in accordance with the billing rates stated in Contractors Quote, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract 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 Contract.

The Contractor shall submit its applications for payment to City of Spokane Fire Department., 44 West Riverside Avenue, Washington, 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

4. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor'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. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

6. 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 Contractor 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.

7. SOCIAL EQUITY REQUIREMENTS / 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. CERTIFICATE REGARDING 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.

9. INDEMNIFICATION.

The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

10. INSURANCE.

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

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

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 Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

15. ANTI KICK-BACK.

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.

16. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

17. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, 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.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **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 Contractor after the time the same shall have become due nor payment to the Contractor 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.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. 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.
- H. **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 Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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 by having legally-binding representatives affix their signatures below.

CONTROL SOLUTIONS NORTHWEST, INC.**CITY OF SPOKANE**

DocuSigned by:
By Tina Butori 7/7/2020
Signature 8F089E47DD8426... Date

Tina Butori
Type or Print Name

Administrator
Title

Attest:

City Clerk

DocuSigned by:
By Brian Schaeffer 7/7/2020
Signature 8991E54A3... Date

Brian Schaeffer
Type or Print Name

Fire Chief
Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B - Consultant's Scope of Work dated April 20, 2020

20-106-RR

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.

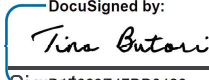
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Tina Butori Name of Certifying Official (Type or Print)	 Signature
Administrator Title of Certifying Official (Type or Print)	7/7/2020 Date (Type or Print)

EXHIBIT B



SUPPORT SERVICES AGREEMENT

CUSTOMER:

City of Spokane Fire Dept.
44 W. Riverside Ave.
Spokane, WA 99201

CSN:

Control Solutions Northwest, Inc.
7222 E Nora Ave
Spokane Valley, WA 99212

Services to be provided at the following Location(s):

1610 N. Rebecca INHS/SFD Maintenance
1618 N. Rebecca SFD Training Admin

1620 N. Rebecca Combined Dispatch Center
1614 N Rebecca Field House

CSN agrees to provide the support services described in this agreement in accordance with the following terms and conditions:

Services Agreement and Schedules include all schedules in this agreement and as indicated below:

- | | |
|---------------------------------------------------------------------|----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Air Filter Service | <input checked="" type="checkbox"/> FMS & DDC Software Support |
| <input type="checkbox"/> Fire/ Life Safety Services | <input checked="" type="checkbox"/> HVAC Support |
| <input type="checkbox"/> CCTV, Video Surveillance | <input type="checkbox"/> HVAC Equipment Schedule |
| <input type="checkbox"/> Alarm Monitoring Service | <input type="checkbox"/> Water Treatment Services |
| <input checked="" type="checkbox"/> DDC End-Device Hardware Support | <input type="checkbox"/> Additional Support Services |
| <input type="checkbox"/> FMS & DDC Hardware Support | <input checked="" type="checkbox"/> See Additions Page |

Terms and Payment

This Service Agreement shall begin on the 1st day of July, 2020, and shall continue for a period of 1 year(s) and from year to year thereafter until terminated.

After the initial term, this Support Service Agreement will remain in effect and either party may terminate this Agreement upon thirty calendar days written notice prior to the anniversary date of the Agreement. The contract price shall be subject to adjustment yearly to recognize any changes in costs. Adjustments will generally be consistent with US Department of Labor Employment Cost Index, but will not exceed 5% annually, unless the scope of services is amended by formal modification of this agreement. Notice of proposed adjustments to the annual price will be provided at least sixty calendar days prior to Agreement renewal date.

CSN agrees to furnish the services as described in this Agreement for the total annual sum of: \$28, 953.00 (Twenty-Eight Thousand Nine Hundred Fifty-Three and no 00/100) plus applicable taxes.

Year 2 option \$29,821.59

Year 3 option \$30,716.24

Invoices will be issued Quarterly as agreed. Payment will be made within 30 calendar days of invoice date.

This agreement, including the attached pages, special conditions, addendum, and attachments constitutes the entire agreement and shall become a valid contract after Customer acceptance and credit approval by CSN. This Agreement supersedes all prior presentations and agreements not incorporated herein.

This Agreement Submitted by
Control Solutions Northwest Inc

This Agreement is accepted by
City of Spokane

This Agreement approved by
Control Solutions Northwest Inc

By _____
Name Gary Roylance
Title Sales Manager
Date 6/4/2020

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____



GENERAL CONDITIONS

1. GENERAL This Agreement applies only to equipment installed prior to effective date of this Agreement and as described in this Agreement. Normal working hours (8 a.m. to 5 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise stated, including major repairs performed under this Agreement.

2. ACCESS It is agreed that the Customer shall provide reasonable means of access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, Company shall be permitted, with Customer's prior consent, to start and stop all primary equipment incidental to the operation of the mechanical system.

3. DAMPERS AND VALVES Removal and installation of dampers and valves are not covered under this Agreement, unless specifically provided for.

4. REPAIRS This Agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted to Customer for prior approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the Agreement price adjusted accordingly.

In the event Company is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Company's control, the Customer shall reimburse Company for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.

If equipment becomes non-repairable due to unavailability of replacement parts, Company will promptly notify Customer and then, at Company's option, may remove the equipment from the contract and Company will not be required to maintain or service such equipment as a part of this Agreement and the contract price shall be adjusted accordingly. However, Company will assist the Customer in replacing the equipment at prevailing service rates.

Customer is responsible for the replacement or repair of non-moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring.

5. MODIFICATIONS If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, Company, at its sole option, reserves the right to terminate or re-negotiate this Agreement based on the condition of the system after the changes have been made.

6. MONITORING SERVICES If monitoring services are provided herein, Customer acknowledges that Company provides no guarantee or liability over loss or damage that may occur due to monitoring device failure. In no event will Company's liability exceed the purchase price paid under this contract.

7. LIABILITY Company shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a negligent act of omission or commission by Company's agents, employees or subcontractors. Under no circumstances shall Company be liable for any incidental, special, or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. In no event shall Company's liability in warranty or contract exceed the purchase price paid under this contract.

8. INSURANCE Company will carry and maintain General Liability, Automobile Liability, and Worker's Compensation insurance with reputable insurance carriers authorized to do business in the state in which the activities will be performed and will provide Customer evidence of such insurance prior to the activities of Company's personnel on Customer's premises.

9. FORCE MAJEUR Company and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Company impractical: strikes, fires, war, late or non-delivery by suppliers of Company, and all other contingencies beyond the reasonable control of Company.

10. TAXES Customer shall pay, in addition to the contract price, the amount of all applicable taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this Agreement relates, exclusive of ordinary personal property taxes assessed against Company.

11. EXTRAS Company shall not be held responsible for service and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes. Customer shall pay extra for such service.

12. REQUIREMENTS OF AUTHORITIES Customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.

13. TERMINATION FOR NONPAYMENT Company reserves the right to suspend or terminate this Agreement for nonpayment by Customer; provided, Customer does not cure such payment default within ten (10) days of written notice by Company. In the event of such suspension or termination for nonpayment, Company shall be entitled to recover from Customer all costs for collection, including reasonable attorneys' fees, and interest (at the legally permitted limit not to exceed 1½% per month) incurred by Company in connection with any amount due Company from Customer.

14. ENTIRETY This agreement supersedes any prior negotiations, oral or written, and shall be binding on the parties' heirs, executors, administrators and assigns. No modifications may be made to this agreement unless in writing and executed by both parties' authorized representatives.



SUPPORT SERVICES AGREEMENT

SERVICES AGREEMENT

Control Solutions Northwest will service and support the system or equipment listed in the attached Schedule of Equipment or will service and support the system or equipment listed in these schematic drawings:

All products and systems installed under the Invensys Performance Contract, and as detailed on control drawing.

I. SCHEDULED SUPPORT SERVICES

1. Specially trained technicians, engineers and mechanics are available to perform the necessary tasks to ensure that your equipment and systems are properly supported.
2. Each piece of covered equipment receives an annual inspection and preventive maintenance as appropriate. In addition, periodic tests and adjustments are made to ensure efficient and reliable operation of other major components.
3. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep equipment operating at peak level.
4. Maintenance intervals will be determined by our experience, manufacturers' recommendations, usage, location and run-time intervals unless otherwise noted.
5. A service report will be completed after each call and provided to the Customer. A duplicate record will be kept at Control Solutions Northwest to update the history of the work performed.
6. A listing of typical service procedures is given in the attachments, which follow.

II. REPAIR SERVICES

If in the course of a service call, it is determined that a repair to the covered system or a replacement of a component within the system would be beneficial, the following repair coverage has been included:

Preferred Labor & Materials: Included? Yes ☒ No ☐

For non-covered services you will be advised of the defect. Subject to approval by an authorized agent of the Customer, work will be performed on a preferred time and material basis.

Priority Labor & Materials: Included? Yes ☐ No ☒

All of the necessary unscheduled emergency labor to restore, repair or replace the equipment on the list of maintained equipment during Control Solutions Northwest normal working hours is included. Any material replacement will be invoiced on a preferred pricing basis, unless comprehensive coverage is also included.

Comprehensive Coverage: Included? Yes ☐ No ☒

The labor and material components and parts necessary to restore covered equipment to normal operation are included. These replacements will be of like or current design to prevent system depreciation or obsolescence. All work will be performed during the normal working hours of Control Solutions Northwest.

24-Hour Coverage: Included? Yes ☐ No ☒

This coverage includes back-up emergency services for critical responses on a 7-day/week, 24-hour/day basis.



Additions Page

- Control System maintenance Cost when combined with Mechanical:
Price \$11,533.00
Anticipated Hours: 128
- Filter and Mechanical cost when combined with control system:
\$17,420.00
Anticipated Hours: 64
- Annual Monitoring Cost (CSN receiving alarms from BMS)
Included with price but currently not functioning. Cause to be determined.
- Straight time repair:
\$150.00 per hour port to port
- Emergency, after hour and holiday repair rate:
\$225 per hour port to port
- Travel cost per call
No additional charges
- Emergency response time:
Two hours from CSN notification
- Parts mark up
1.53%
- Control system only, CSN provides:
 - 24-hour emergency service
 - Control system component replacement
 - Labor associated with control system replacement

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Control Solutions Northwest, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a three (3) year contract (with two additional one-year renewals) for servicing, monitoring and repairing the HVAC control systems at Fire Dispatch, Fire Training and Fire Maintenance for \$60,000.00 plus sales tax annually, without public bidding.

WHEREAS, the HVAC System at Fire Dispatch, Training and Maintenance has been designed by Control Solutions Northwest and the system utilizes Schneider Electric branded components. Control Solutions Northwest is the sole, locally authorized vendor of these components; and

WHEREAS, Control Solutions Northwest has provided monitoring, service and repair of these HVAC systems since they were initially installed; and

WHEREAS, It is common practice in the commercial HVAC industry for service providers to provide their own proprietary equipment and as such it is most efficient and cost-effective to retain Control Solutions Northwest as the vendor to monitor, maintain and repair both the control and mechanical equipment used by these HVAC systems; and

WHEREAS, the pricing and service provided by Control Solutions Northwest is consistent with past purchases; and

-- Now, Therefore,

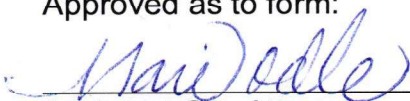
BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the contract with Control Solutions Northwest a sole-source and

BE IT FURTHER RESOLVED that the City Council authorizes a three (3) year contract (with two additional one-year renewals) in the amount of \$60,000 plus sales tax annually for servicing, monitoring and repairing the HVAC systems at Fire Dispatch, Training and Maintenance buildings, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



Assistant City Attorney

Washington State Department of Revenue

[Services](#) [Business Lookup](#) [CONTROL SOLUTIONS NORTHWEST, INC.](#)

License Information:

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

Entity name: CONTROL SOLUTIONS NORTHWEST, INC.

Business name: CONTROL SOLUTIONS NORTHWEST, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-240-826

Business ID: 001

Location ID: 0001

Location: Active

Location address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216

Mailing address: 7222 E NORA AVE
SPOKANE VALLEY WA 99212-1216

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
Kennewick General Business - Non-Resident	102765			Active	Oct-31-2020	Jun-10-2004
Liberty Lake General Business - Non-Resident				Active	Oct-31-2020	Jul-19-2016
Richland General Business - Non-Resident	F03			Active	Oct-31-2020	Feb-07-2012
Spokane General Business - Non-Resident	T12039912BUS			Active	Oct-31-2020	Oct-15-2012
Spokane Valley General Business	01191			Active	Oct-31-2020	Feb-16-2004

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

Governing people	Title
LAYMAN, MICHAEL (MIKE)	
MCGAHEY, PATRICK	

Registered Trade Names

Registered trade names	Status	First issued
CSN	Active	Sep-16-2019

The Business Lookup information is updated nightly. Search date and time: 5/13/2020 8:46:56 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2020

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 Bell Anderson Agency, Inc. 600 SW 39th St, Suite 200 Renton WA 98057	CONTACT NAME: Helen M. Smith PHONE (A/C, No, Ext): (425) 291-5200 FAX (A/C, No): (425) 291-5100 E-MAIL ADDRESS: helens@bell-anderson.com
INSURED Control Solutions Northwest, Inc. 7222 E. Nora Spokane Valley WA 99212	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: American Fire & Casualty Company INSURER C: The Ohio Casualty Insurance Co. INSURER D: INSURER E: INSURER F:
	NAIC # 24082 24066 24074

COVERAGES**CERTIFICATE NUMBER:** CL2021639295**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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS54704297	02/17/2020	02/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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			BAA54704297	02/17/2020	02/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO54704297	02/17/2020	02/17/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	BKS54704297-WA Stop Gap	02/17/2020	02/17/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

[Job #: OPR 2016-0108 Job Type: SFD]
RE: City Clerk No. OPR 2016-0108 Extension
Maintenance Agreement/Service Contract for HVAC Controls SFD
City of Spokane is additional insured per attached endorsements #CG8810 0413. Waiver of subrogation per the attached endorsement #CG8810 0413.
Primary & non-contributory coverage per the attached endorsement #CG8810 0413.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 44 W. Riverside Spokane WA 99201-0189	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-----------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Agenda Sheet for City Council Meeting of:
07/27/2020

Date Rec'd	7/15/2020
Clerk's File #	ORD C35921
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0620 - REORGANIZATION OF THE NEIGHBORHOOD & BUSINESS SVCS DIVISION

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MEGHANN 6903 STEINOLFSON
Contact E-Mail	MSTEINOLFSON@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0620 - REORGANIZATION OF THE NEIGHBORHOOD & BUSINESS SVCS DIVISION

Agenda Wording

Proposed Changes to Organizational Structure

Summary (Background)

The Administration is proposing to reorganize the Neighborhood and Business Services (NBS) division to better align with strategic community priorities. As a Division Department in the SMC at 03.01A.245, NBS and its aligned departments provides support and direction for the City's community-oriented departments, as well as planning and developer services, historic preservation, and housing and human services.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STEINOLFSON, MEGHANN	<u>Study Session\Other</u>	Urban Experience Committee
<u>Division Director</u>	STEINOLFSON, MEGHANN	<u>Council Sponsor</u>	Karen Stratton
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Reorganization of the Neighborhood and Business Services Division
Briefing Paper: Urban Experience Committee

Division: Neighborhood and Business Services

Subject: Proposed Changes to Organizational Structure

Date: 7/13/20

Contact: Wes Crago, City Administrator

Council Sponsor: CM Stratton

Executive Sponsor: Mayor Nadine Woodward

Committee Impacted: Urban Experience

Type of Agenda Item: Discussion

Deadline:

- Committee Briefing: Urban Experience 7/13/20
- Advance Agenda Briefing: 7/20/20
- First Reading: 7/27/20
- Council Action: 8/3/20

Outcome: Adoption of proposed changes to the SMC Section 03.01A as outlined below and in the attachments.

Background: Created in 2017, the Neighborhood and Business Services (NBS) division was envisioned to bring together services that often conflicted with one another in order to reduce silos and encourage collaboration among departments to provide visible outcomes for both the neighborhood, business, and human services communities. Ultimately, the division leader (currently vacant) has responsibility for a multitude of high profile initiatives. While the city has ultimately seen increased collaboration among our teams, the profile and workload of certain priorities within the division has continued to grow, causing a disproportionate balance in the attention and leadership given to very different and important functions of the city.

Under new city leadership, hearing the concerns of the City Council of the effectiveness of such an expansive NBS division, and recognizing that certain goals have been met, now is the appropriate time to reassess how we deliver on commitments made to the community. The Mayor must fill a crucial leadership position for the City in order to deliver our services in an effective manner and creating the appropriate structure with the needs of each department in mind before a hire is made makes good sense. This proposal will split the NBS division into two complementary divisions, each with division leadership that is more focused on their core services, and was informed through a robust staff engagement process and with collaborative touch points between the Mayor and Councilmembers.

Executive Summary: The Administration is proposing to reorganize the Neighborhood and Business Services (NBS) division to better align with strategic community priorities. As a Division Department in the SMC at 03.01A.245, NBS and its aligned departments provides support and direction for the City's

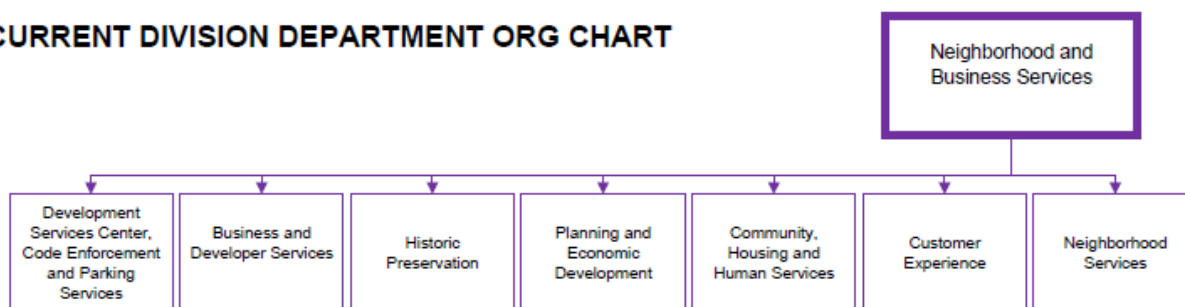
community-oriented departments, as well as planning and developer services, historic preservation, and housing and human services.

The proposed reorganization divides this division into two complementary Division Departments:

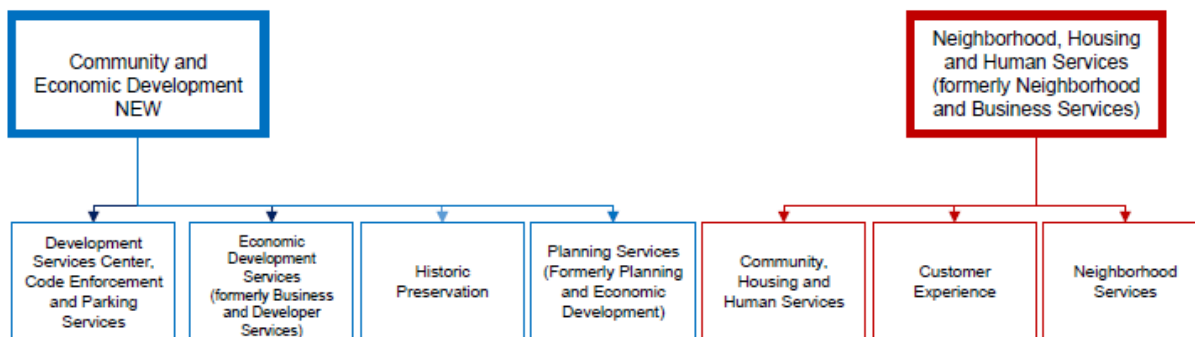
- **Neighborhood, Housing, and Human Services (NHHS)** serves citizens and builds healthy neighborhoods through community engagement, by delivering information, securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods, and organizations to resources and services.
- **Community and Economic Development Services (CEDS)** administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives.

Here are the current and proposed organizational charts:

CURRENT DIVISION DEPARTMENT ORG CHART



PROPOSED SPLIT DIVISION DEPARTMENT ORG CHART



As currently structured, the goals of this reorganization are:

- Detach business oriented services from social and human services.
- Reestablish the Office of Neighborhood Services as a standalone department, rather than a program within the Planning department.
- Provide targeted leadership with capacity to focus and implement on services and initiatives that the community expects.

Proposed Leadership:

Neighborhood, Housing, and Human Services: We anticipate actively recruiting for the division director position immediately following Council approval of this proposal. This division director role is critical to the success of our homelessness initiatives and supporting the needs of our neighborhoods. The current NBS division director position is vacant and will be retitled as the NHHS division director. This position is budgeted for 2020 and as the head of a department will require Council confirmation.

Community and Economic Development Services: This ordinance creates a new division department, and as such there is not an existing position to complement the structural change. The Administration will seek to create and fund this position in the upcoming budget process and anticipates recruitment in January 2021, unless there is an agreed upon path between the Administration and Council to accomplish this sooner.

2020 Budget/Financial Impact: The proposed Neighborhood, Housing, and Human Services division position is currently budgeted in 2020, but has been vacant for more than a year. We do not anticipate significant 2020 costs as a result of this re-organization.

Attachments:

- Proposed amendments to the SMC that correspond to the reorganization
- Proposed organizational chart

Budget Impact:

Approved in current year budget: Y/N/ N/A

Annual/Reoccurring expenditure: Y/N/ N/A

If new, specify funding source: N/A

Other budget impacts: _____

Operations Impact:

Consistent with current operations/policy: N/A

Requires change in current operations/policy: Yes

Specify changes required: Updates to the SMC and City organization structure.



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: 07/08/2020

Type of expenditure:

Goods



Services



Department: All

Approving Supervisor: NA

Amount of Proposed Expenditure: NA

Funding Source: NA

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

Why is this expenditure necessary now?

NA

What are the impacts if expenses are deferred?

NA

What alternative resources have been considered?

NA

Description of the goods or service and any additional information?

NA

Person Submitting Form/Contact: NA

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE C35921

An ordinance relating to the executive and administrative organization of the City; amending SMC sections 3.01A.210, 3.01A.225, 3.01A.245, and 3.01A.365, and adopting a new section 3.01A.367 to chapter 3.01A of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC Section 3.01A.210 is amended to read as follows:

3.01A.210 Division Departments

The following departments shall be considered as division departments:

- A. City Attorney
- B. Neighborhood, Housing and Human ~~((and Business))~~ Services
- C. Finance, Treasury and Administration
- D. Fire
- E. Parks and Recreation
- F. Police
- G. Public Works
- H. Human Resources
- I. Innovation and technology Services
- J. Community and Economic Development Services

Section 2. That SMC Section 3.01A.225 is amended to read as follows:

3.01A.225 ~~((Business and Developer))~~ Economic Development Services

The department of ~~((business and developer))~~ economic development services ~~((oversees planning and programming for services to enhance the quality of life in the community. It))~~ promotes economic growth, redevelopment and developer incentives to enhance the quality of life in the community.

Section 3. That SMC Section 3.01A.245 is amended to read as follows:

3.01A.245 Neighborhood, Housing and Human ((and Business)) Services

~~((The department of neighborhood and business services provides support and direction for the City's community-oriented departments. This support is accomplished through ensuring effective expenditure of local, state and federal funds to benefit low and middle income citizens; providing direct services to improve quality of life; sharing information and providing opportunities for citizens to be engaged in the city government decision making process; and ensuring the highest standards of customer service for City department's interactions with citizens. The department also provides support and direction to the planning and developer services departments, historic preservation and the housing and human services department.))~~

A. The division of neighborhood, housing and human services serves citizens and builds healthy neighborhoods through community engagement, by delivering information, securing and allocating resources and implementing and overseeing programs designed to connect people, neighborhoods and organizations to resources and services.

B. The division director of neighborhood, housing and human services is responsible for the leadership and management of the division and various departments under the supervision of the division.

Section 4. That SMC 3.01A.365 is amended to read as follows:

3.01A.365 Planning Services ((and Economic Development))

The planning services ((and economic development)) department is responsible for preparation and maintenance of the comprehensive plan to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; and reviews development permits for compliance with land use codes.

- A. The department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- B. Through the administration section, the department serves as staff to the plan commission, design review board and bicycle advisory board.

- C. Any applicant offered the position of director of planning and economic development services for the City of Spokane shall meet or exceed the following qualifications at the time the offer of employment is made:
1. bachelors or masters degree in urban planning, public administration or a related field;
 2. American Institute of Certified Planners (AICP) certification;
 3. minimum of eight years of progressively responsible planning experience;
 4. minimum of four years of experience in a supervisory capacity, including significant experience managing complex projects and management experience related to long-range planning or land use planning;
 5. demonstrated responsibility for budgets exceeding one million dollars;
 6. demonstrated substantial coursework in land use and urban planning principles;
 7. demonstrated knowledge of federal, state and local laws and regulations as they apply to urban planning, particularly with regard to of the State of Washington's Growth Management Act;
 8. demonstrated record of implementing projects consistent with a comprehensive plan or other adopted plans;
 9. demonstrated knowledge of real estate terminology, laws, practices, principles, and regulations;
 10. demonstrated knowledge of basic environmental function and values;
 11. demonstrated skills in oral and written communication to individuals and groups in a public setting; and
 12. demonstrated ability to work across departments and disciplines.

Equivalent combination of education and experience may substitute for the requirements 3-10.

- E. The planning services (~~and economic development~~) director shall be appointed by the mayor, with approval by a majority of the city council, pursuant to section 24 of the city charter.

Section 5. That there is adopted a new section 3.01A.367 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.367 Community and Economic Development Services

A. The division of community and economic development services administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives.

B. The division director of community and economic development services is responsible for the leadership and management of the division and various departments under the supervision of the division.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Reorganization of the Neighborhood and Business Services Division
Briefing Paper: Urban Experience Committee**

Division: Neighborhood and Business Services

Subject: Proposed Changes to Organizational Structure

Date: 7/13/20

Contact: Wes Crago, City Administrator

Council Sponsor: CM Stratton

Executive Sponsor: Mayor Nadine Woodward

Committee Impacted: Urban Experience

Type of Agenda Item: Discussion

Deadline:

- Committee Briefing: Urban Experience 7/13/20
- Advance Agenda Briefing: 7/20/20
- Council Action: 7/27/20

Outcome: Adoption of proposed changes to the SMC Section 03.01A as outlined below and in the attachments.

Background: Created in 2017, the Neighborhood and Business Services (NBS) division was envisioned to bring together services that often conflicted with one another in order to reduce silos and encourage collaboration among departments to provide visible outcomes for both the neighborhood, business, and human services communities. Ultimately, the division leader (currently vacant) has responsibility for a multitude of high profile initiatives. While the city has ultimately seen increased collaboration among our teams, the profile and workload of certain priorities within the division has continued to grow, causing a disproportionate balance in the attention and leadership given to very different and important functions of the city.

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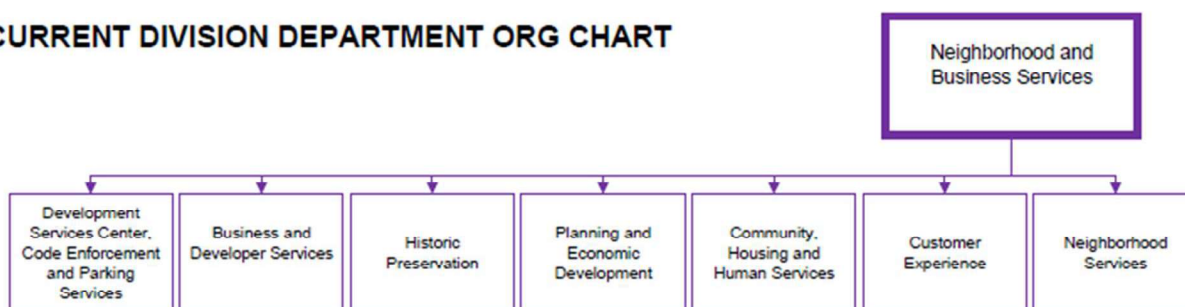
community-oriented departments, as well as planning and developer services, historic preservation, and housing and human services.

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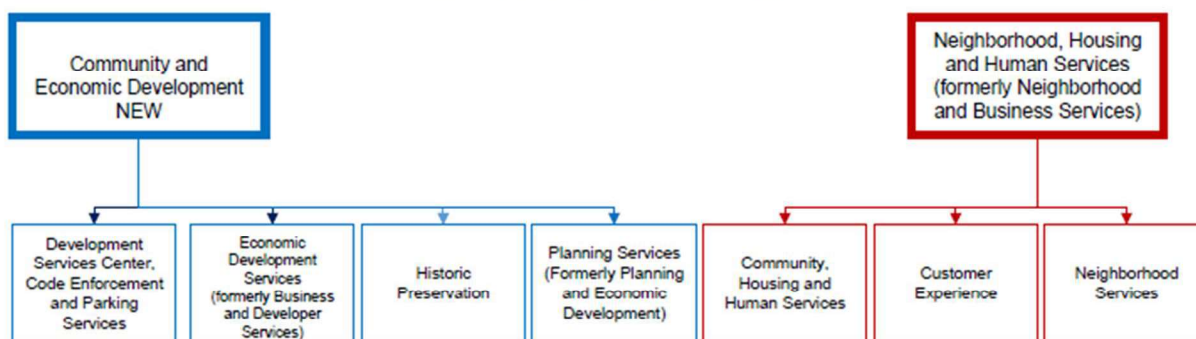
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2020 Budget/Financial Impact: The proposed Neighborhood, Housing, and Human Services division position is currently budgeted in 2020, but has been vacant for more than a year. We do not anticipate significant 2020 costs as a result of this re-organization.

Attachments:

- Proposed amendments to the SMC that correspond to the reorganization
- Proposed organizational chart

Budget Impact:

Approved in current year budget: Y

Annual/Reoccurring expenditure: N/A

If new, specify funding source: N/A

Other budget impacts:

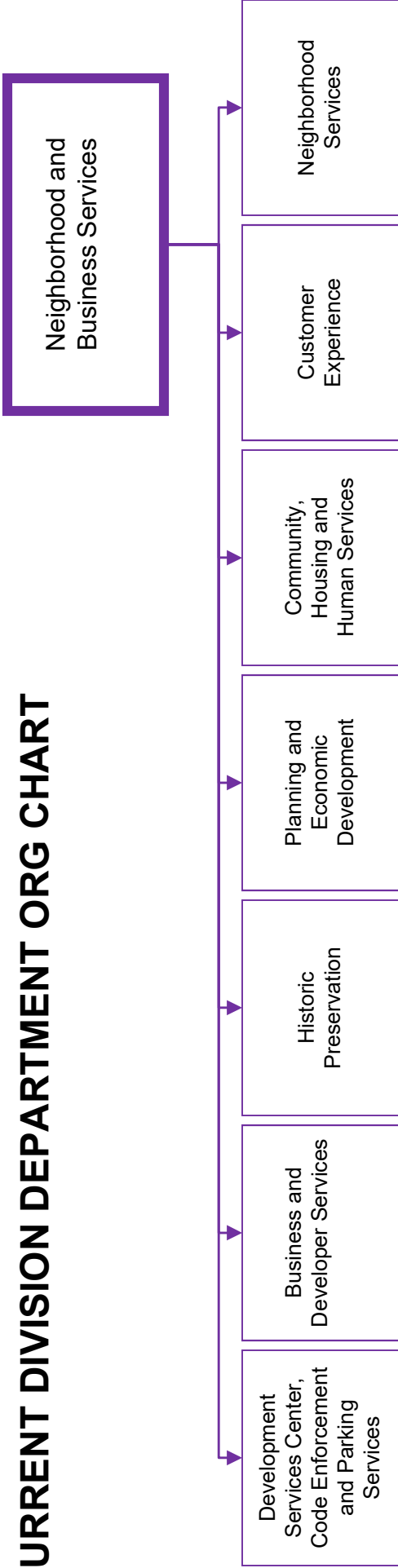
Operations Impact:

Consistent with current operations/policy: N/A

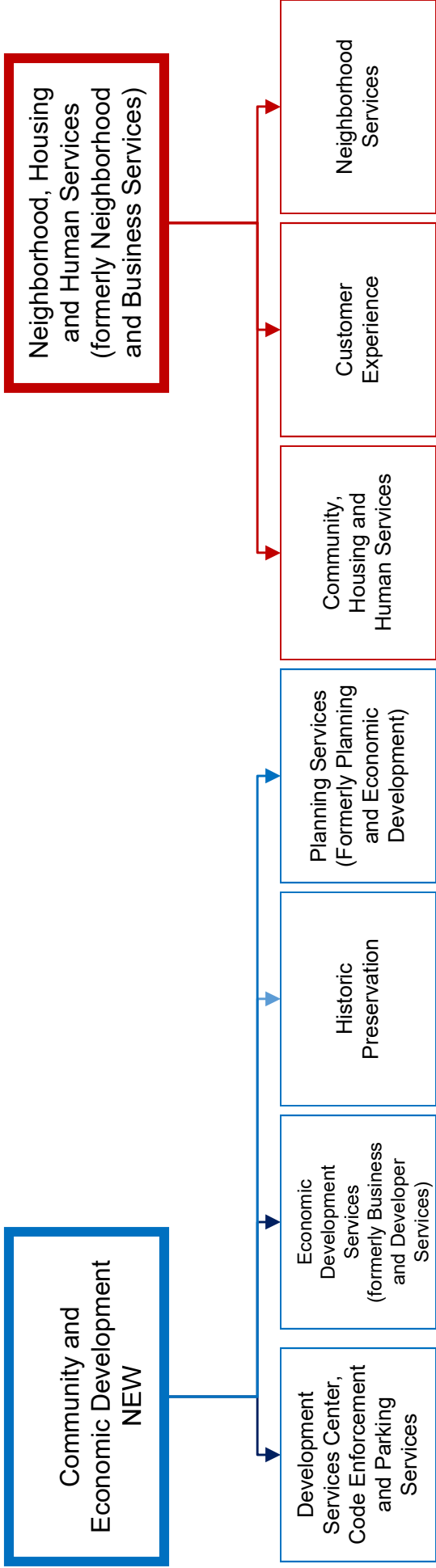
Requires change in current operations/policy: Yes

Specify changes required: Updates to the SMC and City organization structure.

CURRENT DIVISION DEPARTMENT ORG CHART



PROPOSED SPLIT DIVISION DEPARTMENT ORG CHART



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

07/27/2020

Date Rec'd

7/16/2020

Clerk's File #

ORD C35922

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/PhoneMELISSA X6087
WITTSTRUCKProject #Contact E-Mail

MWITTSTRUCK@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name0650 - REPEAL SPOKANE MUNICIPAL CODE CHP. 11.19 MULT. SECTIONS FINAL
REPEALAgenda Wording

Repeal and closure of Spokane Municipal Code (SMC) Title 11, Regulation of Building and Land Use. Chapter 11.19, Zoning Code sections.

Summary (Background)

Neighborhood and Planning Services (NPS) proposes final repeals and closure of Spokane Municipal Code (SMC) Title 11, Regulation of Building and Land Use, Chapter 11.19, Zoning Code. Over the years, as most of the Articles and Sections in 11.19 were transferred to the Unified Development Code in Title 17 and other SMC Titles, some obsolete sections in 11.19 remained in an active state, lacking repeal process. This "twilight" status has created confusion for public users of the development code.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MEULER, LOUIS

Study Session\OtherUrban Development July
13, 2020Division Director

CORTRIGHT, CARLY

Council Sponsor

Candace Mumm

Finance

ORLOB, KIMBERLY

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RICHMAN, JAMES

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For the Mayor

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jchurchill@spokanecity.org

Briefing Paper
Urban Experience Committee
July 13, 2020

Division & Department:	BDS – Neighborhood and Planning Services
Subject:	11.19 Repeal - Completion
Date:	July 13, 2020
Contact (email & phone):	509-625-6087 mwittstruck@spokanecity.org
City Council Sponsor:	Councilmember Candace Mumm
Executive Sponsor:	Louis Meuler
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Hearing <input checked="" type="checkbox"/> Consent/Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Shaping Spokane Comprehensive Plan 2017 Chapter 3 Land Use 7.2 Continuing Review Process. Strategic Plan.
Strategic Initiative:	Continuous Improvement and Innovation, Sustainable City, Customer Service.
Deadline:	Project complete August 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Move repeal of remaining sections of Spokane Municipal Code (SMC) to legislative action, closing out SMC chapter 11.19.
<p>Neighborhood and Planning Services (NPS) proposes final repeals and closure of Spokane Municipal Code (SMC) Title 11, Regulation of Building and Land Use, Chapter 11.19, Zoning Code. Over the years, as most of the Articles and Sections in 11.19 were transferred to the Unified Development Code in Title 17, some obsolete sections in 11.19 remained in an active state, lacking repeal process. This “twilight” status has created confusion for public users of the development code.</p> <ul style="list-style-type: none"> 25 obsolete or redundant sections of Chapter 11.19 are included in the draft repeal ordinance (attached). Draft has been reviewed by impacted internal users and Legal. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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: Legislative repeal action. 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:

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:

ORDINANCE NO. C35922

AN ORDINANCE FOR REPEAL OF SPOKANE MUNICIPAL CODE CHAPTER 11.19 MULTIPLE SECTIONS: 11.19.095, 11.19.100, 11.19.132, 11.19.230, 11.19.255, 11.19.2560, 11.19.275, 11.19.276, 11.19.2858, 11.19.2912, 11.19.2914, 11.19.325, 11.19.720, 11.19.730, 11.19.740, 11.19.750, 11.19.755, 11.19.760, 11.19.770, 11.19.780, 11.19.790, 11.19.800, 11.19.820, 11.19.860, 11.19.880, and 11.19.890.

WHEREAS, the goal for many years has been for the entirety of Spokane Municipal Code (SMC) Title 11, chapter 11.19 to be transferred to SMC Title 17 or updated in other Titles of SMC; and

WHEREAS, Planning & Development Services has identified the remaining sections of SMC chapter 11.19 as obsolete or, substantive standards placed in other chapters of SMC, or are duplicative of standards that are now in place in Title 17; and

WHEREAS, Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.2 calls for periodic re-evaluation to direct city policies and regulations consistent with Chapter 3 Vision and Values; and

WHEREAS, the continued existence of these sections of chapter 11.19 hinders the public in preparing applications for development by relying on code citations appearing to be in force; and

WHEREAS, the processing of applications is anticipated to be more efficient by eliminating the time spent on resubmittal after explanation of the current SMC Title 17 affecting the applicant, improving customer service; and

WHEREAS, the repeal of SMC chapter 11.19 sections does not necessitate Plan Commission review or recommendation as there is no amendment to SMC Title 17 affecting land use action; and

WHEREAS, this repeal action is categorically exempt from the State Environmental Policy Act (SEPA) as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, a Notice of Hearing indicating the intent to repeal SMC chapter 11.19 sections was published in the Spokesman-Review July 19, 2020 and the City Gazette July 22, 2020; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its repeal of these sections of chapter 11.19; --

Now, Therefore, The City of Spokane does ordain:

- Section 1. That SMC 11.19.095 Mini Storage is repealed.
- Section 2. That SMC 11.19.100 R3 Multifamily Zone is repealed.
- Section 3. That SMC 11.19.132 B1 Zone – Special Permits is repealed.
- Section 4. That SMC 11.19.230 Airport Districts is repealed.
- Section 5. That SMC 11.19.255 Development Sensitive Overlay Zone is repealed.
- Section 6. That SMC 11.19.2560 Title, Purpose, Intent and Severability is repealed.
- Section 7. That SMC 11.19.275 Industrial Overlay Zone is repealed.
- Section 8. That SMC 11.19.276 Industrial Overlay Zone – Public Notice is repealed.
- Section 9. That SMC 11.19.2858 Land Use Compatibility Table is repealed.
- Section 10. That SMC 11.19.2912 Swale Percolation is repealed.
- Section 11. That SMC 11.19.2914 Time for Completion -- Security is repealed.
- Section 12. That SMC 11.19.325 Conversion of Public and Semi-Public Facilities is repealed.
- Section 13. That SMC 11.19.720 Building Official is repealed.
- Section 14. That SMC 11.19.730 City Council is repealed.
- Section 15. That SMC 11.19.740 Fire Official is repealed.
- Section 16. That SMC 11.19.750 Health Officer is repealed.
- Section 17. That SMC 11.19.755 Hearing Examiner is repealed.
- Section 18. That SMC 11.19.760 Historic Body is repealed.
- Section 19. That SMC 11.19.770 Park Board is repealed.
- Section 20. That SMC 11.19.780 Parks Director is repealed.
- Section 21. That SMC 11.19.790 Plan Commission is repealed.
- Section 22. That SMC 11.19.800 Engineering Services Director is repealed.

Section 23. That SMC 11.19.820 Zoning Director -- Planning Director is repealed.

Section 24. That SMC 11.19.860 Innovative Residential Development is repealed.

Section 25. That SMC 11.19.880 Revisions of Approval is repealed.

Section 26. That SMC 11.19.890 Amendment is repealed.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CITY OF SPOKANE
NOTICE OF VIRTUAL CITY COUNCIL PUBLIC HEARING

PROPOSED ORDINANCE FOR REPEAL OF SPOKANE MUNICIPAL CODE CHAPTER 11.19 MULTIPLE SECTIONS: 11.19.095, 11.19.100, 11.19.132, 11.19.230, 11.19.255, 11.19.2560, 11.19.275, 11.19.276, 11.19.2858, 11.19.2912, 11.19.2914, 11.19.325, 11.19.720, 11.19.730, 11.19.740, 11.19.750, 11.19.755, 11.19.760, 11.19.770, 11.19.780, 11.19.790, 11.19.800, 11.19.820, 11.19.860, 11.19.880, and 11.890.

Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **AUGUST 3, 2020 beginning at 6:00 PM** in the City Council Chambers, Lower Level of City Hall at 808 West Spokane Falls Boulevard, Spokane, Washington, to receive public testimony on a proposed ordinance for Repeal and closure of Spokane Municipal Code (SMC) Title 11, Regulation of Building and Land Use. Chapter 11.19, Zoning Code sections. The draft ordinance can be viewed online here:

<https://my.spokanecity.org/citycouncil/documents/>

This proposal to repeal the remaining sections of SMC chapter 11.19 represent a housekeeping measure from the City Planning Department. Several City departments have updated or moved sections of this SMC chapter since the initial adoption of Spokane's Comprehensive Plan and subsequent SMC adoptions that ensured regulatory consistency with the overarching policy guidance over nearly 20 years. These sections proposed for repeal represent remainders of code that are obsolete or redundant and, serving no further purpose, impede the efficient pursuit of development activity for the public.

Written comments and oral testimony at the public hearings for this proposed action will be made part of the public record. **Only the applicant, persons submitting written comments and persons testifying at a hearing may appeal the decision of the Plan Commission and City Council.**

Any person may submit written comments on the proposed actions or call for additional information at:

*City of Spokane, Neighborhood and Planning Services
Attn: Melissa Wittstruck, Planner
808 W. Spokane Falls Blvd, Spokane, WA 99201
Phone (509) 625-6087; mwittstrucki@spokanecity.org*

SEPA: A SEPA Categorical Exclusion has been determined

More information on the process: The draft repeal ordinance and supporting documents were presented to the Urban Development Committee on July 13, 2020.

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 509.625.6363, 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.

Title 11 Regulation of Building and Land Use - 2020 Repeal Action List

Chapter/Section	Status	Revised Location
Chapter 11.19 Zoning Code		
11.19.095 Mini Storage	City Clerk Recommendation. Add'l support docs in CPR 2006-0029 11.19.095 was renumbered as 11.19.0330 Sept 2000 C32719; 11.19.0330 repealed C34713 May 2011. SMC 11.19.095 not repealed. ORD C33844 Sec 8.	Section 17C.120, 17C. 124.110, 17C.130.110, 17C.190.280, Spec. Std 17C.350. Section 1.05.160 LU Violation Civil Infraction Penalty Schedule
11.19.100 R3 MF Zone	11.19.101, .102 Repealed. City Clerk Recommendation. 11.19.100 not listed in repeal ORD C33842 Sec 47. WAS LISTED in C33842 Repealing 11.19.100 May 2006	Section 17C.110.030, 17C.110.310, 17C.110.400 Design Std.
11.19.230 Airport Districts	SMC 17C.180 C34697 Feb 2011 Establishing new overlays in W Plains & Felts Field. No repeal language for 11.19.230 (11.19.220 Zoning Map was repealed)	SMC 17C.120 Commercial Zones Section a7C.120.220 (C) Height, 17C.180 Airfield Overlay Zones, 17C.180.030, 17C.182, 17C.182.010 Fairchild Overlay Zones
11.19.255 Development Sensitive Overlay	Not listed in repeal documents. 11.19.255 and 11.19.2560 in Repeal ORD 34147.	17E.010-070 Critical Area Ordinances
11.19.2560 Title Purpose Intent Severability	Not listed in repeal documents. 11.19.255 and 11.19.2560 in Repeal ORD 34147.	
11.19.275 and 11.19.276 Industrial Overlay Zone and IOZ Public Notice	ORD 31119 May 1994, EFF Jun 1994 for both sections. Not listed in Repeal ORD C33757	SMC 17C.130, 17C.130.020, 17C.17C.130.030, 17C.130.040, 17C.130.120, 17C.130.130, 17C.130.200, 17C.130.210, 17C.130.240, 17.130.250,
11.19.2858 LU Compatibility Table	C-31577 March 1996 EFF April 1996. C33843 did not list in repeal.	SMC 17C.110T, Table 17C-110-1 Res Zone Primary Uses, 17C.120 Comm 17C.122 C&C, 17C.123 Form-Based, 17C.124 DT, 17C.130 Industrial, 17C.160 NB Overlay, 17C.170
11.19.2912 Swale Percolation	Not listed in Repeals. 11.09 Repealed; transferred to SMC 17C. 200.060 May 11, 2012	SMC 17C.200.060
11.19.2914 Time for Completion-Security	Not listed in Repeals C33843 or C35293 Completion and Bonding. 11.09 Repealed; transferred to SMC 17C. 200.090 May 11, 2012	SMC 17C.200.090
11.19.325 Conversion of Public and Semi-Public Facilities	Not repealed. Transferred to Title 17C.320 Conditional Uses Section C 33636 May 31, 2005.	SMC 17C.320.060 Conversion of Public and Semi-Public Facilities
Article VII Administration 11.19	C34713 2011 Partially repealed; 11.19.825 Reasonable Use Exception, 11.19.850 Interpretation, and 11.19.870 Development Agreements.	New sections in 17 for Admin Authority
Article VII Administration 11.19. 720 Bldg Official	C34135 Nov 2007; EFF Jan 2008. SMC 17F.040.150 Building Inspector-Building Official C 33594 Feb 2005; EFF Apr 2005 Function of Building Inspector C33594 eb 2005; EFF Apr 2005	SMC 17F.040.150 for Admin Authority
Article VII Administration 11.19.730 City Council	Not repealed. C 33576 Feb 2005; EFF Mar 2005	New sections in SMC 02.005 - 02.05 and SMC 17G for Admin Authority.SMC 02.005 - 02.05 C 35428 2016; C34579 2010; C35236 2015; C35356 2016. Unified Development

Article VII Administration 11.19.740 Fire Official	C15434 EFF Jan 2001 Not repealed.	New sections in SMC 17F.040.179 and SMC 17F.080.040 for Admin Authority. SMC 17F.080.040 Fire Code (Fire Official defined) C 35816 Oct 2019; EFF Nov 2019 SMC
Article VII Administration 11.19.750 Health Officer	C32762 Dec 2000; EFF Jan 2001 Reference to Health Officer and Director of water and hydroelectric serves to approve sanitary sewer system for mfg home park.	Recodification C34122 SMC 13.01.0208 Health Officer. SMC 17G.010.100 (A)(1)(b) Engineering Services, SMC 17G.010.150
Article VII Administration 11.19.755 Hearing Examiner	Not repealed.	New sections in SMC.02.005.040 & SMC 17G.050.010, SMC 17G.050.070. SMC 02.005.040 ORD 34579 Oct 2010; SMC 17G.050.010 ORD 33578 EFF March 2005;
Article VII Administration 11.19.760 Historic Body	Not repealed.	New sections in 17A for Admin Authority. ORD 34566 Mar 2010; EFF Apr 2010 SMC 17A.010.070 Delegation of Administration SMC 17D.040 (repealed) and 17E.050. SMC
Article VII Administration 11.19.770 Park Board & 11.19.780 Parks Director	C 15434; not repealed.	New sections in SMC 04.11.110. Park Board ORD 33995 March 2007 EFF May 2007
Article VII Administration 11.19.790 Plan Commission	Not repealed; C34530 Sec 6 Dec 2009 EFF Jan 2010	New sections in SMC .04.12; SMC 17G.025.010. SMC Chapter 04.12 Plan Commission Mar 2009 EFF Apr 2009 ORD 34403 Sec 1. Unified Development Code
Article VII Administration 11.19.800 Engineering Services Director	Not repealed; ORD 33112 Sec 40 Nov 2002 EFF Dec 2002	New sections in SMC 17A; SMC 17E; SMC 17F; SMC 17G; SMC 17I. ORD 34566 Mar 2010; EFF Apr 2010 SMC 17A.010.070 Delegation of Administration SMC 17E.050,
Article VII Administration 11.19.820 Zoning Director - Planning Director	Not repealed; ORD 34530 Dec 2009 EFF Jan 2010	New sections in SMC 17A; SMC17B; SMC 17C; SMC 17D; SMC 17E for Admin. ORD C 34566 Mar 2010; EFF Apr 2010 SMC 17A.010.070 Delegation of Administration
Article VII Administration 11.19.860 Innovative Residential Development	C 15434 Jan 2001. SMC 11.19.0321 Partial repeal Innovative Residential Development C34713; does not include 11.19.860.	PUD/Plans in Lieu List new SMC 17C.110; SMC 17C.060.170(D)(4), SMC 17E.040.060 Reasonable Use, SMC 17G.070.110, SMC 17G.070.200
Article VII Administration 11.19.880 Revisions of Approval	Not repealed; C15434 Jan 2001 Hearing Examiner approve revised development plans when not subject to Council action.	New SMC 02.005.040 ORD 34579 Oct 2010; SMC 17G.050.010 ORD 33578 EFF March 2005; SMC 17G.050.070 ORD 35816 Nov 2019
Article VII Administration 11.19.890 Amendment	Not repealed; C15434 Jan 2001 City Council amend zoning code after consideration and recommendation by Plan Commission	New SMC 02.005 - 02.05 C 35428 2016; C34579 2010; C35236 2015; C35356 2016. Unified Development Code: SMC 17G.025 UDC Amendment Procedure SMC 17G.025.010 (H) City Council Action C35536 Aug 2017; EFF Oct 2017



STAFF REPORT

DEPARTMENT OF NEIGHBORHOOD AND PLANNING SERVICES

To:	Spokane City Council
Subject:	<ul style="list-style-type: none">Spokane Municipal Code chapter 11.19 completion of repeal
Staff Contact:	Melissa Wittstruck (509) 625-6087 mwittstruck@spokanecity.org
Report Date:	July 14, 2020
Hearing Date:	August 3, 2020
Recommendation:	Approve

I. SUMMARY

Department of Neighborhood and Planning Services staff, (NPS) has undertaken final repeal and closure of Spokane Municipal Code (SMC) Title 11, Regulation of Building and Land Use, chapter 11.19, Zoning Code. Over the years, as most of the Articles and Sections in 11.19 were transferred to the Unified Development Code in Title 17 and other SMC titles, some obsolete sections in 11.19 remained in a redundant, yet active state, lacking repeal process. This “twilight” status has created confusion for public users of the development code.

In addition to zoning or development standards, please note remaining sections include Article VII, Administration references to authority of various departments, such as Building Official, Parks, Historic Preservation, or boards and commissions. All sections proposed for repeal have been reviewed by an internal city staff team to ensure they have been transferred to either Title 17 of the Unified Development Code or updated in other Titles.

This repeal effort does not require any amendment to Title 17 and therefore, is not a Plan Commission agenda item. City Council will take legislative action on the repeal ordinance. In addition, the repeal(s) are categorically exempt from SEPA per WAC 197-11-800(19)(a)(b).

This staff report contains the SMC 11.19 Sections to be repealed, including their titles, and an access link.

II. RECOMMENDED ACTION

Staff recommends that the City Council adopt the facts and findings of the staff report and approve the following proposed actions:

- (1) Approve an ordinance repealing sections of Spokane Municipal Code (SMC) chapter 11.19, completing the closure of this chapter, as researched, all sections have been moved to other titles in the SMC over several years of updates, clearing obsolete and redundant sections of code for public users of the SMC, consistent with Comprehensive Plan policy.
- (2) Approve an ordinance repealing the sections of chapter SMC 11.19:
 - As shown in Exhibit A, the draft ordinance, Exhibit B, Table of Repeal Sections, and supported by Exhibit C, Staff Report.

III. ANALYSIS

SUMMARY OF PROPOSAL

This proposal to repeal the remaining sections of SMC chapter 11.19 represent a housekeeping measure from the City Planning Department. Several City departments have updated or moved sections of this SMC chapter since the initial adoption of Spokane's Comprehensive Plan and subsequent SMC adoptions that ensured regulatory consistency with the overarching policy guidance over 20 years. These sections proposed for repeal represent remainders of code that are obsolete or redundant and, serving no further purpose, impede the efficient pursuit of development activity for the public.

IV. EXHIBITS

- A. Briefing paper and proposed chapter SMC 11.19 sections for repeal consideration.
- B. Draft repeal ordinance.
- C. Planning Department staff report

CHAPTER 11.19
REGULATION OF BUILDING AND LAND USE - 2020 REPEAL ACTION LIST

SMC Chapter 11.19 Section/Title	Link
11.19.095 mini storage	https://my.spokanecity.org/smc/?Section=11.19.095
11.19.100 R3 Multi-family zone	https://my.spokanecity.org/smc/?Section=11.19.100
11.19.132 B1 Special Districts	https://my.spokanecity.org/smc/?Section=11.19.132
11.19.230 Airport Districts	https://my.spokanecity.org/smc/?Section=11.19.230
11.19.255 Development Sensitive Overlay	https://my.spokanecity.org/smc/?Section=11.19.255
11.19.2560 Title Purpose Intent Severability	https://my.spokanecity.org/smc/?Section=11.19.2560
11.19.275 Industrial Overlay Zone	https://my.spokanecity.org/smc/?Section=11.19.275
11.19.276 Industrial Overlay Zone Public Notice	https://my.spokanecity.org/smc/?Section=11.19.276
11.19.2858 Land Use Compatibility Table	https://my.spokanecity.org/smc/?Section=11.19.2858
11.19.2912 Swale Percolation	https://my.spokanecity.org/smc/?Section=11.19.2912
11.19.2914 Time For Completion-Security	https://my.spokanecity.org/smc/?Section=11.19.2914
11.19.293 Transfer of Development Rights (TDR) Purpose	https://my.spokanecity.org/smc/?Section=11.19.293
11.19.325 Conversion Of Public And Semi-Public Facilities	https://my.spokanecity.org/smc/?Section=11.19.325
Article VII Administration	
11.19.720 Building Official	https://my.spokanecity.org/smc/?Section=11.19.720
11.19.730 City Council	https://my.spokanecity.org/smc/?Section=11.19.730
11.19.740 Fire Official	https://my.spokanecity.org/smc/?Section=11.19.740
11.19.750 Health Officer	https://my.spokanecity.org/smc/?Section=11.19.750
11.19.755 Hearing Examiner	https://my.spokanecity.org/smc/?Section=11.19.755
11.19.760 Historic Body	https://my.spokanecity.org/smc/?Section=11.19.760
11.19.770 Park Board	https://my.spokanecity.org/smc/?Section=11.19.770

CHAPTER 11.19
Regulation of Building And Land Use - 2020 Repeal Action List (cont)

SMC Chapter 11.19 Section/Title	Link
11.19.780 Parks Director	https://my.spokanecity.org/smc/?Section=11.19.780
11.19.790 Plan Commission	https://my.spokanecity.org/smc/?Section=11.19.790
11.19.800 Engineering Services Director	https://my.spokanecity.org/smc/?Section=11.19.800
11.19.820 Zoning Director - Planning Director	https://my.spokanecity.org/smc/?Section=11.19.820
11.19.830 Zoning Board	https://my.spokanecity.org/smc/?Section=11.19.830
11.840 Zoning Board Of Adjustment	https://my.spokanecity.org/smc/?Section=11.19.840
11.19.860 Innovative Residential Development	https://my.spokanecity.org/smc/?Section=11.19.860
11.19.880 Revisions Of Approval (Hearing Examiner)	https://my.spokanecity.org/smc/?Section=11.19.880
11.19.890 Amendment (City Council)	https://my.spokanecity.org/smc/?Section=11.19.890