

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.

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 **February 22, 2021**.

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 **146 396 3105** for the 3:30 p.m. Briefing Session or **146 123 7389** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

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, February 22, 2021, 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.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, February 22, and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:00 p.m. Open Forum is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, February 22, and will close at 6:00 p.m. or when the spaces have filled**. Instructions for participating are the same as above under virtual public comment and are also available on the form.

**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, FEBRUARY 22, 2021

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.

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. Low Bid of _____ (City, ST) for Centennial Trail – Summit Blvd.—\$_____ (plus tax). An administrative reserve of \$_____ (plus tax), which is 10% of the contract price (plus tax), will be set aside. (Deferred from February 8, 2021, Agenda)
Dan Buller | Approve | OPR 2021-0032
ENG 2017080 |
| 2. Contract Amendment with Stantec Consulting Services, Inc. (Spokane) to fund additional Phase I and Phase II environmental site assessments from January 1, 2021 through September 30, 2022—\$43,200. Total Contract Amount: \$592,000. (EPA Grant of \$600,000 accepted by City Council October 28, 2019.)
Teri Stripes | Approve | OPR 2014-0760 |
| 3. Contract with Hadronex, Inc. d/b/a SmartCover Systems (Escondido, CA) to provide Stormwater Monitoring with Equipment, Operating and Maintenance Services from January 1, 2021, through December 31, 2021—\$180,000 (excl. tax).
Beryl Fredrickson | Approve | OPR 2021-0102 |

- | | | |
|---|------------------------------------|---------------|
| 4. Memorandum Of Understanding with the Spokane County Public Defenders' Office to exchange conflict of interest cases, including felony conflict cases, to the City—\$72,000 revenue.
Nicholas Antush | Approve | OPR 2021-0103 |
| 5. Administration Agreement with International City Management Association Retirement Corporation (ICMA-RC) to provide a 457 Deferred Compensation Plan from March 1, 2021, to February 28, 2031.
Phillip Tencick | Approve | OPR 2021-0104 |
| 6. Consulting Services Agreement with Hyas Group, LLC (Portland, OR) to provide investment-consulting services for the ICMA-RC 457 Deferred Compensation Plan—\$48,000 (incl. tax).
Phillip Tencick | Approve | OPR 2021-0105 |
| 7. Multiple Family Housing Property Tax Exemption Agreements with: | Approve | |
| a. 5D Holdings, LLC for up to 23 new multi-family housing units in an existing commercial building located at 44 W. 6th Avenue, Parcel Number 35191.1810; | | OPR 2021-0106 |
| b. Andrey Sigitov for 4 new construction multi-family housing units located at 1614 E. Sharp Avenue, Parcel Number 35162.1823 (previously 35162.1821 and 35162.1822 prior to Boundary Line Adjustment); | | OPR 2021-0107 |
| c. Julie Hartling for 4 new-construction multi-family housing units located at 2511 N. Hamilton Street, Parcel Number 35081.4109; | | OPR 2021-0108 |
| d. Riverside and Brown Developer, LLC for up to 139 new-construction multi-family housing units located at 206 W. Riverside Avenue, Parcel Number 35184.0918 and 35184.0917. | | OPR 2021-0109 |
| Ali Brast | | |
| 8. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through February 5, 2021, total \$3,203,698.07 with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,013,885.57. | | CPR 2021-0002 |

- b. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____ with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. CPR 2021-0002
- c. Payroll claims of previously approved obligations through February 6, 2021: \$7,106,582.91. CPR 2021-0003
9. City Council Meeting Minutes: February 1, and February 11, 2021. Approve All CPR 2021-0013

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)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36006 amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Historic Preservation – Various Accounts, \$63,664;

TO: Historic Preservation Various Accounts, same amount.

(This action allows for the reclassification of the vacant Planner I position to create the Historic Preservation Specialist position.)

(Council Sponsor: Council Member Wilkerson)

Council President Beggs

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C36008** Relating to the creation of an Emergency Rental Assistance Fund; adopting a new section 7.08.154 to chapter 7.08 of the Spokane Municipal Code. (Council Sponsor: Council Member Mumm)
Michelle Hughes
- ORD C36009** Amending Ordinance C16202 vacating Third Avenue in the City of Spokane, from the west line of "A" Street to the east line of Audubon Street, and vacating Tenth Avenue from the west line of Julia Street to the east line of Rebecca Street (to release unnecessary easements that encumber property). (Council Sponsor: Council Member Kinneary)
Eldon Brown
- ORD C36010** Amending Ordinance C22392 vacating Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue, City and County of Spokane, Washington (to release unnecessary easements that encumber property). (Council Sponsor: Council Member Wilkerson)
Eldon Brown

- ORD C36011** Amending Ordinance C22393 vacating Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue to the north line of Seventeenth Avenue AND of Seventeenth Avenue from the easterly right of way line of the Burlington Northern Inc. (formerly Spokane, Portland, & Seattle Railway) to the westerly right of way line of the Union Pacific Railroad (formerly the Oregon, Washington Railway & Navigation Co.), City and County of Spokane, Washington (to release unnecessary easements that encumber property). (Council Sponsor: Council Member Wilkerson)

Eldon Brown

FIRST READING ORDINANCES

- ORD C36013** Amending Ordinance C31697 that vacated Madelia Street from the north line of Fairview Avenue to Euclid Avenue except North Foothills Drive and the alley between Madelia Street and Pittsburg Street from Fairview Avenue to Euclid Avenue except North Foothills Drive. (Council Sponsor: Council Member Cathcart)

Eldon Brown

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

Motion to Approve Advance Agenda for February 22, 2021
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, February 22, and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

ADJOURNMENT

The February 22, 2021, Regular Legislative Session of the City Council is adjourned to March 1, 2021.

NOTES



Agenda Sheet for City Council Meeting of:

02/22/2021

Date Rec'd	1/14/2021
Clerk's File #	OPR 2021-0032
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2017080
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 – LOW BID AWARD – TO BE DETERMINED		

Agenda Wording

Low Bid of _____ for Centennial Trail - Summit Blvd - \$_____ plus tax. An administrative reserve of \$_____ plus tax, which is 10% of the contract price, will be set aside.

Summary (Background)

On January 11, 2021 bids were opened for the above project. The low bid was from _____ in the amount of \$_____ plus tax, which is \$_____ or _____% (above/below) the Engineer's Estimate. _____ other bids were received as follows: _____. All information will be provided prior to the 1/25/2021 council meeting.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIES 01/04/21
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org

Briefing Paper

Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	Centennial Trail Summit Blvd
Date:	1-4-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract

Background/History:

- The Centennial Trail has various gaps through the city where the trail consists of nothing more than signs alongside the street. As funding is acquired, these gaps are filled with a dedicated paved trail, separated from the adjacent street where possible. The proposed project fills one such gap. See attached exhibit for precise location.
- The need to address the gap is the subject of this briefing paper was first formally identified in the 2009 Master Bike Plan and added to the 6 year street plan in 2018.
- Due to opposition to this project on the part of number of area residents, this project has gone through the following additional non-standard processes:
 - a second NEPA review which was conducted and ultimately approved by both WSDOT and FHWA,
 - a formal review by the City's Design Review Board (even though such review was not required by City code) – the recommendations of DRB were incorporated into the project, and
 - an appeal of the project by a number of area residents to the City's hearing examiner, an appeal that was denied by the hearing examiner on all counts.
- This project was briefed in detail at PIES by Kyle Twohig on 1-27-20 and again on 6-22-20.

Executive Summary:

- The City has now completed all required and extra steps and addressed all required processes and appeals and this project is therefore now advertising for bids.
- Construction is planned for 2021.
- The project is mostly federal grant funded.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:



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: 12/14/20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$2,600,000

Funding Source: Mostly federal grant

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

Why is this expenditure necessary now?

Without this expenditure, the City will lose federal grant dollars.

What are the impacts if expenses are deferred?

Without this expenditure, the City will lose federal grant dollars.

What alternative resources have been considered?

There are none. This project is mostly grant funded.

Description of the goods or service and any additional information?

Infill of a Centennial Trail gap.

Person Submitting Form/Contact: Dan Buller

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

Scott Simmons (Dec 16, 2020 08:15 PST)









2017080 ECF - Cent Trail Summit Blvd print as bluebeam

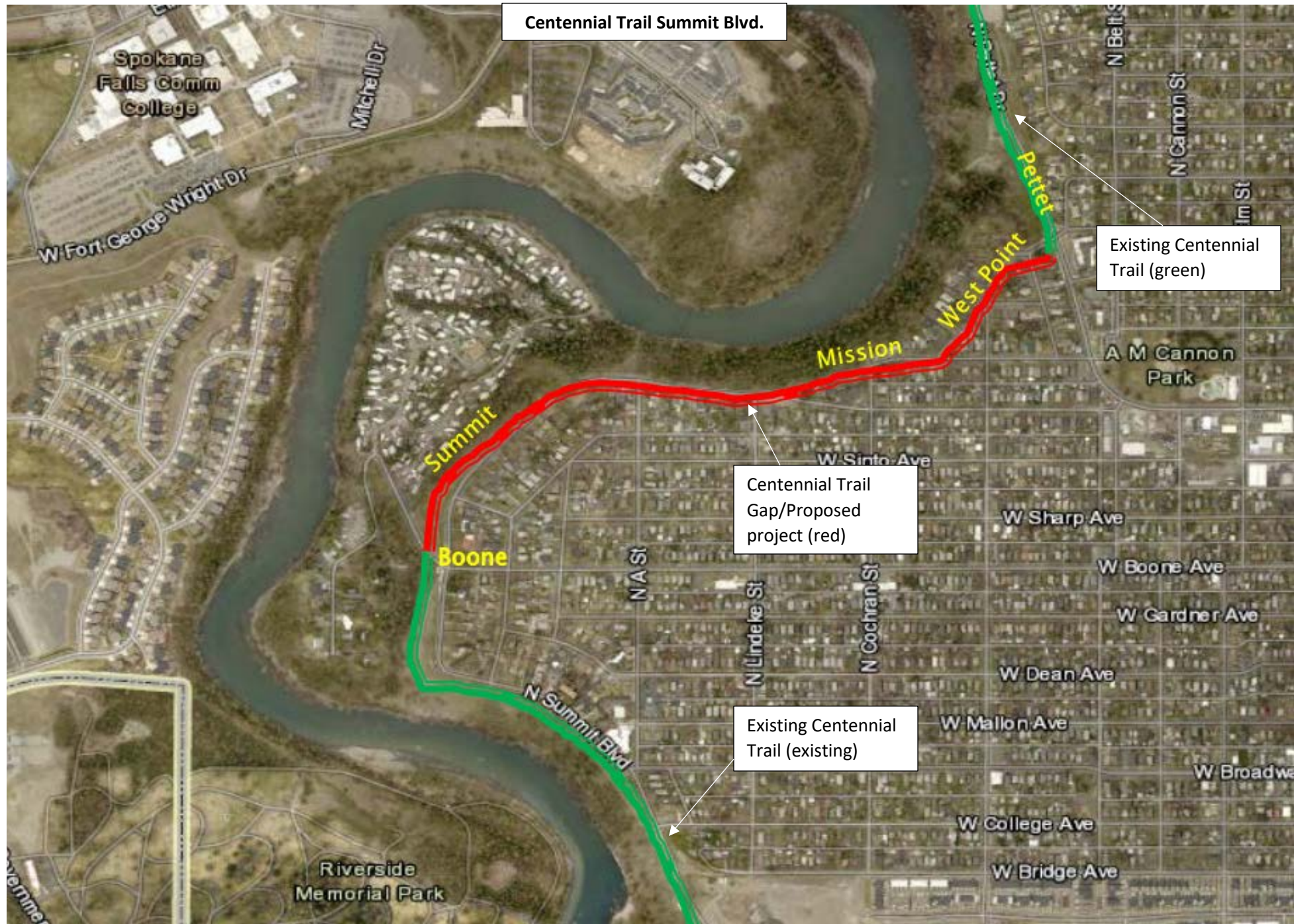
Final Audit Report

2020-12-16

Created:	2020-12-16
By:	Barbara Patrick (bpatrick@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIFDQ3T4EpljyiyBCNXjZNH8xMnvu76C9

"2017080 ECF - Cent Trail Summit Blvd print as bluebeam" History

-  Document created by Barbara Patrick (bpatrick@spokanecity.org)
2020-12-16 - 0:59:18 AM GMT- IP address: 73.140.9.166
-  Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature
2020-12-16 - 1:00:37 AM GMT
-  Email viewed by Scott Simmons (smsimmons@spokanecity.org)
2020-12-16 - 4:14:01 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Scott Simmons (smsimmons@spokanecity.org)
Signature Date: 2020-12-16 - 4:15:43 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2020-12-16 - 4:15:46 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2020-12-16 - 7:01:03 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2020-12-16 - 7:01:28 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2020-12-16 - 7:01:28 PM GMT



Centennial Trail Summit Blvd.

Existing Centennial Trail (green)

Centennial Trail Gap/Proposed project (red)

Existing Centennial Trail (existing)

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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

OPR 2014-0760

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #

OPR 2019-0914

Contact Name/Phone

TERI STRIPES 625-6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 22349

Agenda Item Name

0650 - STANTEC CONSULTING CONTRACT AMENDMENT - THE YARD

Agenda Wording

This Contract Amendment with STANTEC CONSULTING SERVICES, INC. adds grant funds to a Stantec contract for additional Phase I and Phase II environmental site assessments. EPA grant of 600,000 accepted by City Council 10/28/2019 OPR2019-0914.

Summary (Background)

This Contract Amendment with STANTEC CONSULTING SERVICES, INC. for the additional amount of \$43,200. This amendment provides for additional contract funding to implement the EPA grant activities. Previously we had set these funds aside for temporary staff assistance. Temporary staff assistance has not been necessary, so we wish shift those dollars to contractual services providing environmental due diligence and remedial investigations on private and public properties.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$43,200

1360 94170 58620 54201 99999

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

Study Session\Other

Urban Development

Division Director

BECKER, KRIS

Council Sponsor

CP Beggs & CM Stratton

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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tstripes@spokanecity.org

For the Mayor

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Additional Approvals

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Purchasing

lmeuler@spokanecity.org

GRANTS,

STOPHER, SALLY

tblack@spokanecity.org

sbishop@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The original Stantec contract was \$548,800 - this amendment increase is \$43,200 for a total contract of \$592,000.

Summary (Background)

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

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development
Subject:	Consultant Contract Amendment for Brownfields Coalition EPA Grant Implementation
Date:	2/8/2021
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, X6597
City Council Sponsor:	Council Member Stratton, Council President Beggs (University District)
Executive Sponsor:	Louis Meuler, Acting Planning Director
Committee(s) Impacted:	Urban Experience
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 remediation.
Strategic Initiative:	Optimizing Public Assets and Growing Targeted Areas
Deadline:	2/22/2021
Outcome: (deliverables, delivery duties, milestones to meet)	This amendment adds grant funds to a Stantec contract for additional Phase I and Phase II environmental site assessments.
<p>Background/History: In 2019 the EPA awarded the City a \$600,000 Community-Wide Assessment grant OPR2019-0914 for our Brownfields Coalition work in the University District. This Amendment adds EPA funding that was previously set aside for temporary staff assistance to contractual environmental assessment services.</p>	
<p>Executive Summary: This amendment provides for additional contract funding to implement the EPA grant. Previously we had set these funds aside for temporary staff assistance. Temporary staff assistance has not been necessary, so we wish to shift those dollars to contractual services providing environmental due diligence and remedial investigations on private and public properties. The original Stantec contract was \$548,800 - this amendment increase is \$43,200 for a total contract of \$592,000.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input 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>	
<p>Operations Impact:</p> <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: 1/20/2021

Type of expenditure: Goods ☐ Services ☒

Department: Planning and Economic Development

Approving Supervisor: Louis Meuler

Amount of Proposed Expenditure: \$ 43,200

Funding Source: EPA award: \$600,000 Brownfields grant OPR201

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

Why is this expenditure necessary now?

This amendment provides for additional contract funding to implement the EPA grant. Previously we had set these funds aside for temporary staff assistance. Temporary staff assistance has not been necessary, so we wish to shift those dollars to contractual services providing environmental due diligence and remedial investigations on private and public properties.
The original Stantec contract was \$548,800 - this amendment increase is \$43,200 for a total contract.

What are the impacts if expenses are deferred?

Our work momentum will wither, we will not provide additional private sector assistance, and we will not spend all of our available grant funding.

What alternative resources have been considered?

None as this is fully funded by the EPA grant.

Description of the goods or service and any additional information?

The consultant provides oversight assistance on a compliance review, quarterly progress reports, updates to the USEPA ACRES system, environmental site assessments, and the grant closeout report.

Person Submitting Form/Contact: Teri Stripes tstripes@spokanecity.org x6597

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

CONTRACT AMENDMENT

Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants

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

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

WHEREAS, this amendment provides for additional contract funding for the implementation of the EPA grant, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2021 and shall end on September 30, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FORTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$43,200.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-010



Agenda Sheet for City Council Meeting of: 11/11/2019

Date Rec'd	10/29/2019
Clerk's File #	OPR 2014-0760
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT

Submitting Dept	PLANNING
Contact Name/Phone	TERI STRIPES 625-6597
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 - BROWNFIELDS PROGRAM GRANT AWARD FOR U-DISTRICT COALITION

Agenda Wording

This Contract Amendment/Extension with STANTEC CONSULTING SERVICES, INC. for the additional amount of \$548,800.00 implements the recently awarded EPA grant of 600,000 accepted by City Council 10/28/2019 OPR2019-0914.

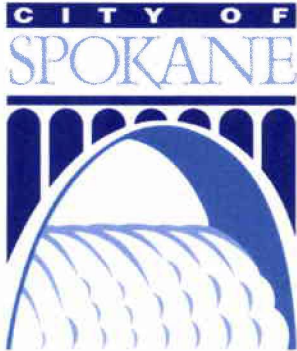
Summary (Background)

This Contract Amendment/Extension with STANTEC CONSULTING SERVICES, INC. for the additional amount of \$548,800.00. The Amendment implements the recently awarded EPA grant of 600,000 accepted by City Council 10/28/2019 OPR2019-0914. The Assessment Grant for the University District Coalition enables us to carry out environmental due diligence and remedial investigation on private and public properties where development is likely or encouraged.

Fiscal Impact	Grant related? YES Public Works? NO	Budget Account
Expense	\$ 548,800.00	# 1360 94170 58620 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	TRAUTMAN, HEATHER	Study Session
Division Director	DUVALL, MEGAN	Other Urban Experience 6/10/19
Finance	ORLOB, KIMBERLY	Distribution List
Legal	RICHMAN, JAMES	sstopher@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	tstripes@spokanecity.org
Additional Approvals		korlob@spokanecity.org, cbrazington
Purchasing		htrautman@spokanecity.org
GRANTS & CONTRACT MGMT	STORNER, SALLY	tblack@spokanecity.org
		sbishop@spokanecity.org
		tsanders@spokanecity.org

Approved by Spokane City Council
on: 11/11/2019

DocuSigned by:
Jenni Pfister
City of Spokane



City of Spokane

CONTRACT AMENDMENT

Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on September 1, 2017 and run through September 30, 2022

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include that which is outlined in Appendix A.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$548,800.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this

Amendment/Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

DocuSigned by:
By Cyrus Gorman
Signature E9C526F4D0... Date

DocuSigned by:
By David Condon
Signature FFBA6D094F4... Date

Cyrus Gorman

David Condon

Type or Print Name

Type or Print Name

Project Manager

Mayor

Title

Title

Attest:

Approved as to form:

DocuSigned by:
By Jeri Pfister
City Clerk 4A4DCC84D6...

DocuSigned by:
By Pat Dalton
Assistant City Attorney

Attachments that are part of this Agreement:

Appendix A - Amended Scope of Work



19-201

Briefing Paper

Urban Experience Committee

Division & Department:	Planning Economic Development Team
Subject:	Brownfields Program Grant Award for University District Coalition
Date:	June 10, 2019
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Ben Stuckart/Karen Stratton
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>Strategic Key Advancement of:</p> <p>Strategies and Tactics:</p> <ul style="list-style-type: none"> • Invest in Key Neighborhoods and Business Centers; esp PDA's • Invest in Key Public Amenities and Facilities • Maximize Public Assets <p>Expected Outcomes:</p> <ul style="list-style-type: none"> • Property values growing faster than historic averages • We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers • Total public/private investment and job growth is higher in targeted areas compared with the region <p>Comprehensive Plan, Charter 7 Economic Development:</p> <p>ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial</p> <ul style="list-style-type: none"> • Property is available for economic development activities. <p>ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center.</p> <p>ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.</p> <ul style="list-style-type: none"> • ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> • ED 7.5 Tax Incentives for Renovation

	<i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Edge
Deadline:	July 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	As the lead applicant, the City has formed a Coalition with four primary District stakeholders, including the University District Public Development Authority (UDPDA), WSU Health Sciences Spokane, Gonzaga University and the Empire Health Foundation (referred to as "the Coalition"). The Coalition will leverage \$600,000 of EPA Brownfield Coalition Assessment Grant funding with proven strategies and incentives to engage the community in a dynamic process to revitalize priority brownfields and address the socioeconomic challenges facing a community with substantial measures of opportunity and distress.
<p>Background/History: Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</p> <p>Completed in December 2018 (at a cost of \$15.4M), the University District Gateway Bridge spans the BNSF railroad corridor, providing connectivity for pedestrian and bike traffic to the institutions of higher education to the north. Additionally, at the South Landing of the bridge, construction is underway on the Catalyst Building. The five-story 159,000 sq. ft. Catalyst is the anchor in a planned innovation hub, where industry and academia will partner to foster innovation and collaboration. With these (and numerous other) investments, the District is poised for a new era of rapid revitalization, however, environmental impacts associated with the large number of brownfields must be mitigated to reach the District's full potential. With incredible successes that include Kendall Yards and Riverfront Park (major brownfield redevelopments neighboring the District), the City has built one of the most sustainable Brownfields Redevelopment Programs in Region 10. To accomplish its goals, the program continues to rely on an array of EPA and state brownfield grants to enhance local funding sources and stimulate public-private partnerships.</p>	
<p>Executive Summary:</p> <p>Accepting a contract with the EPA for the \$600,000 Coalition Assessment Grant for the University District Coalition will enable us to carry out environmental due diligence and remedial investigation on private and public properties where development is likely or encouraged to redevelop. The scope of work for the grant includes a property condition assessment, conducting Phase I and Phase II environmental site assessments, conducting preliminary site planning, and creating site-specific brownfield alternative cleanup plans based upon the preliminary site planning.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: ORD amendment</p> <p>Known challenges/barriers:</p>	

APPENDIX A

Scope of Work

Scope of Work

Stantec previously completed the grant application services phase of the project in accordance with the City of Spokane's (City) contract OPR 2014-0760 between December 2018 and August 2019, at no cost to the City. Future grant writing services under contract OPR 2014-0760 have now expired. This scope of work is limited to implementation of the most recent June 2019 award from the EPA to the City (a \$600,000 EPA Brownfield Assessment Coalition Grant) in addition to the completion of the Northbank Development Area Cleanup Grant for Riverfront Park implemented under the October 2017 Contract Amendment.

The scope of work for implementation of the grant has been further defined in the attached Cooperative Agreement (CA) Work Plan, submitted June 20, 2019 and revised on July 18, 2019 and finalized on July 22, 2019. The additional scope of work for this award consists of the following 4 main tasks:

- Task 1 – Project Management, Reporting & Other Eligible Program Activities
- Task 2 – Community Engagement
- Task 3 – Site Inventory, Prioritization, & Eligibility
- Task 4 – Environment Site Assessments & Cleanup/Reuse Planning

As part of the grant implementation services, the City requests that Stantec perform the ACRES entries and updates and drafting quarterly reports for the City's approval and submittal to the EPA.

Preliminary Cost Estimate

As discussed in the CA Work Plan, the total amount of contractual services has been established as \$548,800 for the tasks described above. A preliminary cost estimate for each of the subtasks is as follows:

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$12,000	\$12,000	\$24,000
Task 2 - Community Engagement	\$3,600	\$3,600	\$7,200
Task 3 - Site Inventory, Prioritization & Eligibility	\$16,500	\$5,100	\$21,600
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$386,000	\$110,000	\$496,000
Total Amount	\$418,100	\$130,700	\$548,800

Schedule and Costs

Although the cost for tasks can be highly variable depending on the complexity of the project, typical costs for the following are given:

- Eligibility Determinations (EDs): \$750 to \$1,300
- Phase I Environmental Site Investigation (ESAs): \$5,500 to \$8,500
- Phase II ESAs: \$32,000 to \$45,000
- Site-Specific Cleanup & Reuse Plans: \$7,500 to \$12,500

As discussed in Appendix B, implementation services will be performed on a time and

materials basis not to exceed the contract budget amount. The scope of work will be further defined on an ongoing basis as the project progresses.

**BROWNFIELDS COALITION ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN**

FOR

Spokane Brownfields Assessment Coalition

Anticipated Project Period:

October 1, 2019 to September 30, 2022

Submitted on:

June 20, 2019 (Draft Work Plan)
July 18, 2019 (Revised Draft Work Plan)
July 22, 2019 (Final Work Plan)

Submitted by:

Teri Stripes, Assistant Planner (Brownfields Project Director)
City of Spokane, Planning and Development Services
808 W Spokane Falls Boulevard, Spokane WA 99201
Phone: 509.625.6597
Fax: 509.625.6013
Email: tstripes@spokanecity.org
Website: <https://my.spokanecity.org/>

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1.0 INTRODUCTION

1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected a Coalition led by the **City of Spokane** (referred to as “the City”) as a recipient of Fiscal Year 2019 (FY19) Brownfield Assessment Grant funding in the amount of \$600,000 (\$450,000 for hazardous substances and \$150,000 for petroleum) to be used within a three-year period. The City’s Coalition members include the **University District Public Development Authority (UDPDA)**, **Washington State University (WSU) Health Sciences Spokane**, **Gonzaga University** and the **Empire Health Foundation**.

The Coalition partners are working to strengthen the local economy by redeveloping brownfield properties in and around the University District (referred to as the “District” or “target area”) consisting of 770 acres along the Spokane River. Grant funding will allow the Coalition to develop a Brownfield Site Reuse and Revitalization Program (referred to as the “Project”) which will begin with an inventory of sites throughout the target area with an emphasis on high-priority redevelopment areas that include the North Subarea, Central Subarea and South Subarea within the District. The Coalition may also examine sites outside of the target area but within the City’s jurisdiction, if appropriate, to further local economic goals.

The Coalition will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 14 sites and Phase II ESAs at up to 8 sites (which may include Regulated Building Materials [RBM] Surveys for up to 5 sites). The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 6 sites and site-specific reuse plans for up to 4 sites.

1.2 Organizational Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this project.

1.2.1 Key Personnel

The Coalition will be led by the City with support from its partners (UDPDA, WSU, Gonzaga University and Empire Health Foundation). The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will establish a Memorandum of Agreement (MOA) with the Coalition members during the summer/fall of 2019. The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.

Contact information for key personnel is provided in the following table.

Personnel Name & Title	Agency	Contact Info
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509-625-6597 Email: tstripes@spokanecity.org
Lars Gilberts <i>Chief Executive Officer</i>	University District Public Development Authority	Phone: 509-255-8093 Email: lgilberts@spokaneudistrict.org
Jon Schad <i>Director of Facilities Operations</i>	Washington State University (WSU) Health Sciences Spokane	Phone: 509-358-7991 Email: schad@wsu.edu
Charles ("Chuck") Murphy <i>Chief Strategy Officer</i>	Gonzaga University	Phone: 509-313-6140 Email: murphyc@gonzaga.edu
Christina Kamkosi <i>Program Associate</i>	Empire Health Foundation	Phone: 509-919-3042 Email: christina@empirehealthfoundation.org

1.2.2 Regulatory Agencies

The Coalition will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The Coalition will coordinate with EPA and Ecology to establish site eligibility and enroll hazardous substance and petroleum brownfield sites in appropriate cleanup programs. The Coalition will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. Ecology will provide review and approval of ABCAs/RAPs for sites requiring cleanup.

1.2.3 Consultant Team

The Coalition routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified consultant

team. In the fall of 2014 a team led by Stantec Consulting Services Inc. ("the Consultant") was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

The original procurement was reviewed by our Director of Grants, Contracts and Purchasing. The original 2014 contract was procured using a competitive qualifications-based process. The procurement requirements for A&E and non-A&E contracts differ in the need for using price as a factor. It is our interpretation that due to the majority of the work of this consultant being engineering work, that the appropriate procurement method is that of a qualifications based RFQ, as the qualifications of the firm to provide this specialized engineering work was critical to the needs of the project. The original procurement meets the current requirements of this method as detailed in 2 CFR 200. It also meets all current State and City procurement requirements.

1.2.4 Brownfield Advisory Committee (BAC)

The Coalition has received commitment from community stakeholders for participation on a BAC. The BAC will serve as the Project steering committee and will be comprised of representatives from each Coalition partner, community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

1.2.5 Summary of Roles and Responsibilities by Project Task

Brownfield assessment funding from EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be carried out by Teri Stripes. The Consultant will provide technical assistance and EPA and Ecology will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- **Task 1 - Project Management, Reporting & Other Eligible Program Activities:** This task will be carried out by the City with assistance from the Consultant.
- **Task 2 – Community Engagement:** This task will be carried out by the Coalition with assistance from the BAC and Consultant.
- **Task 3 - Site Inventory, Prioritization & Eligibility:** This task will be facilitated by the Consultant with assistance from the Coalition and BAC. The Coalition and BAC will develop the site prioritization criteria and approve the prioritization process. Eligibility Determination (ED) requests for use of hazardous substances grant funds will be submitted to EPA for review and concurrence. ED requests for use of petroleum grant funds will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- **Task 4 - Environmental Site Assessments & Site Cleanup/Reuse Plans:** This task will be carried out by the Consultant with assistance from the Coalition.

1.3 Project Outputs & Outcomes

1.3.1 Project Outputs

The Coalition will inventory and assess hazardous substance and petroleum brownfields within the community to catalyze cleanup and revitalization of priority sites. The Coalition anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Program Activities

- Establish Memorandum of Agreement (MOA) with Coalition partners.
- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Update property profiles in Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, Federal Financial Report (FFR), and Project Close-Out Report.

Task 2 – Public Involvement

- Coordinate and conduct meetings with the BAC (a minimum of 6 meetings), general public (a minimum of 4 meetings), and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).
- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Develop and regularly update a Project-specific webpage.

Task 3 – Site Inventory, Prioritization & Eligibility

- Complete an inventory of potential brownfield sites in the target areas.
- Incorporate portions of the inventory into existing GIS database(s) maintained by the City. Inventory data will be provided by the Consultant in a format that can be incorporated into these databases for use as a long-term planning tool.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific eligibility determination (ED) requests for priority sites for submittal to EPA (hazardous substance sites) and/or Ecology (petroleum sites).

Task 4 – Environmental Site Assessments & Site Cleanup/Reuse Plans

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP) that addresses both hazardous substances and petroleum sites.
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare ESA Section 7 and NHPA 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-13 at up to 14 high priority brownfield sites (~10 hazardous substance sites and ~4 petroleum sites).
- Complete Phase II ESA and/or supplemental assessment activities at up to 8 high priority brownfield sites (~6 hazardous substance sites and ~2 petroleum sites).
- Complete Regulated Building Materials (RBM) Surveys at up to 5 high priority brownfield sites (~5 hazardous substance sites and 0 petroleum sites).
- Prepare site-specific Analysis of Brownfield Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) for up to 6 high-priority brownfields sites (~5 hazardous substance sites and ~1 petroleum site).
- Prepare site-specific reuse plans for up to 4 high-priority brownfields sites (~3 hazardous substance sites and ~1 petroleum site).

1.3.2 Project Outcomes

Grant funding will allow the Coalition to build a Brownfield Site Reuse and Revitalization Program. The Coalition will develop the organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Number of potential brownfield sites identified/prioritized for assessment and/or clean-up planning activities.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of sites and acres for which remedial planning is performed.
- Numbers of sites for which property title transfers are facilitated.
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse.
- Acres of parks or green space created.
- Amount of additional public and private investment leveraged.
- Amount of other funding leveraged.
- Number of jobs created or retained.
- Number of community meetings held.

2.0 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task as well as a detailed breakdown of the budget associated with each task. The budget includes average hourly rates of \$150/hour for contractual services and \$40/hour for City personnel labor and \$20/hour for City personnel fringe benefits. Additional budget information is provided in Section 4.2

2.1 Task 1: Project Management, Reporting & Other Eligible Activities

2.1.1 Project Management & Reporting Activities

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting, ongoing meetings with EPA and the consultant, and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The Coalition with support from the Consultant.

Milestones, Deliverables & Schedule:

- Summer 2019: Establish MOA with Coalition partners.
- The Brownfields Project Director (Teri Stripes) will coordinate grant activities with the Consultant and BAC and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- Federal Financial Report (FFR) and Disadvantaged Business Enterprises (DBE/MBE/WBE) Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A final Project Close-Out Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as

the Quarterly Progress Reports but will cover the entire Project period. In addition, the final performance report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 Task 1 Budget Detail

Task 1 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
Project Management & Client Meetings	\$150/hour	20 hours	\$3,000	20 hours	\$3,000	\$6,000
Compliance Reporting	\$150/hour	60 hours	\$9,000	60 hours	\$9,000	\$18,000
Personnel Labor	--	--	--	--	--	--
Project Management & Coalition Meetings	\$40/hour	50 hours	\$2,000	20 hours	\$2,000	\$4,000
Reporting	\$40/hour	50 hours	\$2,000	20 hours	\$2,000	\$4,000
Personnel Fringe Benefits	--	--	--	--	--	--
Project Management & Coalition Meetings	\$20/hour	50 hours	\$1,000	50 hours	\$1,000	\$2,000
Reporting	\$20/hour	50 hours	\$1,000	50 hours	\$1,000	\$2,000
Travel	--	--	--	--	--	--
National Brownfields Conference/Training	\$1,200/event	2 persons	\$2,400	2 persons	\$2,400	\$4,800
Regional Brownfields Conference/Training	\$800/event	2 persons	\$1,600	2 persons	\$1,600	\$3,200
Total	--	--	\$22,000	--	\$22,000	\$44,000

2.2 Task 2: Community Engagement

2.2.1 Community Outreach & Involvement Activities

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing Brownfield Advisory Committee (BAC) meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of Area-Wide Planning (AWP) activities.

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Convene the BAC.
- Coordinate and conduct at least 6 meetings with the BAC, 6 public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Summer/Fall 2019: Develop Site Nomination Form and Site Prioritization Criteria.
- January 2020: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). Host public kick-off meeting/open house. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by the Coalition.

2.2.2 Project Updates & Other Public Information Activities

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Develop and maintain project webpage. Develop project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to)

Lead: The Coalition with support from the BAC and Consultant.

Milestones & Deliverables:

- Project webpage will be developed and updated throughout the life of the Project. The webpage will be hosted on the City's website.

- Fact sheets (specific to property owners and the general public) will be prepared and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be prepared to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the project webpage.

Estimated Submittal/Completion Dates:

- Summer 2019: Publish article/press release announcing EPA grant award.
- Summer/Fall 2019: Develop Project fact sheets for community members and property owners. Develop Process Guide for property owners. Develop Project webpage content.
- Winter 2019/2020: Publish Project webpage on City's website.

2.2.3 Task 2 Budget Detail

Task 2 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
BAC & Public Meetings	\$150/hour	14 hours	\$2,100	14 hours	\$2,100	\$4,200
Project Fact Sheets & Webpage Content	\$150/hour	10 hours	\$1,500	10 hours	\$1,500	\$3,000
Personnel Labor	--	--	--	--	--	--
BAC & Public Meetings	\$40/hour	25 hours	\$1,000	25 hours	\$1,000	\$2,000
Project Fact Sheets & Webpage Content	\$40/hour	25 hours	\$1,000	25 hours	\$1,000	\$2,000
Personnel Fringe Benefits	--	--	--	--	--	--
BAC & Public Meetings	\$20/hour	25 hours	\$500	25 hours	\$500	\$1,000
Project Fact Sheets & Webpage Content	\$20/hour	25 hours	\$500	25 hours	\$500	\$1,000
Total	--	--	\$6,600	--	\$6,600	\$13,200

2.3 Task 3 – Site Inventory, Prioritization & Eligibility

2.3.1 Site Inventory & Prioritization Activities

Objective: Build a GIS-based comprehensive inventory of potential brownfield sites in the target area as a foundation for identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with City databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of the inventory:

- Identify environmental records for all sites in the target areas listed in EPA, Ecology and/or local environmental databases;
- Review select City, County and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, Loopnet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, city directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct tours/inspections throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies; and
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria will be analyzed when prioritizing sites:

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;

- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the Coalition and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Winter 2019: Initial inventory and ranking completed (to be updated throughout Project).

2.3.2 Site Eligibility Determination (ED) Request Activities

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup planning activities.

Activities: Prior to initiating any site-specific work, site ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer (for both petroleum and hazardous substance sites). As part of the ED process for petroleum contaminated sites, information will first be submitted for review by Ecology to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the Coalition.

Milestones and Deliverables: Deliverables include completed/approved ED forms.

Estimated Submittal/Completion Dates: ED requests will be submitted to EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall/winter of 2019.

2.3.3 Task 3 Budget Detail

Task 3 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
Site Inventory & Prioritization	\$150/hour	45 hours	\$6,750	14 hours	\$2,100	\$8,850
ED Requests for Priority Sites	\$150/hour	65 hours	\$9,750	20 hours	\$3,000	\$12,750
Personnel Labor	--	--	--	--	--	--
Site Inventory & Prioritization	\$40/hour	100 hours	\$4,000	30 hours	\$1,200	\$5,200
ED Requests for Priority Sites	\$40/hour	35 hours	\$1,400	15 hours	\$600	\$2,000
Personnel Fringe Benefits	--	--	--	--	--	--
Site Inventory & Prioritization	\$20/hour	100 hours	\$2,000	30 hours	\$600	\$2,600
ED Requests for Priority Sites	\$20/hour	35 hours	\$700	15 hours	\$300	\$1,000
Total	--	--	\$24,600	--	\$7,800	\$32,400

2.4 Task 4 – Environmental Site Assessments & Site Cleanup/Reuse Plans

2.4.1 Phase I ESA Activities

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: Phase I ESAs will support property transfers and eventual redevelopment, and provide information for evaluating the need for Phase II ESAs and cleanup. The Coalition anticipates conducting Phase I ESAs for up to 14 sites (~10 hazardous substance sites and ~4 petroleum sites).

The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-13. The Coalition will contact site owners and negotiate Access Agreements.

The ACRES database will be updated following completion of each Phase I ESA. A Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the Coalition for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones and Deliverables: Deliverables include site-specific Health and Safety Plans (HASPs), Phase I ESA checklists, and Phase I ESA reports.

Estimated Submittal/Completion Dates: Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in Winter/Spring 2020.

2.4.2 Phase II ESA Activities

2.4.2.1 Master Quality Assurance Project Plan (QAPP)

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, both the City and the Consultant will participate in a pre-QAPP conference call with EPA, if required. A draft Master QAPP (i.e. not site-specific) that addresses both hazardous substances and petroleum sites will be prepared and submitted to EPA and Ecology for review and approval. The Consultant will finalize the Master QAPP once EPA and Ecology have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the comprehensive Master QAPP will be established at the beginning of the project. This approach will provide for ample EPA review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the City will review the draft prior to submittal to EPA and Ecology.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- **January 2020:** Draft Master QAPP submitted to EPA and Ecology for review.
- **March 2020:** Final Master QAPP completed (pending EPA and Ecology review time).

2.4.2.2 Phase II ESA Activities

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

The Coalition anticipates conducting Phase II ESAs for up to 8 sites (~6 hazardous substance sites and ~2 petroleum sites) where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities are anticipated to include soil, groundwater, soil vapor, and regulated building materials sampling and analysis, and reporting. As part of Phase II ESA activities, the Coalition also anticipates conducting RBM Surveys for up to 5 sites (~5 hazardous substance sites and 0 petroleum sites).

SAPs and HASPs addressing each property where Phase II ESA work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP. Preparing a comprehensive Master QAPP (versus multiple site-specific QAPPs) that is supplemented by SAPs will allow for an efficient document preparation and agency review process; thus reducing project costs and lag time.

For each Phase II ESA to be conducted, the Consultant will also provide information to the Coalition to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act Section 106 (NHPA). The information will include the location of the Project, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will consult with the SHPO and Tribes regarding any potential affects the sampling activities may have on cultural resources. A Cultural Resources Desktop Study Report will be prepared by the Consultant and submitted to SHPO for approval and letters notifying local Tribes of ground-disturbing activities will be sent at least 45 days in advance of fieldwork. A 30-day comment period will be provided for Tribes to respond to the City with concerns they may have about proposed field activities. A copy of the Desktop Study Report and letters sent to the Tribes will be submitted to the EPA for approval in advance of fieldwork. Additionally, responses to concerns received from the Tribes will be addressed and shared with the SHPO and EPA for concurrence in advance of fieldwork.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones and Deliverables:

- EPA- and Ecology-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Section 7 and NHPA consultations (as necessary)

Task 3 (Phase II ESA Subtask) Estimated Submittal/Completion Dates:

- Spring/Summer 2020: Phase II ESA fieldwork underway at first site.
- Summer/Fall 2020: First Phase II ESA report(s) completed (ongoing throughout Project).

2.4.3 Site Cleanup/Reuse Plans

2.4.3.1 Analysis of Brownfield Cleanup Alternatives (ABCAs) and Remedial Action Plans (RAPs)

Objective: Prepare site-specific ABCAs and/or RAPs for up to 6 sites (~5 hazardous substance sites and ~1 petroleum site) to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The Coalition will conduct cleanup and redevelopment planning as required by Ecology and/or EPA for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs. The plans/reports will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial options for each selected brownfield site and redevelopment. The Coalition and environmental Consultant will work closely with Ecology and EPA when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables: Deliverables for this task will be site-specific ABCAs and/or RAPs.

Estimated Submittal/Completion Dates:

- Winter/Spring 2021: First written site-specific ABCA/RAP complete.

2.4.3.2 Site Reuse Plans

Objective: Identify potential reuse options uses for up to 4 sites (~3 hazardous substance sites and ~1 petroleum site) and develop strategies to facilitate the reuse of existing infrastructure, as well as identifying potential infrastructure investments needed to accommodate alternative future uses.

Activities: With support from the Coalition and the BAC, the Consultant will develop a site reuse plans for high priority sites. These activities may include a site reuse vision, site disposition strategy, site reuse assessment, infrastructure evaluation, and/or land use assessment.

Lead: The Consultant will lead with assistance from the Coalition and the BAC on planning, public outreach, and deliverable review and distribution.

Milestones & Deliverables: Site-specific reuse plan.

Estimated Submittal/Completion Dates:

- **Spring 2021:** Anticipated completion date for first reuse plan.

2.4.4 Task 4 Budget Detail

Task 4 Budget Detail by Activity

Description	Unit Cost	Units (Hazardous)	Total (Hazardous)	Units (Petroleum)	Total (Petroleum)	Total Combined (Haz + Pet)
Contractual	--	--	--	--	--	--
Phase I ESAs	\$5,500/site	10 sites	\$55,000	4 sites	\$22,000	\$77,000
Master QAPP	\$8,000/QAPP	0.5 QAPP	\$4,000	0.5 QAPP	\$4,000	\$8,000
Phase II ESAs	\$32,000/site	6 sites	\$192,000	2 sites	\$64,000	\$256,000
RBM Surveys	\$11,000/site	5 sites	\$55,000	0 sites	\$0	\$55,000
Site-Specific ABCAs/RAPs	\$10,000/site	5 sites	\$50,000	1 site	\$10,000	\$60,000
Site-Specific Reuse Plans	\$10,000/site	3 sites	\$30,000	1 site	\$10,000	\$40,000
Personnel Labor	--	--	--	--	--	--
Phase I/II ESAs & RBM Surveys	\$40/hour	90 hours	\$3,600	30 hours	\$1,200	\$4,800
Site-Specific Cleanup & Reuse Plans	\$40/hour	90 hours	\$3,600	30 hours	\$1,200	\$4,800
Personnel Fringe Benefits	--	--	--	--	--	--
Phase I/II ESAs & RBM Surveys	\$20/hour	90 hours	\$1,800	30 hours	\$600	\$2,400
Site-Specific Cleanup & Reuse Plans	\$20/hour	90 hours	\$1,800	30 hours	\$600	\$2,400
Total	--	--	\$396,800	--	\$113,600	\$510,400

3.0 SCHEDULE & DELIVERABLES

The table below summarizes the anticipated deliverable schedule (*assuming a project start date of October 1, 2019*) and the agency/office each will be submitted to.

DUE DATE	ITEM	EPA PO	STATE AGENCY	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2019)	<ul style="list-style-type: none"> Promote and advertise project in the community. Establish MOA with Coalition partners. Kick-off meeting with Consultant, Coalition members, EPA. 	X			
Month 1 (Oct. 2019)	<ul style="list-style-type: none"> Update Site Nomination Form and Access Agreement Template. Develop project fact sheets and webpage content. Develop Master QAPP. Preliminary inventory work. Establish access into ACRES. (Property Profile Forms will be entered into ACRES as property specific projects are completed.) 	X			
Months 2-3 (Nov.-Dec. 2019)	<ul style="list-style-type: none"> Finalize preliminary inventory results and site prioritization criteria. Submit draft Master QAPP for approval. Attend National Brownfields Conference. 	X	X		
Month 4 (Jan. 2020)	<ul style="list-style-type: none"> BAC and Public Kick-off Meetings (a minimum of 2 BAC and 2 public meetings will be conducted during the first year and a minimum of 2 meetings per year during subsequent years). Prepare first Quarterly Progress Report (QPR) - continue preparing quarterly for duration project. 	X	X		
Month 5 (Feb. 2020)	<ul style="list-style-type: none"> Top sites selected for grant-funded activities. Finalize Master QAPP per agency comments (a site-specific SAP will be prepared for each property approved for a Phase II ESA). 	X	X		
Month 6 (March 2020)	<ul style="list-style-type: none"> BAC Meeting #2. 	X	X		
Month 7 (July 2020)	<ul style="list-style-type: none"> BAC Meeting #3. Public Meeting #2. 	X	X		
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		

DUE DATE	ITEM	EPA PO	STATE AGENCY	EPA GRANTS	EPA FINANCE
Before fieldwork begins	<ul style="list-style-type: none"> Execute Site Access Agreements. Prepare HASP. Prepare SAP (for Phase II ESAs). Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		
Ongoing	<ul style="list-style-type: none"> Prepare Phase I & II ESA Reports. Prepare All Appropriate Inquiries Rule Checklist (Form EPA 560-R-11-030) Prepare ABCA/RAP deliverables. Prepare Site Reuse Plan deliverables. 	X	X (RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE (MBE/WBE) Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Months 38 – 41	Prepare Final DBE & Federal Financial Reports (FFR; SF425) & Final Drawdown.	X		X	X
Months 38 – 41	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

4.0 BUDGET

4.1 Budget Tables by Funding Type

The total funding amount is \$600,000 (comprised of \$450,000 for hazardous substance sites and \$150,000 for petroleum sites). The tables in this section summarize the budget by expenditure category (i.e. personnel, travel, contractual, etc.) for each task.

Hazardous Substances Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$2,000	\$4,000	\$12,000	\$22,000
2) Community Engagement	\$2,000	\$1,000	\$0	\$3,600	\$6,600
3) Site Inventory, Prioritization & Eligibility	\$5,400	\$2,700	\$0	\$16,500	\$24,600
4) ESAs & Site Cleanup/ Reuse Plans	\$7,200	\$3,600	\$0	\$386,000	\$396,800
Total Budget	\$18,600	\$9,300	\$4,000	\$418,100	\$450,000

Petroleum Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$2,000	\$4,000	\$12,000	\$22,000
2) Community Engagement	\$2,000	\$1,000	\$0	\$3,600	\$6,600
3) Site Inventory, Prioritization & Eligibility	\$1,800	\$900	\$0	\$5,100	\$7,800
4) ESAs & Site Cleanup/ Reuse Plans	\$2,400	\$1,200	\$0	\$110,000	\$113,600
Total Budget	\$10,200	\$5,100	\$4,000	\$130,700	\$150,000

Combined Hazardous Substances & Petroleum Budget

Task	Personnel Labor	Personnel Fringe	Travel	Contractual	Total
1) Project Mgmt., Reporting & Other Eligible Activities	\$8,000	\$4,000	\$8,000	\$24,000	\$44,000
2) Community Engagement	\$4,000	\$2,000	\$0	\$7,200	\$13,200
3) Site Inventory, Prioritization & Eligibility	\$7,200	\$3,600	\$0	\$21,600	\$32,400
4) ESAs & Site Cleanup/ Reuse Plans	\$9,600	\$4,800	\$0	\$496,000	\$510,400
Total Budget	\$28,800	\$14,400	\$8,000	\$548,800	\$600,000

4.2 Budget Narrative - Combined Hazardous Substances & Petroleum

4.2.1 Budget Detail by Task

The table below summarizes the total hazardous and petroleum budgets by task. A detailed breakdown of anticipated costs for the scope of work for each of the proposed tasks is detailed in Section 2.0.

Task	Hazardous Substances Budget	Petroleum Budget	Total Combined Budget
1) Project Mgmt., Reporting & Other Eligible Activities	\$22,000	\$22,000	\$44,000
2) Community Engagement	\$6,600	\$6,600	\$13,200
3) Site Inventory, Prioritization & Eligibility	\$24,600	\$7,800	\$32,400
4) ESAs & Site Cleanup/ Reuse Plans	\$396,800	\$113,600	\$510,400
Total Budget	\$450,000	\$150,000	\$600,000

4.2.2 Budget Narrative by Expenditure Category

The tables included in this section provide a cost breakdown by project task for each funding type (i.e. hazardous substances, petroleum, and combined total budget).

(i) Personnel Labor Budget by Task

Average Personnel Labor Cost: ~\$40/hour

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$4,000	\$8,000
Task 2 - Community Engagement	\$2,000	\$2,000	\$4,000
Task 3 - Site Inventory, Prioritization & Eligibility	\$5,400	\$1,800	\$7,200
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$7,200	\$2,400	\$9,600
Total Amount	\$18,600	\$10,200	\$28,800

(ii) Personnel Fringe Budget by Task

Average Fringe Benefit Cost: ~50% of Basic Salary (~\$20/hour)

(Includes health insurance, disability, life/travel insurance, retirement benefits, and workers compensation.)

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$2,000	\$2,000	\$4,000
Task 2 - Community Engagement	\$1,000	\$1,000	\$2,000
Task 3 - Site Inventory, Prioritization & Eligibility	\$2,700	\$900	\$3,600
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$3,600	\$1,200	\$4,800
Total Amount	\$9,300	\$5,100	\$14,400

(iii) Travel Budget by Task

As described in Section 2.0, the travel budget includes anticipated costs for four Coalition personnel to attend one national brownfields conference and one regional brownfield conference.

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$4,000	\$4,000	\$8,000
Task 2 - Community Engagement	\$0	\$0	\$0
Task 3 - Site Inventory, Prioritization & Eligibility	\$0	\$0	\$0
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$0	\$0	\$0
Total Amount	\$4,000	\$4,000	\$8,000

(iv) Contractual Budget by Task

Average Contractual Cost: ~\$150/hour

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Task 1 - Project Mgmt., Reporting & Other Eligible Activities	\$12,000	\$12,000	\$24,000
Task 2 - Community Engagement	\$3,600	\$3,600	\$7,200
Task 3 - Site Inventory, Prioritization & Eligibility	\$16,500	\$5,100	\$21,600
Task 4 - ESAs & Site Cleanup/Reuse Plans	\$386,000	\$110,000	\$496,000
Total Amount	\$418,100	\$130,700	\$548,800

(v) Total Budget by Expenditure Type

Task Description	Hazardous Budget	Petroleum Budget	Total Budget (Haz + Pet)
Personnel Labor	\$18,600	\$10,200	\$28,800
Personnel Fringe Benefits	\$9,300	\$5,100	\$14,400
Travel	\$4,000	\$4,000	\$8,000
Contractual	\$418,100	\$130,700	\$548,800
Total Amount	\$450,000	\$150,000	\$600,000



Fee Schedule

Implementation charges for professional, technical, and administration staff will be calculated and billed per the following schedule, on a time and materials basis. To the extent possible, work will be performed by staff with lower billing levels and overseen by senior staff.

Billing Title	Key Personnel Name	Hourly Billing Rate	Anticipated Project Role/Tasks
Stantec			
Administrative Support	Sunny Waterman	\$102	Site Inventory, GIS, Fieldwork
Admin/GIS Technician/Field Technician II	Dana Hutchins	\$137	Site Inventory, GIS, Fieldwork
Junior Engineer/Geologist/Scientist I	--	\$142	Phase I/II ESAs, Fieldwork, Report Preparation
Project Engineer/Geologist/Scientist I	--	\$147	Phase I/II ESAs, Field Work, Cleanup Planning, Report Preparation
Project Engineer/Geologist/Scientist II	Aaron Wisher Andrea Pedersen Don Pawluk	\$158	Project Management Support, Community Outreach, Site Inventory & Eligibility, Phase I/II ESAs, Cleanup Planning, AWP, Report Preparation
Professional Engineer/Geologist/Scientist I	Cyrus Gorman	\$166	Project Management Support, Phase I/II ESAs, Report Preparation/Review, Site Inventory & Eligibility, QA/QC
Senior Engineer/Geologist/Scientist I	Joseph Hammer	\$175	Project Management Support, Technical Review, QA/QC, AWP, Site Reuse Planning
Senior Engineer/Geologist/Scientist II	David Holmes	\$185	QA/QC, Senior Technical Advisor
Principal Engineer/Geologist/Scientist I	--	\$196	Project Management, QA/QC, Senior Technical Advisor, Inventory & Eligibility, Phase I/II ESA Report Review, Site Cleanup/Reuse Planning, AWP
Principal Engineer/Geologist/Scientist II	Chris Gdak	\$216	QA/QC, Senior Technical Advisor

Stantec billing rates are provided for 2019 and are subject to annual increase. Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, contractor, analytical laboratory and other similar third-party charges will be charged at cost plus 5% markup.

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

02/22/2021

<u>Date Rec'd</u>	2/10/2021
<u>Clerk's File #</u>	OPR 2021-0102
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2017092
<u>Bid #</u>	RFQ 5351-20
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	BERYL FREDRICKSON 625-6008
<u>Contact E-Mail</u>	BFREDRICKSON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 - SMARTCOVER SYSTEMS STORMWATER MONITORING, OPERATING, AND MAINTENANCE

Agenda Wording

Contract with SmartCover Systems Corporation to provide Stormwater Monitoring with Equipment Operating and Maintenance Services.

Summary (Background)

As part of the 20-year capital facility for stormwater, the stormwater models need to be developed. The stormwater models are used to estimate stormwater infrastructure requirements for future expansion of impervious areas, identify system vulnerabilities and deficits. The results of the model will be used to determine system needs and new capital facilities.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$180,000.00

Select \$

Select \$

Select \$

Budget Account

4250-43354-94310-56501-14385

#

#

#

Approvals

<u>Dept Head</u>	MILLER, KATHERINE E
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 12/14/20
<u>Council Sponsor</u>	Beggs

Distribution List

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kemiller@spokanecity.org
pneofotistos@smartcoversystems.com

Additional Approvals

Purchasing WAHL, CONNIE

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Engineering Consultant Contract for Stormwater Monitoring with Equipment Operating and Maintenance Services
Date:	12/1/2020
Author (email & phone):	bfredrickson@spokanecity.org & 625-6008
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Facilities Plan update for the City's Comprehensive Plan
Strategic Initiative:	Innovative infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract with Smart Cover Systems
Background/History: As part of the 20-year capital facility for stormwater, the stormwater models need to be developed. The stormwater models are used to estimate stormwater infrastructure requirements for future expansion of impervious areas, identify system vulnerabilities and deficits. The results of the model will be used to determine system needs and new capital facilities. The MRSC roster, the City's procurement for Public Works, was used to choose a consultant to assist City staff in this work. Three proposals were received and the most qualified was selected.	
Executive Summary: <ul style="list-style-type: none"> 15 stormwater outfall sites will be monitored and maintained for three years. 3 proposals were received. A selection committee of City staff rated and ranked the proposals and negotiated with the top consultant. Smart Cover Systems was selected as the most qualified consultant. \$250,000 contract to be spent over three years with the ability to extend up to five years. Work on this contract is scheduled to start in February 2021. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

PERSONAL SERVICES AGREEMENT

**Title: STORMWATER MONITORING
WITH EQUIPMENT, OPERATING AND
MAINTENANCE SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HADRONEX, INC. d/b/a SMARTCOVER SYSTEMS**, whose address is 2110 Enterprise Street, Escondido, California 92029 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Firm shall provide STORMWATER MONITORING WITH EQUIPMENT, OPERATING AND MAINTENANCE SERVICES in accordance with RFP No. 5351-20, and the Scope of Services, which are attached as Exhibit B.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2021, and shall run through December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed **ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00)**, excluding applicable sales tax, unless modified by a written amendment to this Agreement.

The Firm shall submit its applications for payment to Integrated Capitol Management Department, 808 West Spokane Falls Blvd., 3rd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Firm's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Firm 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.

4. WAGES.

The Firm 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 Firm'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 the Firm for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Firm and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Firm 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 State Department of Labor and Industries; 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.

6. PUBLIC WORKS REQUIREMENTS.

The Firm and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The Firm must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

7. TAXES, FEES AND LICENSES.

- A. Firm 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 Firm'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 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 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.

9. 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 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 Firm 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.

10. INDEMNIFICATION.

The Firm 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 Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 Firm'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 Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm 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 Firm 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 agreement. 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 Agreement;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in 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.

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 Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

The Firm and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Firm and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a

reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Firm shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Firm shall incorporate by reference this Agreement, except as otherwise provided. The Firm 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 Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, 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 Firm for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Firm's services will be the degree of skill and diligence normally employed by professional Firms performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.

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).

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 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.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
- C. This Agreement 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 Agreement 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 or condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm 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 Firm. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, 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.

**HADRONEX, INC. d/b/a
SMARTCOVER SYSTEMS**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment
Exhibit B – RRP and Scope of Work

21-008

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

SCOPE OF SERVICES BACKGROUND

Stormwater Monitoring Introduction

The City requested equipment and services for stormwater monitoring of 15 Municipal Storm Sewer Systems (MS4) basins. The City solicited level and/or flow monitoring equipment, installation and ongoing operation and maintenance for a minimum of three (3) years to a maximum of seven (7) years.

About a third (33%) of the City's stormwater is currently piped directly to the Spokane River without treatment via the Municipal Separated Storm Sewer System (MS4). The City's NPDES Phase 2 storm- water permit allows direct discharge from the MS4 system. The City's Integrated Clean Water Plan (2014) identified the need for a stormwater solution that would remove stormwater from piping systems and keep it from reaching the river untreated. The Integrated Plan also prioritized projects based on their positive environmental impact to the River.

This contract is for the installation of monitors, collection of stormwater outfall data, and maintenance of the monitors for a minimum of a three-year period. The data will be collected at 15-minute intervals or less, transmitted to cloud-based storage hourly and available to the City via a password protected site. The monitoring systems will be vetted through trial of the equipment, communication and data storage systems to review monitoring data accuracy.

SCOPE OF SERVICES

The scope of work includes the use of stormwater monitoring equipment, installation and ongoing operation, maintenance and project management services of 15 municipal separate storm sewer system MS4 outfall basins for a three (3) year contract period.

PROJECT MANAGEMENT

SmartCover, in conjunction with their local installer and maintenance team will support City Staff by managing the project. This includes:

1. Once order is placed, communicate with City Staff on shipment and installation dates;
2. Install remote sensor monitors at designated sites, with assistance from City Staff, including site surveys, location designation, etc.
3. Maintain the monitoring systems for the duration of the contract.
4. SmartCover's project manager (Brogan Quist), is to provide:
 - a. calibration documentation;
 - b. certification that installment procedures were followed;
 - c. certification that accuracy analysis and data reviews were completed after installation; and
 - d. quarterly data reviews, or as identified by City Staff, as well as annual project reviews.

5. SmartCover team will follow up with City Staff regarding quotations for upcoming years, invoicing, etc.

MONITORING EQUIPMENT

1. Monitoring will be provided via the SmartCover “SubSonic” sensor. This sensor reads ultrasonic measurements below the sensor at 1/10 inch accuracy. It also can provide ½ inch level data when the sensor is fully submerged for up to 30 feet above the sensor.
2. The sensor collects data at 10-minute intervals and sends these 6 data points once an hour. Sensor also checks for a high level alarm every 5 minutes, and will send and record this data if the high-level alarm is triggered.
3. The SmartCover system has an onboard battery which has an average lifespan of 2 years.
4. The SmartCover system utilizes the highly reliable Iridium satellite system for communications.
5. Sensors are located ABOVE the flow, minimizing maintenance and avoiding debris buildup which could occur in the pipe.

INSTALLATION AND MAINTENANCE

1. Installation will be coordinated between the City’s Wastewater and Integrated Capital Management Departments staff and SmartCover.
2. The SmartCover systems will be installed in a secure manner and will be accessible from the manhole. They can be put aside for maintenance purposes. The standard installation will NOT require confined space entry.
3. Local SmartCover service company will manage the systems and make sure they are operating properly during both wet and dry periods. This includes providing and installing spare parts and batteries as necessary during the contract period.
4. The SmartCover System will have the ability to send communication during wet and dry periods.
5. The overall health of the SmartCover System is checked multiple times a day. If there is an issue with battery life, communication, etc. both the designated personnel for City Staff and the SmartCover team are notified.

TRANSFERRING DATA AND SOFTWARE

1. In conjunction with installations in the field, the SmartCover customer service team will set up a secure website for City Staff to access 24/7. City Staff will also have the ability to download the SmartCover mobile app on Android/Apple stores. City Staff will also have the ability to download the data from the website via a .CSV file.
2. System data is collected every 10 minutes, and sent to the website every hour under normal operating conditions.
3. Data includes: level, flow, system health, etc.

4. The SmartCover website will collect, store, and display this data for the City.
Notifications can be set up on the website for maintenance concerns, high level alarms, etc.
5. There is NO LIMIT to storage of data, number of users, or notifications.
6. The software is maintained by the SmartCover team.

DELIVERABLES

Deliverables will vary by task performed. Results of work will be delivered in multiple forms, as specified by ICM staff and may include:

1. Warranties on equipment;
2. Software updates throughout the contract;
3. Installation pictures and site details;
4. Data monitored throughout the contract;
5. Meeting notes
6. Quotes, invoices, etc.

CONTRACT PRICING

SmartCover scope includes providing turnkey services for 15 monitoring stations. Annual total for 15 monitoring systems and per system annual pricing for each of the three contract years is detailed in the table below. In Year 1, SmartCover will invoice 50% of the annual fee at shipment. The remaining 50% may be invoiced when the follow conditions are met:

1. 6 months after shipment;
2. all units are installed and operational with project manager documented certification as described in "PROJECT MANAGEMENT" section item number 4); and
3. after a written acceptance from the City has been sent to SmartCover.

In Contract Years 2 and 3, annual services will be invoiced as a lump sum at the beginning of each contract year.

Stormwater Monitoring
City of Spokane
Based on 15 Field Locations

	Year 1	Year 2	Year 3
Turn Key Service <i>No capital investment</i>	\$74,051	\$48,742	\$48,742
Per Additional Unit <i>Annual</i>	\$4,937	\$3,249	\$3,249

Note: Applicable taxes have not been included in the pricing

Delivery Schedule

Task	Responsible	Completion
City awards contract to SmartCover	Spokane	Week 0
Project kickoff meeting	Both	Week 1
SmartCover begins fabrication of City of Spokane units	SmartCover	Week 1
City provides details of each CSO outfall location and provides access for site visits	Spokane	Week 3
SmartCover units shipped to local installation partner	SmartCover	Week 5
Installation, testing and activation of SmartCover units at selected City CSO outfall structures	SmartCover	Week 7
City Staff training and first project review meeting	SmartCover	Week 8

Post Contract Pricing Options

At the end of the three-year contract the City has the option to purchase the hardware for \$1,925 per system (\$28,875 for 15 installed systems). At a minimum, the City would need to purchase annual Active Site Management (ASM) for each site in order to maintain satellite communications and web-based software platform. The 2021 price for one-year ASM is \$364 per unit. The City would have the option to purchase extended battery and parts warranties for the installed systems. 2021 prices for one-year battery warranty are \$199 per unit and one year parts warranty is \$399 per unit. As outlined in the SmartCover RFP submission, The City also has the option to continue with the turnkey services approach on a year-to-year basis with a year 4 price of \$2,500 per unit (\$37,494 for 15 units).



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

REQUEST FOR PROPOSALS

RFP NUMBER: 5351-20 RFP TITLE: STORMWATER MONITORING WITH EQUIPMENT, OPERATING AND MAINTENANCE SERVICES RFP COORDINATOR: Connie Wahl, City of Spokane Purchasing Department QUESTION DEADLINE: MONDAY, NOVEMBER 2, 2020 TIME: 5:00 P.M.	PROPOSAL DUE DATE: MONDAY, NOVEMBER 9, 2020 TIME: 1:00 P.M. Proposal Submittal: All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.
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1. GENERAL INFORMATION

1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the RFP Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Integrated Capital Management Department (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in providing Stormwater Monitoring with Equipment, Operating and Maintenance Services for 15 to 20 Municipal Separate Storm Sewer Systems (MS4) basins. The scope of work will include level and/or flow monitoring equipment, installation and ongoing operation and maintenance services.

1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have three years of experience in the field of remote sewer monitoring which includes equipment, installation, and associated software and data management.

1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be minimum of three (3) years up to a maximum of seven (7) years. Contract is renewable upon mutual agreement.

1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

1.6 PUBLIC WORKS REQUIREMENTS

A section of this scope of work constitutes a public works under state law and all state public works requirements apply. Firms are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wage and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020. A BID BOND IS NOT REQUIRED. A PERFORMANCE BOND AND RETAINAGE IS REQUIRED FOR THE SECTION OF THE CONTRACT THAT IS PUBLIC WORKS.

Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:

- A. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).

B. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.

C. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.

For Contracts up to \$150,000.00 including tax, the Contractor may request for ten percent 10%) Statutory Retainage in lieu of Performance/Payment Bond. _____ YES _____ NO

The Subcontractor performing the public works portion of the contract is required to submit a Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement form to the selected Firm before award of contract. This form is attached and herein included in this RFP by reference as Attachment 2 –PW Certification of Compliance with Wage Payment Statutes.

The Firm is required to verify that the subcontractor has a current contractor license and is currently on the MRSC Small Works Roster. The MRSC Small Works Roster is located at <https://mrscrosters.org/>

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Last date for questions	November 2, 2020 – 5:00 p.m.
Proposals due	November 9, 2020 – 1:00 p.m.
Evaluation, Negotiation and Contract Award	November 13, 2020
Begin contract work	In month of December, 2020

The City reserves the right to revise the above schedule.

1.9 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 – 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.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES BACKGROUND

A. Stormwater Monitoring Introduction

The City is requesting equipment and services for stormwater monitoring of 15 to 20 Municipal Separate Storm Sewer Systems (MS4) basins. The City would like to solicit level and/or flow monitoring equipment, installation and ongoing operation and maintenance for a minimum of three (3) years to a maximum of seven (7) years.

About a third (33%) of the City's stormwater is currently piped directly to the Spokane River without treatment via the Municipal Separated Storm Sewer System (MS4). The City's NPDES Phase 2 stormwater permit allows direct discharge from the MS4 system. The City's Integrated Clean Water Plan (2014) identified the need for a stormwater solution that would remove stormwater from piping systems and keep it from reaching the river untreated. The Integrated Plan also prioritized projects based on their positive environmental impact to the River.

The City will be developing a 20-year capital facility plan for stormwater as part of the Growth Management Act (GMA) requirements. As part of this work, the City needs to determine the flow from the largest MS4 outfalls to calibrate the stormwater models. The City of Spokane desires monitors to be installed in 15 to 20 MS4 outfalls to measure flow during wet weather. The monitored data will be used to calibrate the stormwater models and to help estimate the model results of smaller basins. The size and location of necessary capital facilities (storage, treatment facilities, pipes, etc.) will be determined using a hydraulic model. Actual stormwater monitoring data is integral to the accuracy of the model. Accurate data is imperative to make responsible design decisions and manage the budgets responsibly.

The firm selected will install monitors, collect flow data, and maintain their function for a minimum of a three-year period. The 15-minute interval or less flow data will be collected weekly at a minimum, stored electronically and shared with the City. The flow data will be shared preferably daily, but at a minimum on a weekly basis. Lastly, the monitoring systems will be vetted through trial of the equipment, communication and data storage systems to review monitoring data accuracy.

2.2 SCOPE OF SERVICES

The scope of work and monitoring requirements is broken into tasks for each of the 15 to 20 sites and necessary City staffing to support the efforts within MS4 outfalls. City will identify monitoring locations this scope. Firm(s) must provide the following for the monitoring locations:

Task 1. Project Management

Firm will provide administration responsibilities and project management which will include the following:

1. Schedule management;
2. Coordination between subconsultants and City Staff;
3. Documentation of the installation procedures, maintenance, reporting of field conditions, monitoring performance and recommendations for refined locations, refined monitoring results, etc.;
4. Arrange and organize communication such as meetings, phone calls, or site visits;
5. Budget tracking and provide invoices.

Task 2. Monitoring Equipment

The City of Spokane will purchase or lease monitoring equipment. This monitoring equipment must meet the following requirements:

1. Flow or level measurements may be collected via level transmitters, radar, laser or ultrasonic sensors;
2. Data collection will occur in 15-minute intervals or less;
3. The monitors must be battery operated and have a minimum battery life of five years;
4. Provide signal for data upload either via cellular (4G minimum), satellite or other method; and
5. Monitoring equipment must be designed to minimize debris catching.

Task 3. Installation and Maintenance

Firm(s) will install and maintain monitors according to the following:

1. Installation must be coordinated with the City's Wastewater and Integrated Capital Management Departments staff;
2. Monitors must be installed in a secure manner and accessible from the manhole, but not restrict flow or access for maintenance;
3. Monitoring equipment must be installed to minimize catching debris;
4. Monitors should be located outside of the roadway if possible; coordinate with Sewer Maintenance for traffic control and access to storm manholes;
5. Maintain installed equipment to properly and continually operate during no flow or stormwater flow periods;
6. Installed equipment must have the ability to send communication or signals securely and without interruption; and
7. Battery life will also be checked at a minimum of monthly and continuously.

Task 4. Transferring Data and Software

Firm will supply software, data transfer and communications for obtained monitoring data according to the following:

1. Provide City access to the data collected from a secure website or software with continuous updates;
2. Data will be collected at a minimum weekly, stored electronically and shared with the City at a minimum on a weekly basis;
3. Data should include measured level and/or velocity and calculated flow rate;
4. Software and/or supporting website should collect data, store, display and analyze for issues or monitoring errors;
5. Software and/or supporting website will be maintained;
6. Monitoring systems must have the capacity to send an alarm to Installation Firms and City staff during monitoring interruptions, major storms or if there are maintenance issues; and
7. All data collected will be stored electronically and shared with the City for this contract.

Task 5. Deliverables

Deliverables will vary by task performed. Results of work will be delivered in multiple forms, as specified by ICM staff and may include:

1. Monitoring Equipment with warranty;

2. Software to support the equipment and monitoring data analysis with software updates and/or maintenance;
3. Documented installation procedures and site findings;
4. Monitoring data over the period of the contract;
5. Meeting minutes; and
6. Invoices.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

3.2 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. Include the following information about the Firm and any proposed sub-firms:

- A. Name, address, principal place of business, telephone number, and 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.) and location of the facility from which the Firm would operate;
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and
- D. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City's requirements and a proposed approach, methodology and comprehensive work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. Provide details describing project team, lines of authority, responsibility and person within the Firm that will have prime responsibility and authority for the work. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of all of the proposed tasks, services, activities, equipment, software, data transfer methods, etc. necessary to accomplish the scope of the project as described in the Scope of Services section. This will include team assignments, allocations of resources and a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Describe how Firm will respond proactively to issues and project scope changes. Include any required involvement by City staff.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities and qualifications to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. 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. Include a list of contracts the Firm has had during the last three (3) years that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. 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. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

D. Indicate the equipment, monitor communications and associated software capabilities, specifications and life expectancy.

3.5 COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Separate costs must be provided for each scope task item and individual equipment counts for the Proposal and clearly identified and described. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and 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. If no pricing request is included in this tab, skip tab. 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.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 35% Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	30 Points (Maximum) 30 Points (Maximum)	60 points
TECHNICAL EQUIPMENT AND SOFTWARE – 15% Equipment Specifications and Longevity	30 Points (Maximum)	30 points
MANAGEMENT PROPOSAL - 20% Firm and Staff Experience/Capabilities/Qualifications	40 Points (Maximum)	40 points
COST PROPOSAL – 30%	70 Points (Maximum)	60 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.



November 4, 2020

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #5351-20 – Stormwater Monitoring with Equipment, Operating and Maintenance Services

This Addendum 1 to Request for Proposals #5351-20 for Stormwater Monitoring with Equipment, Operating and Maintenance Services is being issued to provide answers to questions received. Questions are identified with “Q”. Answers are identified with an “A” in red text.

1. **Q:** Do you have any additional information in regards to the structures that need to be monitored? Such as where the sensor would need to be placed, and if there are weir structures, multiple pipes, etc?

A: Monitors should be placed inside a manhole. A singular monitor would need to be placed in a manhole for each of the following basins. Each basin is identified by the road that the MS4 outfall pipe is located in or near that leads to the Spokane River. The monitor should be placed in or near the outfall pipe of the MS4 Basin to capture all or most of the stormwater drained to the river from that basin. Pictures are not available for the sites. The City will be able to provide site visits after bid is accepted. Reference the open source GIS data available on the City of Spokane’s website.

Monitoring locations proposed:

- Fort George Wright: Manhole ID 2301708ST
- Ralph (24-inch corrugated outfall pipe, 110 acre basin)
- N. Green (24 -inch concrete outfall pipe, 107 acre basin)
- Rifle Club (24-inch concrete outfall pipe, 650 acre basin)
- Howard (24-inch concrete outfall pipe, 100 acre basin)
- Lincoln (15-inch concrete outfall pipe, 40 acre basin)
- Washington (30-42 inch outfall pipe, 450 acre basin)
- Nine Mile (21-inch concrete outfall pipe, 90 acre basin)
- Hollywood (24-36-inch concrete outfall pipe, 710 acre basin)
- Kiernan (36-inch PVC outfall pipe, 400 acre basin)
- Cuba (18-inch corrugated - concrete outfall pipe, 120 acre basin)
- Superior (36-inch concrete outfall pipe, 280 acre basin)
- 7th Ave (18-24-inch corrugated metal and clay outfall pipe, 210 acre basin)
- Pearl (21-inch concrete outfall pipe, 130 acre basin)
- Perry (24-inch concrete outfall pipe, 110 acre basin)
- Glass (18-21-inch corrugated metal outfall pipe, 100 acre basin)
- S. Greene (24-inch concrete outfall pipe, 80 acre basin)
- Elm (27-30-inch concrete outfall pipe, 50 acre basin)

2. **Q:** Will the City be purchasing or leasing this equipment directly from a vendor or will the equipment be purchased through the awarded contractor?
- A:** The City does not have a preference whether the equipment is purchased or leased. The City will not directly purchase or lease the equipment. The equipment will be purchased or leased through the awarded contractor or firm.
3. **Q:** Will instruments be bought by the city or through the contractor selected via this RFP?
- A:** As stated in answer #2.
4. **Q:** Do you have any pictures of the sites? Can we schedule a site visit for these sites?
- A:** As stated in answer #1.
5. **Q:** Will the sites need traffic control?
- A:** The monitoring locations should not need traffic control. The scope of work will not include traffic control provided by the Firm. Coordination with the City will be required if traffic control is needed at any site.
6. **Q:** I think we can submit a DDS Proposal, but without installation costs until we know prevailing wages and traffic control and costs from Sub.
- A:** The subcontractor the Firm is working with should be able to provide public works/prevaling wage installation costs to you. The City does want to see these installation costs that may include public works and prevailing wage requirements. The scope of work will not include traffic control provided by the Firm. Coordination with the City will be required if traffic control is needed at any site.
7. **Q:** Is there any data analysis required? What format do they need the data excel? CSV?
- A:** An analysis is required to confirm the accuracy of the monitoring data. Stormwater or rainfall analysis is not required. Excel or CSV files are acceptable file formats. Other formats are acceptable but must be confirmed with the City.
8. **Q:** I assume we would set price for 3 years with annual extension.
- A:** Firms shall submit cost proposal based on a five (5) year contract term. If the contract term determined during contract negotiation is longer than five (5) years, the Firm can request a price increase annually to be mutually agreed on.
9. **Q:** We will need to have a subcontractor able to complete these requirements on prevailing wage:
- A:** Yes, it is understood that Firms may need to have a subcontractor perform the public works/prevaling wage work for that portion of the contract.



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.

Company

Authorized Signature



< Business Lookup

License Information:

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

Entity name: HADRONEX

Business name: SMARTCOVER SYSTEMS

Entity type: [Corporation](#)

UBI #: 603-571-099

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2110 ENTERPRISE ST
ESCONDIDO CA 92029-2000

Mailing address: 2110 ENTERPRISE ST
ESCONDIDO CA 92029-2000

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

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

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issued
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Endorsements held	License #	Count	Details	Status	Expiration	First issued
Spokane General Business - Non- Resident				Active	Jan-31-2021	Jan-12-2015

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

Governing people	Title
QUIST, GREGORY MATTHEW	

Registered Trade Names

Registered trade names	Status	First issued
SMARTCOVER SYSTEMS	Active	Dec-18-2015

The Business Lookup information is updated nightly. Search date and time: 2/8/2021 12:54:37 PM

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HADRINC-01

STOPPER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2021

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 License # 0C36861 San Marcos - Escondido Alliant Insurance Services, Inc 570 Rancheros Dr Ste 100 San Marcos, CA 92069	CONTACT NAME: Susan F Topper PHONE (A/C, No, Ext): (760) 566-5690 FAX (A/C, No): (760) 304-7360 E-MAIL ADDRESS: STopper@alliant.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: West American Insurance Company INSURER B: Ohio Security Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Hadronex, Inc. dba: SmartCover Systems 2110 Enterprise Escondido, CA 92029	NAIC # 44393 24082	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BKW57741748	2/2/2020	2/2/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAS57741748	2/2/2020	2/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is named as additional insured as respects to General Liability when required by written contract or agreement, for services provided by the named insured for the certificate holder per the attached endorsements.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Integrated Capitol Management Department 808 West Spokane Falls Blvd., 3rd floor Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph **a.** is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

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

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

OPR 2021-0103

Renews #Cross Ref #Submitting Dept

PUBLIC DEFENDER

Contact Name/Phone

NICHOLAS ANTUSH 835-5976

Project #Contact E-Mail

NANTUSH@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

N/A

Agenda Item Name

0700 - MOU FOR EXCHANGE ON CONFLICT CASES

Agenda Wording

MOU with Spokane County Public Defenders Office to exchange conflict of interest cases. the Spokane County will also send felony conflict cases to the City at an annual amount of \$72,000.

Summary (Background)

In recognition that conflict of interest cases arise in each office, and each office has limited resources to hire outside counsel, it was agreed to exchange these cases between the offices.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Revenue \$ 72,000

0700-14100-99999-33772-99999

Select \$

#

Select \$

#

Select \$

#

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Purchasing

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tkzyminski@spokanecounty.org



City of Spokane
MEMORANDUM OF UNDERSTANDING
2021 CONFLICT AGREEMENT
BETWEEN
CITY OF SPOKANE
OFFICE OF THE PUBLIC DEFENDER AND
SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING is between the CITY OF SPOKANE OFFICE OF THE PUBLIC DEFENDER, located at 824 North Monroe Street, Spokane, Washington 99201, as "City", and the SPOKANE COUNTY PUBLIC DEFENDER'S OFFICE, located at 1033 West Gardner, Spokane, Washington 99260-0280, as "County".

WHEREAS, the City, by Katherine S. Knox (Kathy Knox), Public Defender, and the County, by Thomas Krzyminski, are each charged with the responsibility of providing effective and competent representation to all indigent defendants appointed to them who are charged with aailable offense in their respective jurisdictions; and

WHEREAS, in recognition of the fact that conflict of interest cases arise that cannot be represented within the respective offices, and each office having limited resources to contract with private counsel for indigent conflict cases; and

WHEREAS, the Washington State Supreme Court has promulgated changes to Court Rules relating to public defender standards for cases filed in Courts of Limited Jurisdiction requiring the filing of quarterly certifications of compliance in the courts in which the public defender is handling cases; and

WHEREAS, on or about September 1, 2013, the Supreme Court's rule changes required each public defender handling cases in Courts of Limited Jurisdiction to not carry an excessive caseload and effective January 1, 2015, required misdemeanor caseloads of less than 400 cases per attorney per year,

-- Now, Therefore,

The City and County agree to exchange conflict cases under the terms and conditions as set forth below.

1. Whether there is a conflict in a particular case in the respective office shall be determined on a City case by Kathy Knox, the City Public Defender, and on a County case by Thomas Krzyminski, the County Public Defender, whom shall each assign the case to the other office with proper notice. Conflict cases are to be assigned on the basis that affords the greatest client

continuity.

2. This memorandum may be amended by written agreement of the parties to add compensation if the case exchanges are not equitable. Kathy Knox and Thomas Krzyminski may also negotiate payment of extraordinary expenses on the conflict case, such as investigator costs.

3. Conflict Exchange Formula.

- A. Cases shall be exchanged one-for-one for misdemeanor and gross misdemeanor cases in the trial court, one-for-one for appeals to superior court from a court of limited jurisdiction, and three-for-one, in an exchange of misdemeanors or gross misdemeanors for a Class "C" felony, or TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per case in the event the case exchange cannot be made equitable by year end.
- B. The term "case" shall mean those charges arising from the same incident. A felony case will constitute all counts Class "C" or below, including attendant misdemeanors or gross misdemeanors.
- C. The City does not represent clients on infractions, as these are civil matters. Any cases assigned by the County to the City shall not include the infractions.
- D. If there is an uneven exchange of RALJ appeals during the year between the offices, each RALJ appeal shall be counted as one RALJ appeal in exchange for three misdemeanors or gross misdemeanors.
- E. A case that goes to warrant during representation in the receiving office shall not constitute a new case if the client is re-arrested or otherwise contacts the receiving office and the case is reopened and docketed for adjudication. Should the client subject to such a bench-warrant-and-rearrest be then also charged with additional unrelated offenses, new charges arising from an additional incident would be counted an additional case handled by the receiving office. Both offices acknowledge that when a conflict case has been transferred to the receiving office and thereafter goes to bench warrant, the client's rearrest thereafter will first be known to the *sending* office and on that office's first appearance docket. Both offices agree to inform the receiving office as soon as possible when such clients have been arrested.
- F. A case upon which a show cause has been filed shall constitute a new case.
- G. Thomas Krzyminski or Kathy Knox for their respective offices may request that a particular case be considered as two or more case equivalents if it requires an extra-ordinary number of hours to complete.
- H. The County Public Defender may send up to six felony conflict cases per month to the City Public Defender's Office for representation, and for this work the County shall pay the City Public Defender's office according to the following schedule:

From January 1, 2021 thru December 31, 2021 the following shall apply:

Class C felonies to be paid at a total of \$1,200 per case;

Class B felonies to be paid at a total of \$1,400 per case; and

Class A felonies to be paid above \$1,400 on a case by cases basis upon agreement of the parties.

With those funds, the City Public Defender agrees to provide an attorney and any and all necessary investigative work relating to those cases. It is the understanding of the parties that some of the money can be spent on office equipment or supplies necessary to fulfill this contract. The County shall provide access, at no cost, to documents in the Superior Court, whether through Odyssey or Web-Xtender, or other program, through two licenses, one for the attorney's use and one for the support person's use.

4. Each office shall have the right to decline a particular case assignment if there is not proper time to prepare a defense, or any other valid reason. Kathy Knox and Thomas Krzyminski will resolve any disputes on this issue.

5. During the period of representation, the City assumes the responsibility for professional liability and any claims while the City is handling a County case under the terms of this memorandum. During the period of representation, the County assumes the responsibility for professional liability and any claims while the County is handling a City case under the terms of this memorandum.

6. Each office shall be responsible for keeping track of details regarding cases sent and received and for using and keeping the form designated for that purpose. It is understood that, for proper evaluation of the fairness and effectiveness of this arrangement, each office will keep records for its own use relating to the reason for sending the case out on conflict. Thomas Krzyminski and Kathy Knox will review and exchange the conflicts statistics on a quarterly basis to determine if there are equivalent case numbers sent and received.

7. Each office shall be responsible for keeping track of per attorney annual caseloads on a quarterly basis and to reassign the conflict cases among the attorneys in that office to stay within the annual caseload limits. Each office shall be responsible for preparing, signing and filing, each quarter, each attorney's certification as to compliance with the Supreme Court's Standards for Public Defense in the appropriate court(s).

8. This memorandum is effective January 1, 2021 through December 31, 2021, unless terminated earlier. Either party may terminate this memorandum upon ten (10) days written notice to the other party. Files in process shall be handled competently and effectively through ultimate disposition by the receiving office. Final disposition shall include the time up and through the entry of an order that terminates probation of a defendant.

9. Kathy Knox will represent or supervise the representation of clients assigned to the City on Class "C" felony cases, and will seek the assistance of the Assistant City Public Defenders on a voluntary basis. Thomas Krzyminski will represent or supervise the representation of clients by the Assistant County Public Defenders assigned to the County by the City.

10. A case that constitutes a conflict for one of the offices may also constitute a conflict in the other office. If that is the case, Kathy Knox or Thomas Krzyminski for their respective office is responsible to notify the other of the conflict, and return the file so that the sending office can obtain alternate counsel. There is no further obligation on the part of the receiving office. Cases thus returned will not be counted in the exchange.

11. For trial court conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred, together with non-

work product discovery. The sending office is responsible for providing police reports, 911 tapes, CAD RMS (if any), JIS, Court Justware, SCOMIS, etc., or criminal history records to the receiving office. The sending office is responsible for filing a notice of assignment in the court file. The receiving office is required to file and serve a notice of appearance or substitution of counsel. This filing constitutes acceptance of the case.

12. For appeal conflict cases, the sending office shall provide the current address and telephone/message phone number for the client whose case is transferred. Trial counsel is obligated to prepare and file all required paperwork to perfect the appeal including but not limited to the filing of (1) the notice of appearance or substitution of counsel, (2) in forma pauper is for the waiver of the filing fee, (3) order of indigency, and (4) statement of arrangements. It shall be the obligation of the sending office to order and pay for transcription of the record.

13. The attorney in the receiving office shall attempt contact with the client within forty-eight (48) hours or two (2) business days of his/her actual notice of case assignment.

14. Both offices employ Rule 9 Legal Interns to represent clients. It is agreed that a Rule 9 can represent on these cases under supervision of their supervising attorney so long as the supervision is in compliance with Admission to Practice Rule 9.

Dated: _____

Nadine Woodward
Mayor, City of Spokane

Dated: _____

Thomas Krzyminski, County Public Defender
Spokane County Public Defender's Office

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

OPR 2021-0104

Renews #**Cross Ref #**

OPR 2021-0105

Submitting Dept

RETIREMENT

Contact Name/Phone

PHILL TENCICK 6336

Project #**Contact E-Mail**

PTENCICK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1980 DEFERRED COMPENSATION PLAN AGREEMENT WITH ICMA-RC

Agenda Wording

Administration Agreement with ICMA-RC (International City/County Management Association Retirement Corporation) to provide a 457 Deferred Compensation Plan from March 1, 2021 to February 28, 2031.

Summary (Background)

The City offers a deferred compensation 457 Plan for employees. The City has a fiduciary responsibility to monitor the plan and ensure that plan participants have a prudent line-up of mutual funds offered at a reasonable cost. The 457 Plan's independent consultant, working with the 457 Plan Committee and the labor groups, conducted a RFP and negotiated a new contract with ICMA-RC.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

TENCICK, PHILLIP

Study Session\Other**Division Director****Council Sponsor****Finance**

HUGHES, MICHELLE

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

PHoerber@icmarc.org

Additional Approvals

cshisler@spokanecity.org

Purchasing

JDavidson@hyasgroup.com

DEFERRED COMPENSATION PLAN ADMINISTRATION AGREEMENT

This Administrative Agreement ("Agreement") made as of the _____ day of _____, by and between the International City Management Association Retirement Corporation (hereinafter "ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Spokane, Washington (hereinafter referred to as "EMPLOYER" or "Plan Sponsor") a City organized and existing under the laws of the State of Washington.

RECITALS

WHEREAS, EMPLOYER, pursuant to and in compliance with Internal Revenue Code Section 457 and Section 401(a), has established a 457(b) Deferred Compensation Plan and a 401(a) Defined Contribution Plan (collectively the "Plan"), and

WHEREAS, EMPLOYER acts as a public plan sponsor for these retirement plans with responsibility to obtain investment alternatives and services for employees participating in that Plan;

WHEREAS, EMPLOYER desires to contract with ICMA-RC in connection with the administration of the Plan; and

WHEREAS, ICMA-RC desires to provide such services subject to the terms and conditions set forth herein:

WHEREAS, VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

WHEREAS, ICMA-RC's wholly owned subsidiary, Vantagepoint Investment Advisers, LLC acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

WHEREAS, ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in VantageTrust's principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds' Fact Sheets (together, "VT Disclosures"); and

WHEREAS, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

Now therefore, in consideration of the mutual promises contained herein the parties agree as follows:

1. DESIGNATION

EMPLOYER designates ICMA-RC as a record keeper for the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan. The general functions to be performed by ICMA-RC include but are not limited to:

(a) allocation in accordance with participant direction of individual accounts to

Plan # 300761; 107793

investment options offered by the Plan;

- (b) maintenance of individual accounts for participants reflecting amounts deferred, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the EMPLOYER and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan; and ICMA-RC shall provide educational and communication services to all participants in the Plan as outlined under State and Federal code; ICMA-RC shall present workshops to participants outlining programs and provide assistance in education and communication as outlined under State and Federal code. ICMA-RC shall report to the Deferred Compensation Committee in writing, in a format approved by the Deferred Compensation Committee, an update on all funds, services and education and communicated materials, including participant attendance at on-site or virtual meetings. EMPLOYER shall retain the ultimate right of approval or disapproval of communications customized specifically for the Plan but agrees it will only do so after communication with the ICMA-RC. EMPLOYER shall reserve the right to audit and verify all information supplied to it by ICMA-RC.
- (e) disbursement of benefits as agent for the EMPLOYER in accordance with terms of the Plan.

2. ADOPTION OF TRUST

EMPLOYER has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. EMPLOYER agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins), as those terms and conditions may be adjusted from time to time.

3. EXCLUSIVITY AGREEMENT

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 7, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, the Employer agrees that it will not obtain plan administration and administration-related services from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term. Notwithstanding anything else herein to the contrary, any employees who are active Local 29 firefighters may remain with the Employer's previous service provider, Voya, and active Local 29 firefighters shall have the option of choosing between ICMA-RC and Voya as the service provider for their account.

4. EMPLOYER DUTY TO FURNISH INFORMATION

EMPLOYER agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the

accuracy of any information that is furnished to it by a responsible official of the EMPLOYER (an official designated in writing by the Employer or any other person designated by such person) or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

5. CERTAIN REPRESENTATIONS, WARRANTIES, and COVENANTS

ICMA-RC represents and warrants to EMPLOYER that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC or Vantagepoint Investment Advisers to serve as an investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC or Vantagepoint Investment Advisers to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.

ICMA-RC covenants with EMPLOYER that:

- (c) ICMA-RC shall maintain and record keep the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 and defined contribution plans under Section 401(a) of the Internal Revenue Code; provided, however, ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the EMPLOYER directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or Section 401(a) or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the EMPLOYER uses its own customized plan document, ICMA-RC shall not be responsible for the eligible or qualified status of the Plan to the extent affected by terms in the EMPLOYER's Plan document that differ from those in ICMA-RC's model plan document. ICMA-RC shall not perform any service that ICMA-RC, in its sole judgment, might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law.

EMPLOYER represents and warrants to ICMA-RC that:

- (d) EMPLOYER is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the EMPLOYER is bound or to which it is a party.
- (e) EMPLOYER understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the EMPLOYER, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its relevant trust.
- (f) EMPLOYER acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to

one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to EMPLOYER. ICMA-RC agrees to notify EMPLOYER in the event that ICMA-RC is replacing vendors that provide services to the EMPLOYER and a change in such vendor will have an impact on the services being provided to EMPLOYER by ICMA-RC.

6. COMPLETE AGREEMENT

This Agreement and its exhibits and attachments shall constitute the complete and full understanding and sole agreement between ICMA-RC and EMPLOYER relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date.

7. TERM

The term of this agreement will begin on the month after an executed Agreement is provided to ICMA-RC and extend ten years from that date. .

This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than sixty (60) days before the end of such Agreement year. The EMPLOYER may terminate this Agreement for cause prior to the end of the term in the event that the EMPLOYER determines that ICMA-RC has materially breached this Agreement by not providing the services or performing its obligations as agreed to in this Agreement. EMPLOYER agrees to provide ICMA-RC thirty (30) business days to cure such breach following written notice from EMPLOYER of such breach and the EMPLOYER's intention to terminate the Agreement. Following the term of the Agreement, the Agreement may be terminated by either party on sixty (60) days advance notice in writing to the other.

The EMPLOYER understands and acknowledges that, in the event the EMPLOYER terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the EMPLOYER that it is initiating withdrawal of all or part of the Plans' assets from the Vantagepoint PLUS Fund).

8. INVESTMENT OPTIONS

ICMA-RC agrees to accept Plan funds for investment in the investment options or such other options as mutually agreeable to the parties. The program features an "open architecture," which affords the Employer investment flexibility that allows for the selection of any the investment option available through ICMA-RC's platform. Alternatively, upon mutual agreement with ICMA-RC, Employer may choose to make available other investment option choices by requesting that they be added to ICMA-RC's platform ICMA-RC agrees to work diligently to establish necessary agreements with any such investment option providers.

A. The following provisions will apply to the mutual funds/other products:

1. The investment options menu made available to Plan participants may have additions, eliminations, and substitutions upon mutual agreement by the parties. Dividends will be reinvested in accordance with the terms of the Trust Agreement.

2. Investment Management or other charges may be imposed by the underlying investment option. These charges will be disclosed in the underlying fund prospectus or other appropriate investment option documentation; and along with any operating expenses of the underlying fund would be separate from any fees or charges described in this agreement.
 3. Redemption Fees. Redemption fees imposed by outside investment options are collected and paid to the investment option by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual option's policy with respect to redemption fees are specified in the prospectus or other appropriate investment option documentation.
- B. Participants will be permitted to change their investment options as often as they wish subject to the terms of the applicable investment option, Trust Agreement, applicable state and federal laws; however, participants shall be subject to any applicable restriction (including frequent trading or market timing policies), penalty, fee, or charge imposed by the underlying option for such change.
- C. Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

9. PLAN ADMINISTRATION

ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES

ICMA-RC agrees to:

1. Establish an account for each participant.
2. Post and credit the amounts sent by EMPLOYER to the accounts of Participants in accordance with the latest instructions on file with ICMA-RC, including with respect to recordkeeping of participant accounts, posting of deferrals, gains, losses, withdrawals, and other matters pertinent to the administration of the plan.
3. Provide participants written communication, detailing changes in the Plan.

ICMA-RC agrees to conduct group presentations periodically for employees of EMPLOYER, to explain the Plan. EMPLOYER agrees to facilitate the scheduling of such presentations and to provide facilities at which satisfactory attendance can be expected. ICMA-RC agrees that qualified personnel will be made available periodically to discuss the Plan with individual employees of EMPLOYER.

ICMA-RC agrees to process, or arrange to have processed, the enrollment of eligible employees who elect to participate in the Plan. ICMA-RC agrees to provide

personalized portions of informational and promotional material pursuant to the Plan for distribution to employees of EMPLOYER, subject to approval of such material by EMPLOYER, such approval may not be unreasonably withheld. EMPLOYER agrees to allow and facilitate the periodic distribution of such material to employees in an electronic (web-based) format. Participant enrollment will be made available to the extent possible and agreed upon.

For the City's on-site services, the ICMA-RC will staff one local Retirement Plans Specialist ("RPS") who will be supported by the Relationship Manager and the Territory Vice President.

Each local service representative assigned to the City's account will hold a minimum of their FINRA Series 6/63 designations.

ICMA-RC's RPS will conduct onsite individual and group enrollment/education meetings for employees beginning on the effective date of this Agreement. For each full contract year, ICMA-RC will commit to a total of 40 service days, on-site if available or virtual if on-site is not available. ICMA-RC and the City will mutually agree upon the parameters of an on-site service day.

At the conclusion of each group workshop, ICMA-RC will provide surveys to assess the success of the educational workshops. In the event customization of these surveys is required by the EMPLOYER, cost for such customization if any shall be mutually agreed upon by the EMPLOYER and ICMA-RC.

DEFERRALS

ICMA-RC agrees to post funds (and to credit subsequent gains and losses) no later than the business day following the day on which the funds and the electronic receipt of the contribution detail are received in good order by 1:00 p.m. ET by ICMA-RC. The term "in good order" as used in this Agreement means authorized instruction provided to ICMA-RC that is given with such clarity and completeness that ICMA-RC is not required to exercise any discretion, utilizing electronic contribution processing as ICMA-RC may require. The contribution detail must agree with the related funding and social security numbers and funding must correspond to participants previously enrolled in the recordkeeping system. ICMA-RC will not be liable for any delay in posting if EMPLOYER fails to send either the funds representing deferral amounts or deferral information in accordance with ICMA-RC's instructions, to the central processing site designated by ICMA-RC.

Additionally, the cash and allocation data submitted to ICMA-RC must be in "good order." For this purpose, "good order" means that the allocation data submitted by the EMPLOYER to ICMA-RC reconciles with both the cash remitted to ICMA-RC and the participant accounts on record with ICMA-RC. Good order also means that cash and allocation data are submitted electronically in a layout and format mutually agreed to by both ICMA-RC and the EMPLOYER. For transactions that are not in good order, ICMA-RC shall return the cash to the EMPLOYER within 5 business days, unless directed otherwise. ICMA-RC is not responsible for collecting any contributions that may be due to the Plan but are not deposited with ICMA-RC.

Any amounts contributed in error by the EMPLOYER to the Plan shall be returned to the EMPLOYER within seven business days of the receipt of a written notice from the EMPLOYER to ICMA-RC, or as soon as administratively feasible based on the complexity of the request, which establishes the error, the amount of such error and the

intended disposition of such error.

Unclear Investment Instructions - If ICMA-RC determines that no proper investment directions are in effect for a participant, ICMA-RC will credit the contributions to the default fund that is selected by the Plan Sponsor under the Qualified Default Investment Allocation (QDIA) provisions that are outlined by the Department of Labor. Funds can be credited as of the close of business as part of the normal daily pricing process.

EMPLOYER agrees to:

Cause appropriate deductions to be made from such payroll(s) as may be applicable and send the funds representing the total participant deferrals to ICMA-RC.

Provide to ICMA-RC in such a mutually agreed upon electronic media, a deferral listing with respect to participant accounts to include not less than the following:

- Plan Number
- Name of participant
- Social security number of participant
- Amount to be credited to participant's account(s)
- Contribution source

Funds may be sent by wire transfer, or through an automated clearinghouse in accordance with written instructions provided by ICMA-RC. Failure to follow the written instructions provided by ICMA-RC may result in delay of posting to Participant accounts.

3. EMPLOYER agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities to the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses and other identifying information (including tax identification numbers), subject further to the terms of the Trust Funding Agreement. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a authorized official of the EMPLOYER (as determined by the EMPLOYER) or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

REPORTS

ICMA-RC agrees to provide to EMPLOYER the following reports:

EMPLOYER Statement of Account	Quarterly*
Activity Reports	Daily*
Summary by Investment	Daily*
Web Activity	Annual
Automated Telephone Transactions Report	Annual
Comprehensive Plan and Fund Review	Annual
Revenue Accounting Report	Quarterly

*These reports are available through EZLink, the plan sponsor online tool. Quarterly statement of account will be provided through EZLink within 15 business days after quarter end.

In addition, ICMA-RC will provide reports detailing all education and communication activity including the number of group and individual sessions conducted during the year, and the number of participants attending sessions on each educational topic.

ADJUSTMENTS

ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC, its affiliates and each of their agents and employees in connection with the administration or operation of the Plan.

If, as a direct result of an error made by ICMA-RC, a loss is incurred by a Plan participant (or a gain was not received), ICMA-RC will adjust the participant's account retroactively according to the following policy:

- a) For transactions that are confirmed in writing, if ICMA-RC is notified within 30 days following the confirmation date, ICMA-RC will correct the transaction and the participant's account will be made whole at ICMA-RC's expense; and
- b) For transactions that are reflected on quarterly statements only, if ICMA-RC is notified within 90 days following the receipt of the quarterly statement, ICMA-RC will correct the transaction and the participant's account will be made whole at ICMA-RC's expense.

Qualified Domestic Relations Orders - See Exhibit A

10. **PARTICIPANT SERVICES**

- A. ICMA-RC will provide a toll-free Voice Response System telephone number, which shall be operative 24 hours per day, 7 days per week (less normal maintenance time and time allotted for system upgrades). Customer Service Representatives will be available from 5:30 am to 6:00 pm Pacific Time each business day. Using the toll-free number, participants may obtain information and initiate transactions for participant accounts. EMPLOYER authorizes ICMA-RC to honor instructions, which may be submitted by participants pursuant to their personal identification number (PIN) using the toll-free number, either via the Voice Response System or through a live representative
- B. Internet availability. ICMA-RC will provide with access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- C. ICMA-RC will provide Plan participants opportunities to increase (within limitations of Sec. 457(b) and 401(a)) or decrease deferral amounts. ICMA-RC agrees to permit Participants to increase or decrease deferral amounts electronically subject to the ability of the EMPLOYER to facilitate such a service with ICMA-RC.
- D. ICMA-RC will provide Plan participants opportunities to redirect future deferral amounts to any investment option offered by the Plan. All requests received in good order will be

processed within one business day of receipt and will be effective with the next following pay period deferral.

- E. ICMA-RC will provide participants the daily ability, without additional cost, to exchange existing account balances from one investment option offered by the Plan to another, subject to fund restrictions and redemption fees that may be charged by mutual fund companies, and further subject to the terms of the Trust Funding Agreement.
- F. ICMA-RC will provide participants, if they request, an underlying fund prospectus or other relevant disclosures, and an annual report, where available, for each underlying fund offered by the Plan. Specific fund prospectuses and other relevant information are to be provided by each respective mutual fund or other investment provider upon request by the EMPLOYER or by a participant.
- G. ICMA-RC will provide participants consolidated quarterly statements detailing participant's year-to-date deferral amounts, account balance information that includes changes in account value since the previous report date, a personal rate of return calculation, and any fees or charges assessed against the Participant account. ICMA-RC will provide each participant a personal rate of return calculation quarterly within the participant statement and via Account Access, the online participant system.
- H. ICMA-RC agrees to provide statements to participants within 12 business days after the end of each calendar quarter. ICMA-RC will have no responsibility to report, or account for the accuracy of information applicable to periods prior to the effective date such Plan was administered by ICMA-RC.
- I. ICMA-RC will provide reports daily and monthly online via EZLink, the online administrative tool to enable EMPLOYER to effectively monitor all accounting and record-keeping processes and to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- J. ICMA-RC agrees to maintain, for five (5) years the records necessary to produce the above mentioned reports, and agrees that all records shall be the property of EMPLOYER. EMPLOYER agrees that all related computer tapes, disks, and programs shall remain the property of ICMA-RC. ICMA-RC agrees to make said tapes, disks and programs available to EMPLOYER, at a reasonable cost, upon request. Notwithstanding the foregoing, ICMA-RC is permitted to keep any copies necessary to satisfy regulatory obligations.
- K. ICMA-RC shall to make self-directed brokerage services available to participants pursuant to a separate agreement with EMPLOYER.
- L. ICMA-RC agrees to make available financial planning services through a virtual platform giving participants the opportunity to meet with a CERTIFIED FINANCIAL PLANNER[™] Professional and to attend webinars made available on a monthly basis.
- M. ICMA-RC agrees to maintain the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- N. ICMA-RC maintains a Security Guarantee under which ICMA-RC will reimburse participants or the Plan for all losses from Plan accounts administered by ICMA-RC where the losses are a result of unauthorized activity through no fault of the Plan or participant. This Security Guarantee assumes that all accountholders secure their accounts by:

- (1) ensuring their information is current, by providing ICMA-RC with a secure address, email address, and phone number to receive information from ICMA-RC regarding their accounts and promptly updating personal information, including bank account information.
- (2) monitoring their account activity, by (i) checking their ICMA-RC accounts frequently and notifying ICMA-RC immediately (currently at (800) 669-7400) of any discrepancies or suspicious activity and (ii) promptly and thoroughly reviewing all mail, email, and other communications from ICMA-RC and respond to ICMA-RC as requested, particularly if ICMA-RC's notification is of a discrepancy or suspicious activity in an account.
- (3) being cautious of certain communications, with the understanding that ICMA-RC will never request the Plan or participants to provide account information, Social Security numbers, or access credentials through unsolicited calls or emails.
- (4) securing their accounts and devices by (i) ensuring their accounts are as secure as possible by creating unique and strong passwords, and safeguarding your account information and online access credentials and (ii) ensuring the devices used to access or contact ICMA-RC are up to date with current security technology such as antispyware and antivirus software.

ICMA-RC's Security Guarantee is public information. The ICMA-RC Security Guarantee covers all accounts administered by ICMA-RC, and does not cover the following (i) other accounts the Plan or participants and held at other institutions, (ii) unauthorized activity by an employer or plan sponsor representative with access to a participant's account, (iii) or any participant's or the Plan's own fraudulent acts and omissions. If participants or the Plan intentionally or negligently grant authority to or share their ICMA-RC account information or access credentials with any other persons or entities, such persons' or entities' activities in regard to the account will be considered authorized by the participant or the Plan and therefore not covered by the guarantee. If participants or the Plan has a claim, the participant or Plan will cooperate with ICMA-RC's investigation, which may include taking actions such as filing a police report or providing an affidavit. The Security Guarantee does not cover legal expenses, taxes, or lost opportunity costs. ICMA-RC will determine the amount and form of any reimbursement provided under the Security Guarantee in its sole discretion. ICMA-RC reserves the right to modify or withdraw this Security Guarantee at any time.

11. DISTRIBUTIONS

- A. ICMA-RC will assist the participant in preparing the necessary forms to select his/her distribution option. This would also include those distributions covered in the Plan's de-minimus provisions and those distributions required by law.
- B. Participants electing a payment of a lump sum amount will have their payment processed within three business days if documentation is received in good order and the EMPLOYER has provided termination data.
- C. With respect to the administrative services provided by ICMA-RC in connection with unforeseeable emergency withdrawal requests (submitted by participants in the

EMPLOYER's 457(b) Eligible Deferred Compensation Plan, the EMPLOYER and ICMA-RC agree as follows:

1. ICMA-RC will make available to the EMPLOYER and participants in the Plan copies of the ICMA-RC 457 Deferred Compensation Plan Emergency Withdrawal Form (or an EMPLOYER-customized form) ("Form") to be used in connection with emergency withdrawal requests. EMPLOYER will notify participants that they must complete the Form and submit it, along with all required documentation, (the "Application") to ICMA-RC for processing.
2. ICMA-RC will review the Application to determine whether the participant's request complies with the criteria for an unforeseeable emergency withdrawal under section 457 of the Internal Revenue Code ("Code") and regulations thereunder, applicable Plan provisions (collectively, the "Emergency Withdrawal Criteria").
3. ICMA-RC may rely in all respects, without having to make further inquiry, upon the Application submitted by the participant, including all supporting documentation, information, or representations provided by the participant. ICMA-RC shall be deemed to have received an Application in good order upon receipt of an Application in a form and manner required by or acceptable to ICMA-RC. ICMA-RC shall not be required to process an Application that has not been submitted in good order.
4. ICMA-RC may take up to five business days to review a request for the purpose of determining whether it is in good order. This five-day assessment period shall not be counted for the purpose of determining ICMA-RC's compliance with disbursement processing performance standards subject to service guarantees.
5. Adequate supporting documentation must be provided by a participant in order for ICMA-RC to make a determination regarding compliance of the participant's request with the Emergency Withdrawal Criteria. An Application otherwise in good order that does not include such documentation will be denied.
6. A participant may resubmit an Application so denied, along with the necessary supporting documentation, for reconsideration by ICMA-RC.
7. Based on ICMA-RC's review of the Application, ICMA-RC will either (a) approve and process the request or (b) reject and deny the request. On a monthly basis, ICMA-RC will provide the EMPLOYER or its designee, as appropriate, a report listing all the Applications processed during the previous month. Such a report will list the participant's name, request date, requested amount, reason for the request and the decision whether to grant or deny the request.
8. If a participant disagrees with ICMA-RC's denial of the Application or partial approval of the Application, the participant may request that the EMPLOYER review the Application. In such cases, ICMA-RC will provide the EMPLOYER with a copy of the Application.
9. The EMPLOYER will treat as binding ICMA-RC's decision to make a payment pursuant to an Application in good order, unless otherwise directed by EMPLOYER.

10. EMPLOYER agrees to allow participants in the Plan to submit their requests for Emergency Withdrawal through ICMA-RC's secure web portal.
 11. EMPLOYER acknowledges and agrees that ICMA-RC is not responsible for detecting inaccuracies, misstatements, or falsifications made by participants related to the processing of the Application. ICMA-RC's review **is not** designed to detect such issues. Processing Applications is subject to the limitation that errors, misstatements, fraud, or other unlawful acts by participants may not be detected. Nonetheless, unless prohibited by law or by judicial or regulatory request, ICMA-RC will communicate to the EMPLOYER or their designee, as appropriate, any such matters that come to ICMA-RC's attention during the processing of the Application.
 12. EMPLOYER agrees to hold ICMA-RC harmless in connection with any claim or liability arising as a result of ICMA-RC's processing of emergency withdrawal requests under the Plan, unless such claim or liability results solely from the willful misconduct of ICMA-RC or its employees, directors, officers or agents.
 13. EMPLOYER further acknowledges and agrees that ICMA-RC has no discretionary authority with respect to a participant's unforeseeable emergency withdrawal request.
- D. ICMA-RC shall offer to participants for distribution of their account a designated amount payment option. Payments shall be made on a monthly, quarterly, semi-annual or annual basis as specified by the participant, in equal installments until the amount applied, adjusted each business day for investment results, is exhausted. The final installment will be the sum remaining at the time such payment is due. Distribution selections may be changed by Plan Participants as permitted by the Plan.
- E. ICMA-RC shall also offer to Plan Participants a designated period payment option with a variable payment. Payments shall be made monthly, quarterly, semi-annually, or annually for any specified number of years as permitted by the Plan, at the discretion of the Plan participant. The amount of each variable payment shall be determined by dividing the Participant's current portfolio balance by the number of remaining payments.
- F. All payment options are available for all investment options. Participants selecting the options in B, D or E above shall be subject to the same fees and charges, and permitted the same exchange opportunities, as an active or inactive participant as defined by the Plan. Processing of these options will be completed by ICMA-RC upon receipt of properly completed forms, in a time frame necessary to effectuate the "payment begin date" requested by the participant. Monthly Installments can be paid on an optional weekly cycle that is offered by ICMA-RC and which is selected by the participant. All distributions will be made pro-rata from each of the Participant's investment options unless the participant selects a fund depletion order.
- G. With regards to distributions from the EMPLOYER's Plan, ICMA-RC will be responsible for preparing and filing all reports required by federal and state taxing authorities through the effective date of the termination of the contract. EMPLOYER shall be responsible for all reporting requirements for periods prior to the effective date of this contract, or after the termination date of this contract. ICMA-RC will be responsible for the annual filing of individual 1099R forms. ICMA-RC shall withhold income taxes from distributions as

required, and remit said taxes to appropriate regulatory authorities. ICMA-RC shall also prepare and file periodic and annual tax returns for said amounts withheld.

- H. ICMA-RC agrees to provide Plan participants anticipating retirement or other separation from service with illustrations indicating monthly benefit payments at an assumed interest rate for savings accounts or an assumed rate of earnings for mutual fund investments. Such assumed interest rate or rate of earnings shall be for illustration purposes only. The actual interest rate/yield paid on saving products during distribution shall change quarterly. For variable investment options, earnings will be those actually earned.

12. **SERVICE GUARANTEES**

	Benchmark	Amount at Risk
Phone		
Plan sponsor services response time:	80% of calls answered within 60 seconds.	\$2,500 per year in which this does not occur.
Participant services response time:	80% of calls answered within 60 seconds.	\$2,500 per year in which standard is not met.
Return all calls to plan sponsor within:	Calls returned within one (1) business day.	Our financial penalty will be based upon emails. We find that our plan sponsors communicate more through email, and this is tracked. \$1,000 per year in which fewer than 95% of emails sent from plan sponsor receive a response within one (1) business day.
Return all calls to participants within:	Calls returned within one (1) business day.	Not applicable. Participants can make phone calls to various personnel at the local level and at headquarters.
Statements		
Participant statement delivery time:	99% of quarterly statements will be made available electronically within 12 business days of the end of the quarter.	\$2,500 per year in which the standard is not met due to circumstances under ICMA-RC control.
Sponsor plan statement delivery time:	Plan sponsor-level statements will be made available electronically within 12 business days of the end of the quarter.	\$2,500 per year in which standard is not met due to circumstances under ICMA-RC control.
Participant Services		

	Benchmark	Amount at Risk
Number of on-site education days:	A minimum of 40 days or mutually agreed-upon number of on-site (or virtual if on-site is not available) education days.	\$2,500 per year in which target number of meetings is not met.* *Assumes department heads make available access to participants and employees to meet required target
Number of on-site group meetings:	Mutually agreed-upon number of on-site (or virtual if on-site is not available) seminars.	\$2,500 per year in which target number of seminars is not met.
Financial planning services	N/A	N/A
Administration		
Contribution posting:	If received in good order before 1:00 p.m. Pacific Time on a normal business day, contributions will post as of the close of business that day.	\$2,500 per year in which at least 26 payrolls are submitted and in which 2 or more payrolls received in good order are not processed within benchmark due to ICMA-RC error.
Withdrawals processed:	95% of withdrawal requests (minimum of 20) received in good order will be processed within three business days following the date the request is received.	\$2,500 per year in which the standard is not met due to ICMA-RC error.
Emergency withdrawals processed:	95% of emergency withdrawal requests (minimum of 20) received in good order will be processed within two business days following the date the request is received with complete supporting documentation and plan sponsor approval.	\$2,500 per year in which the standard is not met due to ICMA-RC error.
Rollovers/transfers out:	Please refer to withdrawals processed; this measurement is included in withdrawals paid.	See above.

	Benchmark	Amount at Risk
Loan processing (if applicable):	99% of loan requests submitted via the Account Access website will be processed within one business day. Online requests received in good order by 4:00 p.m. Eastern Time on a normal business day will be processed as of the close of business that day.	\$2,500 per year in which the standard is not met due to ICMA-RC error.
Plan Sponsor Services		
Report delivery:	Monthly reports available within EZLink within seven business days after end of calendar month	\$2,500 per year if the standard is not met.
Training:	Mutually agreed upon training for the City's retirement staff.	\$500 per year in which training is requested but not provided.
Overall Satisfaction		
Draft and distribute survey:	Survey schedule to be mutually agreed upon between the IEUA and ICMA-RC.	\$2,500 if survey is not distributed based upon mutually agreed upon schedule.
Satisfaction survey score:	Measurement system to be mutually agreed upon between the IEUA and ICMA-RC.	\$2,500 per year based upon mutually agreed upon measurement is not met.

Failure of ICMA-RC to meet the service standards listed above may result, at the discretion of the EMPLOYER, in the imposition of the monetary penalty; provided, however, that ICMA-RC shall not be deemed to have failed to meet the service standards in the event that such failure is beyond the control of ICMA-RC, including, but not limited to, Acts of God, severe weather, strikes, terrorist attacks, and war.

13. COMPENSATION

- A. **Participant Fees.** Plan participant accounts shall be assessed \$30 annually to cover the costs of record-keeping by ICMA-RC, and shall be assessed an asset based fee of 0.045% for other costs associated with the Plans as directed by the Employer. The Employer shall work with ICMA-RC to determine the appropriate amount of the fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer.
- B. **Revenue Requirement.** ICMA-RC shall be entitled to total annual aggregate revenue of \$30 per participant account under ICMA-RC's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by ICMA-RC from

amounts collected through the application of the a fees described in section 13.A. prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in section 13.C. below.

- C. **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 13.A shall be held in an Administrative Allowance Account (that is maintained as a Plan asset by ICMA-RC). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer.
- D. **Revenue Received from Investment Options.** Neither ICMA-RC nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. ICMA-RC shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 13.A. above. In the event that any Plan investment options do generate revenue from plan investments, ICMA-RC shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- E. **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- F. **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- G. **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 13 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 13 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

- H. The compensation and payment set forth in this Section 13 are contingent upon the EMPLOYER's use of ICMA-RC's EZLink system for contribution processing and the submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation and payment set forth are also contingent upon the Plan's use of the Vantagepoint PLUS Fund of VantageTrust as the sole stable value investment option, in the R12 share class.
- I. Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet ICMA-RC's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

14. MATERIAL BREACH AND CURE PERIOD

Non-Compliance with the provisions of this Agreement can result in termination of this Agreement. In addition to any other remedies for termination set forth under this Agreement, either party may upon ninety (90) days written notice to the officials noted below, terminate this Agreement for non-compliance of the provisions of this agreement. Either Party may, given the opportunity, correct the non-compliance as directed in the notice, but must do so in a reasonable time as prescribed in the notice. The EMPLOYER may also extend the time of termination of this Agreement to a period of not more than six (6) months in order to find another provider or complete transition of the assets to another program.

15. TERMINATION

Upon the effective date of termination of this Agreement, the following shall occur:

- A. ICMA-RC will no longer accept deferrals.
- B. ICMA-RC will provide EMPLOYER a copy of all records relating to participant sub-accounts, in electronic format, within forty-five (45) days after the effective date of termination.
- C. If termination is due to either party exercising the right of termination described in Section 7 of this Agreement, within 45 days of the effective date of termination, ICMA-RC will liquidate the funds and transfer to EMPLOYER or to such other entity as EMPLOYER may designate in writing, subject further to the terms and conditions of the Trust Agreement and the VT Disclosures. ICMA-RC agrees to provide a final accounting of all Plan assets for which ICMA-RC provides record keeping and agrees to cooperate with the requests of the EMPLOYER and the successor provider(s) to the extent we are able. Accounts in distribution will be transferred to EMPLOYER or its designee in accordance with the time frame described above.
- D. This Agreement is contingent upon the existence of a Trust Agreement. If the Trust Agreement is discontinued, this Agreement automatically terminates as of the date the Trust Agreement is discontinued.

16. CONFIDENTIALITY

ICMA-RC agrees that all information supplied to and all work processed or completed by ICMA-RC shall be kept confidential and will not be disclosed except as required or permitted by law, judicial order or regulatory request.

This agreement governs the services pertaining to the Plan only. The provider agrees that it shall not solicit ancillary non-retirement products, not related to the servicing of the Plan, to participants and employees.

17. PRIVITY OF CONTRACT

ICMA-RC and Plan Participants shall have no privity of contract with each other.

18. TITLE AND OWNERSHIP

In accordance with the provisions of Internal Revenue Code Section 457 and 401(a), all account(s) established under this Agreement shall be held in the name of EMPLOYER, or by a Trustee/Custodian with a multi-employer "omnibus account" for the benefit of participants, in accordance with the Plan.

19. CIRCUMSTANCES EXCUSING ICMA-RC PERFORMANCE

Neither party to the Contract shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

20. GENERAL PROVISIONS

The responsibility of ICMA-RC is limited to the terms of this Agreement. Nothing in this Agreement shall be construed to make ICMA-RC responsible for the Plan or Plan Trust or to confer responsibilities upon ICMA-RC except for those expressly provided for in this Agreement. The EMPLOYER agrees and acknowledges that no discretionary responsibility is hereby conferred upon or assumed by ICMA-RC under this Agreement. The EMPLOYER hereby acknowledges that ICMA-RC does not agree, pursuant to this Agreement or otherwise, to provide tax, legal, or investment advice.

ICMA-RC shall perform its obligations hereunder as agent for the EMPLOYER and only in accordance with instructions received from those persons authorized to act on behalf of the EMPLOYER as specified to EMPLOYER in writing.

The EMPLOYER understands that all services performed and reports prepared pursuant to this Agreement will be based on information provided by the EMPLOYER and that ICMA-RC shall incur no liability and responsibility for the performance of such services and preparation of such reports until and unless such information as ICMA-RC shall request is provided. ICMA-RC shall be entitled to rely on the information submitted as to accuracy and completeness and assume no obligation or duty to verify such information. The EMPLOYER understands that all services performed and reports prepared pursuant to this Agreement will be in satisfaction of this Agreement. Where the information provided to ICMA-RC by the EMPLOYER was incorrect, and where services previously provided, based on such incorrect information, must be performed again, ICMA-RC reserves the right to charge additional fees. ICMA-RC shall have no responsibility or liability for any error, inadequacy, or omission, which results from inaccurate information, data documents or other records provided to ICMA-RC. The performance of obligations hereunder is subject to force majeure and is excused by fires, power failures, strikes, acts of God, restrictions imposed by government, or delays beyond the control of the delayed party.

EMPLOYER hereby agrees that ICMA-RC, its officers, employees, brokers, registered representatives, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes ICMA-RC to disclose Plan and participant information to the Plan's agent and/or broker of record on file with ICMA-RC. Plan and participant information may also be used or disclosed by ICMA-RC to other third parties pursuant to a written authorization signed by the EMPLOYER. Notwithstanding anything to the contrary contained herein, it is expressly understood that ICMA-RC retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation, which may arise in connection with this Agreement, the Trust Agreement funding the Plan, or the Plan.

Where information needed to perform services under this Agreement is not received in good order, the EMPLOYER authorizes ICMA-RC to contact any employee at his or her home or business address to obtain additional information.

ICMA-RC may assign its rights and obligations under this Agreement to an affiliate or subsidiary company without the written consent of EMPLOYER. However, any other assignment of this Agreement, or any part of it, without the written consent of the other party shall be void.

21. INDEMNIFICATION

Indemnification by the Plan Sponsor - The Plan Sponsor agrees to indemnify and hold harmless ICMA-RC, its subsidiaries, affiliates, officers, directors, and employees from and against any and all loss, damage or liability assessed against ICMA-RC or incurred by ICMA-RC arising out of or in connection with any claim, action or suit brought or asserted against ICMA-RC alleging or involving the Plan Sponsor's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement and/or the Plan; provided that ICMA-RC has notified the Plan Sponsor promptly and in writing of the claim, action or suit. The provisions of this Section shall survive any termination of this Agreement.

Indemnification by ICMA-RC. ICMA-RC agrees to indemnify and hold harmless the Plan Sponsor, its officers, directors, and employees from and against loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action or suit brought or asserted against the Plan Sponsor alleging or involving ICMA-RC 's negligence or willful misconduct in the performance (or non-performance) of its services, duties and obligations under this Agreement; provided that the Plan Sponsor has notified ICMA-RC promptly and in writing of the claim, action or suit. The provisions of this Section shall survive any termination of this Agreement. Notwithstanding the foregoing, ICMA-RC's obligations to indemnify and hold harmless the Plan Sponsor's officers, directors, and employees ("Personnel") shall not apply to actions involving such Personnel acting in the capacity of a holder of an account administered by ICMA-RC.

Notwithstanding anything to the contrary contained herein, neither party nor their affiliates shall be liable for indirect, special or consequential damages.

22. ATTORNEYS' FEES

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party shall be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

23. ASSIGNABILITY

Except as provided in Section 20, No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not to be unreasonably withheld, as further described in the Trust Agreement. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein. This provision shall not restrict ICMA-RC's right to delegate certain services to an agent, including any affiliate.

24. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties. The parties desire that this Agreement, with Exhibits, Addenda, and Amendments, as may be amended from time to time in writing upon agreement of the parties, shall be binding. In the event of conflict or inconsistency between the Agreement and Exhibits, language in this Agreement shall control.

25. APPLICABLE LAW

ICMA-RC and EMPLOYER shall comply with any and all federal, state and local laws affecting the services covered by this Agreement. This Agreement will be construed and enforced in accordance with and governed by the laws of the State of Washington.

26. UNLAWFUL PROVISIONS

In the event any provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein. Notwithstanding anything contained herein to the contrary, no party to this Agreement will be required to perform or render any services hereunder, the performance or rendition of which would be in violation of any laws relating thereto.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

27. MODIFICATION

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

The Agreement may be amended by ICMA-RC upon written consent of the EMPLOYER, which consent shall not be unreasonably withheld, by providing 60 days written notice of the amendment to the EMPLOYER. If the EMPLOYER does not provide ICMA-RC with a written objection to such proposed amendment within 90 days of receipt, the amendment shall be deemed accepted by the EMPLOYER.

Notwithstanding the foregoing, ICMA-RC may make enhancements to its services or may make nonmaterial modifications upon notice to the EMPLOYER through the Employer Bulletin, quarterly statements, electronic messages or special mailings.

28. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in the Agreement and neither party may, at any time, enforce the provision previously waived, unless a modification to this Agreement has been executed.

29. SEVERABILITY

The provisions of this Contract are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Contract shall be determined to be invalid by a court or federal, state or City, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision.

30. INSURANCE

ICMA-RC shall obtain and maintain in full force and effect throughout the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation insurance.** If and to the extent required by law during the term of this Agreement, ICMA-RC shall provide workers' compensation insurance for the performance of any of ICMA-RC's duties under this Agreement; including EMPLOYER's liability and shall provide CITY with certification of all such coverages upon request by EMPLOYER's Risk Manager.

(b) **Liability Insurance.**

(1) **General Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, issued by a company having an A.M. Best Rating of no less than A:VIII, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of that party under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit. The general liability policy shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

2) **Professional Liability.** Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and issued by a company duly and legally licensed to transact business in the State of Washington, covering all professional acts or omissions of that party arising out of or in connection with this Agreement

3) **Comprehensive Automobile Liability Insurance.** Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(4) **Certificates of Coverage.** Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to the other party), the coverages shall be evidenced by one or more certificates of

coverage which shall be filed with the other party's Secretary or Clerk prior to reimbursement for performance of any of the party's duties under this Agreement; shall reference this Agreement by its CITY number or title and department. For the insurance coverages referenced in 7(b) (1) and (3), ICMA-RC shall include the CITY, its officers, employees, agents and volunteers as additional insureds.

31. NONDISCRIMINATORY EMPLOYMENT

ICMA-RC and/or any permitted subcontractor retained to provide custom services unique to EMPLOYER, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. ICMA-RC understands and agrees that ICMA-RC is bound by and will comply with the nondiscrimination mandates of all applicable Federal, State and local statutes, regulations and ordinances. ICMA-RC shall be responsible for such compliance by any such permitted subcontractor.

32. NOTICES

All notices and demands to be given under this Agreement by one party to another shall be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice shall be deemed received on the earlier of, 3 days from the date of mailing, or the day the notice is actually received by the party to whom the notice was sent.

If to ICMA-RC: ICMA Retirement Corporation
 Attention: Legal Department
 Address: 777 North Capital Street, NE
 Washington, DC 20002-4240

If to EMPLOYER: City of Spokane, Washington
 Attention: Retirement Department
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first written above.

APPROVED BY
ICMA-RC

APPROVED BY
City of Spokane

By: _____
Title: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

Assistant City Attorney

CLERK

Exhibit A

DOMESTIC RELATIONS ORDER

The EMPLOYER's Plan provides for the assignment of a Participant's benefit to another individual pursuant to a qualified domestic relations order (hereinafter "QDRO").

ICMA-RC agrees to provide administrative services in connection with requests for an assignment pursuant to a domestic relations order (hereinafter "DRO"). ICMA-RC shall only provide such services to or on behalf of participants who have an account under the Plan.

With respect to the administrative services provided by ICMA-RC in connection with DRO Assignments submitted by participants in the EMPLOYER's Plan, the EMPLOYER and ICMA-RC agree as follows:

EMPLOYER authorizes ICMA-RC to process Participant DRO Assignment Requests determined to be in Good Order.

EMPLOYER shall retain the final authority as to the determination of Good Order with respect to all DRO Assignment Requests.

ICMA-RC shall provide all necessary paperwork within a standardized DRO Assignment Request package to participants. Such materials shall also be made available to the EMPLOYER upon request.

DRO Assignment Requests must be submitted to ICMA-RC on prescribed request forms provided by ICMA-RC as part of the standardized DRO Assignment Request package. Such forms shall be forwarded directly to ICMA-RC Home Office in Washington DC.

ICMA-RC shall review all DRO Assignment Requests made by participants to determine whether such requests are in Good Order.

After reviewing each DRO Assignment Request, ICMA-RC shall;

- a)** process payment to the alternate payee or segregate assets to an account established for the alternate payee, where the participant's DRO Assignment Request is determined to be in Good Order; or
- b)** work with the parties, their authorized representatives, or the courts (as applicable) to correct a DRO Assignment Request that is determined not to be in Good Order.

EMPLOYER authorizes ICMA-RC to process a DRO Assignment Request, if such DRO Assignment Request is found by ICMA-RC to be in Good Order. EMPLOYER agrees that "Good Order" shall be found where the participant, the alternate payee and their respective legal counsels, use the DRO Assignment Request to provide and certify to the following information and criteria:

- 1)** A DRO has been issued by any state agency or instrumentality with the authority to issue judgments, decrees, or orders, or to approve property settlement agreements, pursuant to state domestic relations law (including community property law); and
- 2)** The DRO clearly specifies the name and last known mailing address of the participant and the alternate payee; and

- 3) The DRO provides that it is applicable to the EMPLOYER's Plan; and
- 4) The DRO relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant; and
- 5) The DRO is made under a state's community property or other domestic relations law; and
- 6) The DRO creates, recognizes, or assigns the right to receive all or a portion of a participant's plan benefits to the spouse, former spouse, child, or other dependent of a Participant; and
- 7) The DRO clearly delineates the dollar amount or percentage or the method of determining the dollar amount or percentage of the benefit to be assigned to the Alternate Payee. The DRO and the DRO Assignment Request must clearly specify the amount of such benefit to be awarded to the alternate payee; and
- 8) The Domestic Relations Order clearly indicates the number of payments to be made to the alternate payee or time period to which the order applies; and
- 9) The Domestic Relations Order applies only to the participant's account balance; and
- 10) The Domestic Relations Order does not provide for any type or form of benefit, or any option, not otherwise provided under the Plan; and
- 11) The Domestic Relations Order does not assign benefits to the Alternate Payee that are payable to someone else under a prior qualified domestic relations order; and
- 12) The DRO Assignment Request is signed by the participant, the alternate payee and their respective legal counsels.

For purposes of this section, an alternate payee cannot be anyone other than a spouse, former spouse, child, or other dependent of a Participant.

EMPLOYER reserves the right to amend this Exhibit A.

EMPLOYER reserves the right to review all DRO Assignment Requests made by participants to determine whether such requests are in Good Order as set forth in this Section. If the EMPLOYER, in its sole discretion, makes such determination, the EMPLOYER must provide written documentation indicating that it has reviewed and approved the participant request and provide direction to ICMA-RC to process the DRO Assignment Request.

The EMPLOYER acknowledges that: ICMA-RC will not utilize discretion in determining whether or not a DRO is qualified within the meaning of Section 414(p) of the Internal Revenue Code; and

ICMA-RC will follow the guidelines set forth in this section and will utilize the DRO Assignment Request; and

ICMA-RC will process a domestic relations order in accordance with clear and specific directions provided to it through a DRO Assignment Request where a participant, alternate payee and their respective counsels have provided the requisite information and certifications.

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

02/22/2021

Date Rec'd	2/10/2021
Clerk's File #	OPR 2021-0105
Renews #	
Cross Ref #	OPR 2021-0104
Project #	
Bid #	
Requisition #	CR22335000

Submitting Dept	RETIREMENT
Contact Name/Phone	PHILLIP TENCICK 6336
Contact E-Mail	PTENCICK@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1980 DEFERRED COMPENSATION ADMIN FUND

Agenda Wording

Consulting Services Agreement with Hyas Group, LLC 108 NW 9th Ave, Suite 203, Portland OR 97209 to provide investment consulting services for the Spokane ICMA-RC Deferred Compensation Plan.

Summary (Background)

The ICMA-RC Deferred Compensation committee selected Hyas Group as the Independent Investment Consultant Company to monitor and report to the Committee regarding the City's 457 Deferred Compensation Plan held with the provider ICMA-RC.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

<u>Dept Head</u>	TENCICK, PHILLIP
<u>Division Director</u>	
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	j davidson@spokanecity.org
	cshisler@spokanecity.org

Additional Approvals

<u>Purchasing</u>	WAHL, CONNIE



City of Spokane

CONSULTANT AGREEMENT

Title: INVESTMENT CONSULTING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYAS GROUP, LLC**, whose address is 108 NW 9th Avenue, Suite 203, Portland, Oregon 97209 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Investment Consulting Services to the Retirement Department for the City; and

WHEREAS, the Firm was selected through a Request for Proposal (RFP).

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Firm 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 Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Firm 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 Firm's progress.

4. COMPENSATION.

Total annual compensation for Firm's services under this Agreement shall be a maximum amount not exceed **FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00)**, including tax if applicable, paid quarterly, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Retirement Department, 808 West Spokane Falls Boulevard, 6th Floor, 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 Firm's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Firm 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 Firm to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work

is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

- A. Firm 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 Firm'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, Firm shall pay and maintain in current status all taxes necessary for performance. Firm shall not charge the City for federal excise taxes. The City will furnish Firm 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 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 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. 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. Firm shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Firm 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 Firm's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 Firm'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 Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm 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 Firm 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 Firm's services to be provided under this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm 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 Firm 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 Firm, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Firm shall permit the City to copy such books and records at its own expense. The Firm shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Firm is an independent Consultant. This Agreement does not intend the Firm to act as a City employee. The City has neither direct nor immediate control over the Firm nor the right to control the manner or means by which the Firm works. Neither the Firm nor any Firm employee shall be an employee of the City. This Agreement prohibits the Firm to act as an agent or legal representative of the City. The Firm 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 Firm shall pay all income and other

taxes as due. The Firm may perform work for other parties; the City is not the exclusive user of the services that the Firm provides.

- B. If the City needs the Firm 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 Firm works on the City premises using City equipment, the Firm remains an independent Firm and not a City employee. The Firm 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 Firm will be required to work from its own office space or in the field. The City may negotiate a reduction in Firm fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm 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 Firm's employment, the Firm 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 Firm from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Firm shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Firm shall incorporate by reference this Agreement, except as otherwise provided. The Firm 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 Firm from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Firm shall promptly notify the City in writing of any person expected to be a Firm Worker (including any Firm employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Firm shall ensure compliance with the City Ethics Code by any Firm Worker when the Work or matter related to the Work is performed by a Firm Worker who has been a City officer or employee within the past two (2) years.
- C. Firm 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 Firm. Promotional items worth less than \$25 may be distributed by the Firm to a City employee if the Firm 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.

Firm confirms that the Firm 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 Firm selection, negotiation, drafting, signing, administration or evaluation of the Firm's work. As used in this Section, the term Firm includes any worker of the Firm 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.

Firm 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 Firm under this Agreement in the delivery of a final work product. The standard of care applicable to Firm's services will be the degree of skill and diligence normally employed by professional engineers or Firms 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. Firm, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Firm 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 Firm shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Firm for the Work, whether or not the Work is completed. The Firm 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 Firm for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Firm 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 Firm does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Firm created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Firm 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 Firm 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 Firm 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 Firm 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. Firm 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. Firm may identify any materials Firm believes to be not subject to release under the Public Records Act. City will not be bound by Firm'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 Firm or Firm'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 Firm, City will endeavor to notify Firm and Firm 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 Firm, the City will release the requested records.**

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Firm's performance, shall first be through negotiations, if possible, between the Firm's Project Manager and the City's Project Manager. It shall be referred to the Director and the Firm'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 Firm to correct such work prior to the City payment. The City will provide to the Firm 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 Firm 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 Firm 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 Firm'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 Firm, the Firm 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 Firm agrees this payment shall fully and adequately compensate the Firm 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 Firm shall provide the City with the most current design documents, contract documents, writings and other products the Firm 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 Firm harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Firm'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 Firm 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 Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm 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 Firm after the time the same shall have become due nor payment to the Firm 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. 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 Firm. 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.

HYAS GROUP, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Hyas Scope of Work

20-188

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

CONSULTING SERVICES SCOPE OF WORK:

Development and review of Investment Policy Statement

- > Establish a Statement of Purpose
- > Develop a Statement of Responsibility
- > Determine investment goals and objectives
- > Create investment guidelines
- > Set investment performance review and evaluation criteria
- > Provide ongoing review of document

Quarterly comprehensive investment performance reports

- > Illustrate and communicate big picture thematic, economic and specific asset class trends
- > Present fund performance against its relative asset class benchmark
- > Create asset allocation charts
- > Provide investment manager attribution reports and due diligence notes
- > Provide in-person presentation of performance reports at client location

Quarterly report on participant investment activity, Plan fees and the Regulatory environment

- > Present participant cash flow and investment utilization data
- > Calculate and present vendor and investment manager fee information
- > Identify and discuss relevant trends in Plan legislative, regulatory and judicial environment
- > Analyze and present information on new investment products and Plan services

Ongoing due diligence for each investment option in the Plan

- > Produce attributions on each fund manager
- > Evaluate attributions according to sector returns and weights, capitalization breakdown, asset class and style benchmarks
- > Compare portfolio statistics to the asset class benchmark
- > Conduct on-site manager evaluations, as necessary

Comprehensive investment manager searches, as needed

- > Select appropriate manager screening criteria
- > Initiate data collection and review
- > Provide comprehensive risk *and* return analysis
- > Identify suitable finalist candidates
- > Present results to Committee and offer recommendation

Ongoing plans compliance review and assistance

- > Provide updates related to legal and regulatory changes effecting the plans
- > Review plan documents and agreements and provide commentary as required
- > Provide assistance to ensure plans operates in compliance with state and regulatory requirements

FEE SCHEDULE:

In accordance with the Consulting Services Scope of Work and for the Services, Deliverables and Consultant Work Product provided for under said Scope, Consultant shall be paid an annual fee for the term of the agreement, payable in quarterly payments per the chart below; such payments shall be Consultant's sole compensation, including travel and all other expenses for its rendering of the Services and preparation and delivery of the Consultant Work Product. Consultant shall invoice Client at the address listed in this agreement for the Services, Deliverables or Consultant Work Product and shall be paid net thirty (30) days from date of an accurate invoice or receipt of Services, Deliverables or Consultant Work Product, whichever occurs later.

Term	Annual Fee	Quarterly Payment
January 1, 2021 – December 31, 2025	\$48,000	\$12,000

ADDITIONAL TERMS:

Fiduciary Responsibility. Consultant acknowledges and agrees that in providing services described in the Scope of Work, it is acting as an investment advisor fiduciary as defined in ERISA § 3(21) in rendering investment advice to the Client based on the particular needs of the Client as stated herein.

Proxy Voting. Consultant does not exercise proxy voting authority over client securities. The obligation to vote client proxies at all times rests with Client. However, Client is not precluded from contacting Consultant for advice or information about a particular proxy vote. However, Consultant will not be deemed to have proxy voting authority as a result of providing such advice to Client.

Should Consultant inadvertently receive proxy information for a security held in the Plan's account, Consultant will immediately forward such information to Client, but will not take any further action with respect to the voting of such proxy. Upon termination of this Agreement, Consultant will make a good faith and reasonable attempt to forward proxy information inadvertently received by Consultant on Client's behalf to the forwarding address provided by Client.

Risk. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Plan's investment objectives will be achieved. Consultant will not be liable for any error in judgment and/or for any investment losses in the absence of malfeasance, negligence or violation of applicable law. Nothing in this Agreement will constitute a waiver or limitation of any rights which Client may have under applicable state or federal law, including without limitation state and federal securities laws.

8.9 Acknowledgement of Receipt of Part 2 Form ADV. Client acknowledges that it has received and has had an opportunity to read Consultant's firm brochure (Form ADV, Part 2A) and applicable brochure supplements (Form ADV, Part 2B) prior to, or at the time of, entering into this Agreement.

8.10 Acknowledgement of Receipt of Privacy Notice. Client acknowledges that it has received and has had an opportunity to read Consultant's privacy notice prior to, or at the time of, entering into this Agreement.



HYAS GROUP

108 NW 9th Avenue, Suite 203
Portland, Oregon 97209

MAIN 971.634.1500 FAX 503.914.0022
www.hyasgroup.com

HYAS GROUP, LLC PRIVACY NOTICE

We, like other professionals who advise on personal financial matters are required to inform our clients of our policies regarding the privacy of client information.

In the course of providing our clients with certain advice, we may receive nonpublic or personal financial information from our clients, their accountants and other representatives, such as financial statements, tax and income information and other financial information. All nonpublic or personal information that we receive regarding our clients or former clients is held in strict confidence in accordance with our professional obligations, and is not released to people outside the Firm, except with your consent or as required by law or to explain our actions to professional organizations that we are members of. We may share certain information with non-affiliated third parties who assist us in providing our services to you (such as administrative and client service functions) or marketing services, to advise you of our services, subject to the obligation of these third parties not to use or disclose such information for any other purpose.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic or personal information from unauthorized disclosure, we maintain physical, electronic and procedural safeguards.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2020

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 RISI dba Pan American Insurance Services 520 Capitol Mall Suite 500 Sacramento CA 95814	CONTACT NAME: Kelly Verduzco PHONE (A/C, No, Ext): (916) 286-5973 FAX (A/C, No): (916) 646-3996 E-MAIL ADDRESS: kelly.verduzco@relationinsurance.com																					
INSURED Hyas Group, LLC 108 NW 9th Ave Ste 203 Portland OR 97209	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER B:</td><td>Hartford Accident And Indemnity Company</td><td>22357</td></tr><tr><td>INSURER C:</td><td>Markel American Insurance Company</td><td>28935</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Insurance Company	29424	INSURER B:	Hartford Accident And Indemnity Company	22357	INSURER C:	Markel American Insurance Company	28935	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 20/21 GL/Auto/WC/PL**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57 SBA UY4351	08/01/2020	08/01/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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PROPERTY DAMAGE (Per accident)	\$																				
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	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
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	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	57 WEC PH7146	08/01/2020	08/01/2021	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Professional Liability Retention \$100,000/Claims Made Policy			PL84532C	08/01/2020	08/01/2021	<table><tr><td>Each Loss</td><td>\$10,000,000</td></tr><tr><td>Aggregate</td><td>\$10,000,000</td></tr></table>	Each Loss	\$10,000,000	Aggregate	\$10,000,000										
Each Loss	\$10,000,000																				
Aggregate	\$10,000,000																				

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

City of Spokane is named additional insured as respects the general liability policy if required by a written contract per form SS 00 08 04 05 attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Christine Shisler 808 W. Spokane Falls Blvd., #6 Spokane WA 99201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

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

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

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

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

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

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

4. Operator Of Mobile Equipment

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

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

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

d. Architects, Engineers Or Surveyors

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

e. Permits Issued By State Or Political Subdivisions

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

f. Any Other Party

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

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

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

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

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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

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

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

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

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

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

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

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

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

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

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

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

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

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

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

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

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage"** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Volunteer worker"** means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

OPR 2021-0106

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 625-6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 MFTE FOR 44 W 6TH AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with 5D Holdings, LLC for up to 23 new multi-family housing units in an existing commercial building located at 44 W 6th Ave, Parcel Number 35191.1810

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\OtherUrban Experience
October 12, 2020**Division Director**

BECKER, KRIS

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

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kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

abrast@spokanecity.org

Purchasing

Briefing Paper

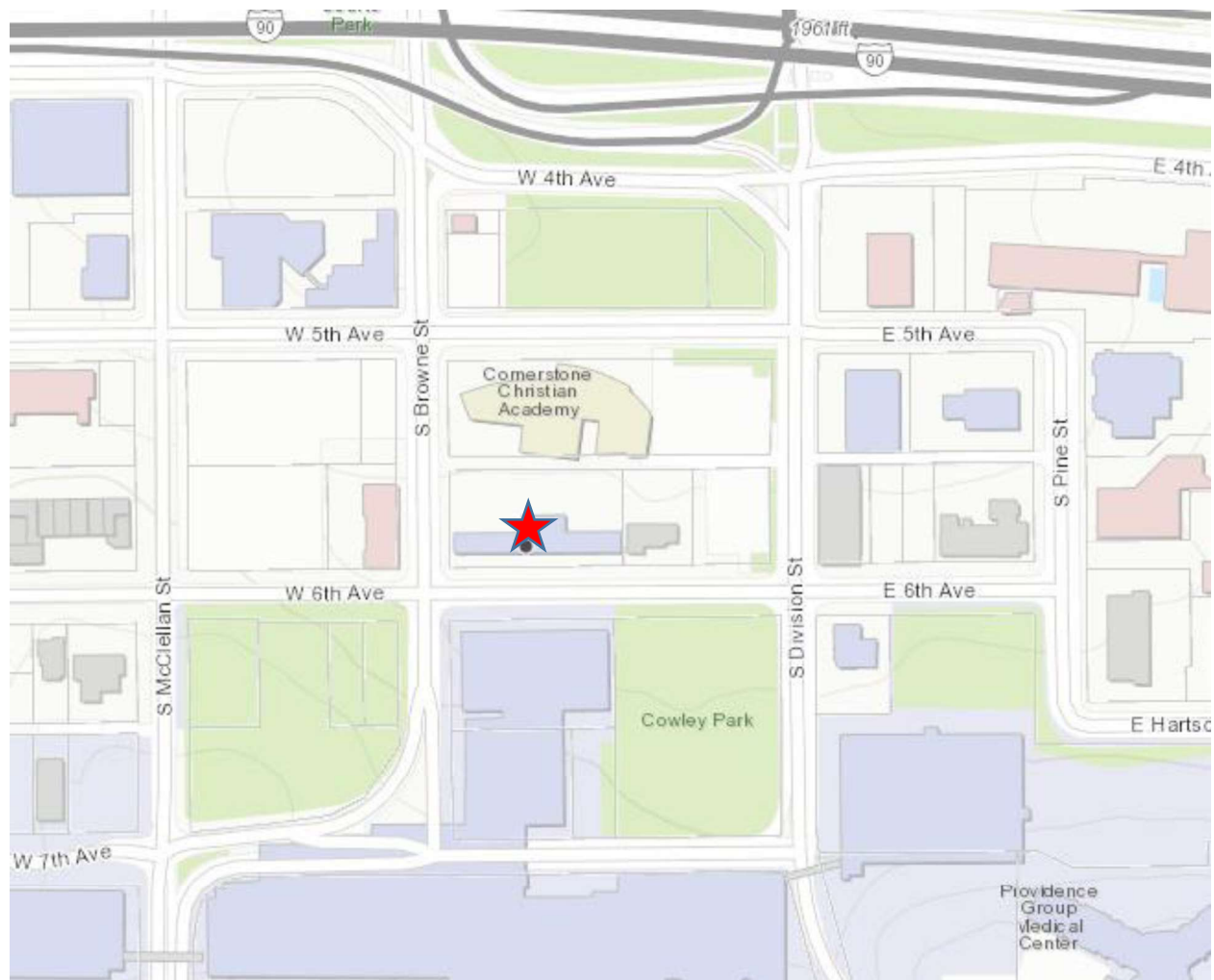
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	October 12, 2020
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to convert an existing office building in to 23 residential units with onsite parking and rooftop deck at 44 W 6th Ave, on the corner of 6th Ave and Brown St Property is zoned OR-150, so use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <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>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: 6th Ave Lofts	
Number of units in the project	23
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$1,198
Estimated Property Tax saved per project annually	\$37,878
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	\$303,026
Estimated City Tax forgone during the term of exemption per unit	\$9,581
Estimated City Tax forgone during the term of exemption all units	\$76,648
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

Site Map:



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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

OPR 2021-0107

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 625-6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 MFTE FOR 1614 E SHARP

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Andrey Sigitov for 4 new construction multi-family housing units located at 1614 E Sharp, Parcel Number 35162.1823 (previously 35162.1821 and 35162.1822 prior to Boundary Line Adjustment)

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\OtherUrban Experience
November 9, 2020**Division Director**

BECKER, KRIS

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

jwest@spokanecity.org

Additional Approvals

abrast@spokanecity.org

Purchasing

Briefing Paper

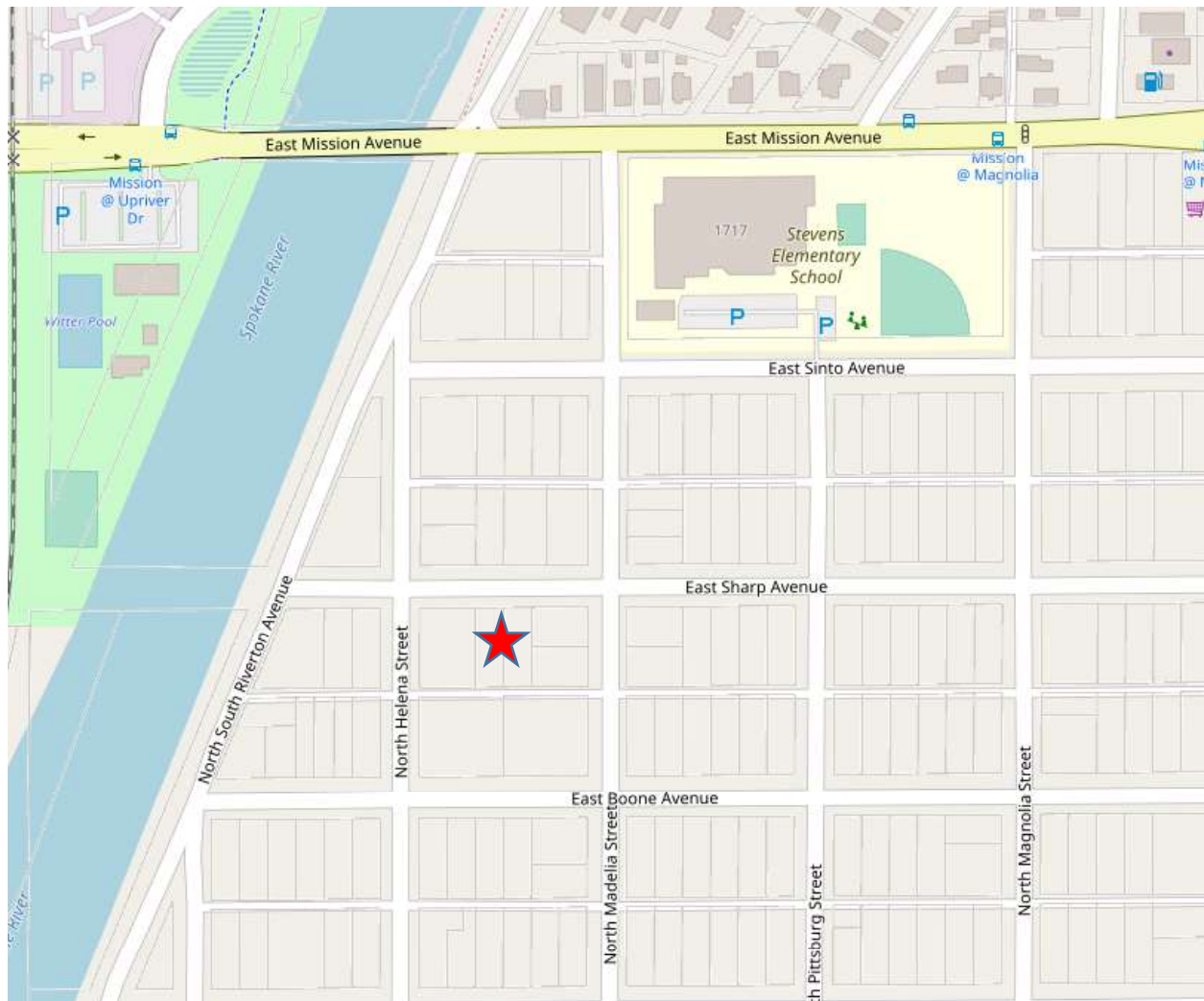
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	November, 9, 2020
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to build a new 4-plex on a site with two existing duplexes at 1614 and 1620 E Sharp. The duplexes will not qualify for the exemption; only the new 4-unit project will qualify for the property tax exemption. Property is zoned RMF, so the use is allowed. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <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>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Sharp Apartments	
Number of units in the project	4
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$208
Estimated Property Tax saved per project annually	\$6,588
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$79,050
Estimated City Tax forgone during the term of exemption per unit	\$2,499
Estimated City Tax forgone during the term of exemption all units	\$29,993
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

OPR 2021-0108

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 625-6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 MFTE FOR 2511 N HAMILTON

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Julie Hartling for 4 new-construction multi-family housing units located at 2511 N Hamilton, Parcel Number 35081.4109.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

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Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\OtherUrban Experience
February 8, 2020**Division Director**

BECKER, KRIS

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

jwest@spokanecity.org

Additional Approvals

abrast@spokanecity.org

Purchasing

Briefing Paper

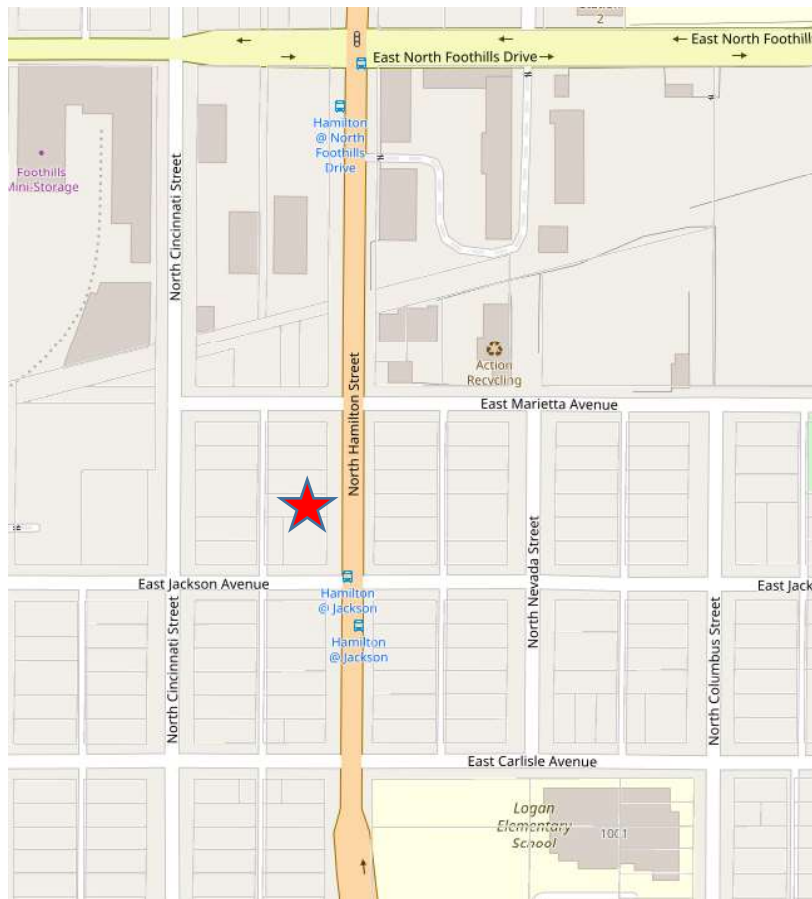
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	February 8, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
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)	SMC 08.15 Multi-Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to build a new 4-unit multi-family building at 2511 N Hamilton. Property is zoned CC1, so use is allowed. Project permitted to utilize the 'no parking requirement' for MFTE projects in CC zones. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <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>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Hamilton Townhomes	
Number of units in the project	4
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$208
Estimated Property Tax saved per project annually	\$6,588
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$79,050
Estimated City Tax forgone during the term of exemption per unit	\$2,499
Estimated City Tax forgone during the term of exemption all units	\$29,993
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

OPR 2021-0109

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ALI BRAST 625-6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 MFTE FOR 206 W RIVERSIDE AVE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Riverside and Brown Developer, LLC for up to 139 new-construction multi-family housing units located at 206 W Riverside Ave, Parcel Number 35184.0918 and 35184.0917.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

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Select \$

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Select \$

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Select \$

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

BECKER, KRIS

Study Session\OtherUrban Experience
February 8, 2020**Division Director**

BECKER, KRIS

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

jwest@spokanecity.org

Additional Approvals

abrast@spokanecity.org

Purchasing

Briefing Paper

Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	February 8, 2021
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	TBD
Committee(s) Impacted:	Urban Experience
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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Applicant applying for a conditional contract to build a new mixed-use building with approximately 138 units at 206 W Riverside. Property is zoned DTC, so use is allowed. Only residential portion of building qualifies for exemption. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <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>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Riverside Apartments	
Number of units in the project	138
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$7,186
Estimated Property Tax saved per project annually	\$227,270
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$2,727,236
Estimated City Tax forgone during the term of exemption per unit	\$86,229
Estimated City Tax forgone during the term of exemption all units	\$1,034,745
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
<small>*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments</small>	

Site Map:



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

02/22/2021

<u>Date Rec'd</u>	2/10/2021
<u>Clerk's File #</u>	CPR 2021-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2021

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 2/5/21 Total: \$ 3,203,698.07. Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$ \$ 3,013,885.57

Summary (Background)

Pages 1-16 Check numbers: 577626 - 577704 ACH payment numbers: 86968 - 87120 On file for review in City Clerks Office: 16 Page listing of Claims NOTE:

Lease? NO	Grant related?	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 3,013,885.57		# Various
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>	
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

APPROVAL FUND SUMMARY

DATE: 02/08/21
TIME: 07:17
PAGE: 1

FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	156,038.47
1100	STREET FUND	37,400.71
1200	CODE ENFORCEMENT FUND	50.93
1560	FORFEITURES & CONTRIBUTION FND	41,620.13
1590	HOTEL/MOTEL TAX FUND	131,714.30
1640	COMMUNICATIONS BLDG M&O FUND	812.15
1680	CD/HS OPERATIONS	19.14
1970	FIRE/EMS FUND	42,659.55
3200	ARTERIAL STREET FUND	880.20
4100	WATER DIVISION	107,342.56
4250	INTEGRATED CAPITAL MANAGEMENT	34,392.91
4300	SEWER FUND	49,723.81
4480	SOLID WASTE FUND	370,106.77
4700	DEVELOPMENT SVCS CENTER	664.49
5100	FLEET SERVICES FUND	154,319.67
5200	PUBLIC WORKS AND UTILITIES	147.58
5300	IT FUND	1,003,790.29
5500	PURCHASING & STORES FUND	114.36
5700	MY SPOKANE	7,418.07
5800	RISK MANAGEMENT FUND	212,226.21
5810	WORKERS' COMPENSATION FUND	1,000.00
5830	EMPLOYEES BENEFITS FUND	499,616.70
5900	ASSET MANAGEMENT FUND OPS	47.55
6070	FIREFIGHTERS' PENSION FUND	93,803.53
6080	POLICE PENSION FUND	63,877.49
6255	LAW ENFORCEMENT RECORDS MGMT	4,098.00

	TOTAL:	3,013,885.57

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 05

DATE: 02/08/21
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

AMERICAN SOCIETY OF COMPOSERS AUTHORS AND PUBLISHERS/ASCAP	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80086971	1,909.00
LAKE CITY HEATING&COOLING INC ATTN: TAMMY JERECZEK	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00577648	130.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80086998	57,547.04
SPOKANE REGIONAL TRANSPORTATION COUNCIL	CONTRACTUAL SERVICES CHECK NO. - 00577665	58,136.00
TOTAL FOR 0020 - NONDEPARTMENTAL		117,722.04

0030 - POLICE OMBUDSMAN

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80087001	156.54
TOTAL FOR 0030 - POLICE OMBUDSMAN		156.54

0100 - GENERAL FUND

AIKANE BELEZ 6533 COSTELLO AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00577658	100.00
DANIELLE TRAUZ DENALI INTERNATIONAL	PERMIT REFUNDS PAYABLE CHECK NO. - 00577662	80.00
JAMES DENNIS ZUPKUS JR 6621 S LUCAS ST	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00577636	52.00
JAMIE SHALAIN PRESTON 4621 S WILLAMETTE CT	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00577634	140.00
LIUDMILA BAKHTINA 37411 N WAKESIDE DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00577660	3,849.21
MYRTLE HENKE 3604 E GRACE AVE	DEPOSIT - RESTITUTION CHECK NO. - 00577633	25.00
ZACHARY WEITENSTEINER 7602 N HUGHES DR	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00577635	52.00
TOTAL FOR 0100 - GENERAL FUND		4,298.21

0260 - CITY CLERK

ACCESS INFORMATION HOLDINGS	CONTRACTUAL SERVICES ACH PMT NO. - 80086968	3,766.88
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HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0260 - CITY CLERK	3,766.88
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0500 - LEGAL

JRM ENTERPRISES INC	INTERPRETER COSTS	
DBA PROFESSIONAL LANGUAGE	ACH PMT NO. - 80086989	2,517.00

TOTAL FOR 0500 - LEGAL	2,517.00
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0550 - NEIGHBORHOOD SERVICES

GONZAGA UNIVERSITY	REGISTRATION/SCHOOLING	
STUDENT ACCOUNTS	ACH PMT NO. - 80087026	1,600.00

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	1,600.00
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0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80086976	110.00

TOTAL FOR 0560 - MUNICIPAL COURT	110.00
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0680 - POLICE

ALEXANDER GOOD DEPOT LLC	OPERATING RENTALS/LEASES	
C/O BLACK REALTY MGMT	ACH PMT NO. - 80087111	12,979.00

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80087008	3,523.37

CENTURYLINK	ALARM/SECURITY SERVICES	
	CHECK NO. - 00577646	72.86

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00577646	896.60

JULIE MAURER	LOCAL MILEAGE	
	ACH PMT NO. - 80087055	132.19

KERSHAW INC	OFFICE SUPPLIES	
	ACH PMT NO. - 80087033	74.21

SPOKANE COUNTY TREASURER	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80087044	283.19

SPOKANE COUNTY TREASURER	MINOR EQUIPMENT	
	ACH PMT NO. - 80087044	1,380.00

SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80087046	1,995.41

HONORABLE MAYOR
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE DEPARTMENT	OPERATING SUPPLIES	
IMPREST FUND	CHECK NO. - 00577664	117.45

SPOKANE POLICE DEPARTMENT	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
IMPREST FUND	CHECK NO. - 00577664	50.00

SPOKANE POLICE DEPARTMENT	PROFESSIONAL SERVICES	
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IMPREST FUND	CHECK NO. - 00577664	21.78
SPOKANE POLICE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00577664	29.37
STANLEY CONVERGENT SECURITY SOLUTIONS INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80087047	295.94
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00577666	122.30
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II 3.5% CHECK NO. - 00577693	2,571.38
TOTAL FOR 0680 - POLICE		24,545.05
0700 - PUBLIC DEFENDER		
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80087059	1,209.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80087065	113.75
TOTAL FOR 0700 - PUBLIC DEFENDER		1,322.75
1100 - STREET FUND		
ADVANCED TRAFFIC PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80086969	10,737.22
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80087021	734.81
GMCO CORP DBA ROADWISE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087025	16,378.59
LAKESIDE INDUSTRIES LOCKBOX 1086	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087035	9,550.09
TOTAL FOR 1100 - STREET FUND		37,400.71
1200 - CODE ENFORCEMENT FUND		
STELLAR INDUSTRIAL SUPPLY INC	CLOTHING ACH PMT NO. - 80087048	50.93
HONORABLE MAYOR AND COUNCIL MEMBERS		02/08/21 PAGE 5
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		50.93
1560 - FORFEITURES & CONTRIBUTION FND		
WA STATE TREASURER	FORFEITURES CHECK NO. - 00577667	41,620.13
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		41,620.13

1590 - HOTEL/MOTEL TAX FUND

CONNOISSEUR CONCERTS ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80087077	7,000.00
SPOKANE PUBLIC FACILITIES DISTRICT	SPOKANE PUBLIC FACILITY DIST ACH PMT NO. - 80087067	124,714.30

TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		131,714.30
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1640 - COMMUNICATIONS BLDG M&O FUND

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80087010	206.91
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80086982	409.22
HARWIN LLC DBA THE DRAIN SPECIALISTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80086979	196.02

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		812.15
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1680 - CD/HS OPERATIONS

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80086983	19.14
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TOTAL FOR 1680 - CD/HS OPERATIONS		19.14
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1970 - FIRE/EMS FUND

ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80086970	494.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80087006	17.15
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087009	5,213.55

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80087009	610.65
CENTURYLINK	TELEPHONE CHECK NO. - 00577646	277.79
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80087013	4,660.68
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80087020	2,250.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80087021	1,709.60

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087021	262.23
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80086982	157.29
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087024	39.04
GENERAL FIRE EXTINGUISHER SERVICE INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087024	52.60
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087027	18,684.74
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80087022	50.69
INLAND NW HEALTH SERVICES	REGISTRATION/SCHOOLING CHECK NO. - 00577631	3,288.00
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087032	83.50
KYOCERA DOCUMENT SOLUTIONS AMERICA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087034	392.10
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087029	1,215.10
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80087029	854.32
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80087036	106.11
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087036	45.43
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087036	980.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80087038	11.82

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087038	69.96
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80087040	114.35
REXEL INC DBA PLATT ELECTRIC SUPPLY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087039	168.94
SEAWESTERN FIRE APPARATUS & EQUIPMENT/SEAWESTERN INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087042	187.66
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577663	620.47
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	34.90
WASHINGTON LEOFF	PENSION LEOFF II 3.5%	

TOTAL FOR 1970 - FIRE/EMS FUND

42,659.55

3200 - ARTERIAL STREET FUND

DAVID EVANS AND ASSOCIATES INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80087019	880.20

TOTAL FOR 3200 - ARTERIAL STREET FUND

880.20

4100 - WATER DIVISION

CDA REDI MIX & PRECAST INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80087011	1,367.40
COMMERCIAL GRADING INC	REFUNDS	
PO BOX 1	CHECK NO. - 00577642	1,500.00
CONCRETE CUTTERS INC	REFUNDS	
PO BOX 760	CHECK NO. - 00577643	1,500.00
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80087017	48,460.50
ELDER DEMOLITION INC	REFUNDS	
6400 SE 101ST AVE	CHECK NO. - 00577641	1,500.00
FIREPOWER INC	PERMITS/OTHER FEES	
	ACH PMT NO. - 80087023	196.02
GARCO CONSTRUCTION	REFUNDS	
PO BOX 2946	CHECK NO. - 00577644	3,000.00
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80087030	2,997.14

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80087031	728.03
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER	
	CHECK NO. - 00577632	3,680.82
KELLER SUPPLY COMPANY	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00577632	2,160.58
LYMAN DUST CONTROL	REFUNDS	
PO BOX 1460	CHECK NO. - 00577639	1,500.00
NEPTUNE TECHNOLOGY GROUP INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80087037	2,914.33
POWERCOM.INC	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80087041	3,511.86
RC SCHWARTZ	REFUNDS	
ATTN: ROSS BOATSMAN	CHECK NO. - 00577638	547.15
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80086996	7,450.00

SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00577692	22,828.73
ZETIN CONTRACTORS LLC 4009 E FRANCIS AVE	REFUNDS CHECK NO. - 00577640	1,500.00

TOTAL FOR 4100 - WATER DIVISION	-----	107,342.56
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4250 - INTEGRATED CAPITAL MANAGEMENT

CDW GOVERNMENT INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80087012	1,267.47
RC SCHWARTZ ATTN: ROSS BOATSMAN	REFUNDS CHECK NO. - 00577638	31.04
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00577692	17,237.78
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	CONTRACTUAL SERVICES ACH PMT NO. - 80087049	12,452.50
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80087053	3,404.12

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	-----	34,392.91
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4300 - SEWER FUND

RC SCHWARTZ ATTN: ROSS BOATSMAN	REFUNDS CHECK NO. - 00577638	37.70
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HONORABLE MAYOR AND COUNCIL MEMBERS	02/08/21 PAGE 9
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4300 - SEWER FUND	-----	37.70
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4310 - SEWER MAINTENANCE DIVISION

CONSOLIDATED SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80087016	2,510.73
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00577692	13,671.05

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	16,181.78
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4320 - RIVERSIDE PARK RECLAMATION FAC

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80087080	461.99
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80087081	50.69
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80087086	139.40

NEIL J MICHAELSON	PERMITS/OTHER FEES CHECK NO. - 00577701	150.00
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80087095	12,423.43
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00577692	20,192.82
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80087101	86.00

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	33,504.33
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4480 - SOLID WASTE FUND

ANTLER DRYWALL INC C/O JOYCE HULST	REFUNDS CHECK NO. - 00577637	200.00
RC SCHWARTZ ATTN: ROSS BOATSMAN	REFUNDS CHECK NO. - 00577638	18.50
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00577692	18.24-

TOTAL FOR 4480 - SOLID WASTE FUND	200.26
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4490 - SOLID WASTE DISPOSAL

HONORABLE MAYOR
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80087110	18,464.78
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80087071	151.37
COPIERS NORTHWEST INC	CONTRACTUAL SERVICES ACH PMT NO. - 80087112	194.70
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80087079	939.93
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80087115	2,800.18
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00577692	488.34
THE BABCOCK & WILCOX COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087051	23,818.20
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087052	1,540.94

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	48,398.44
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4500 - SOLID WASTE COLLECTION

GWP HOLDINGS LLC	VEHICLES
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DBA DOBBS PETERBILT	ACH PMT NO. - 80087054	300,783.44
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00577692	20,724.63
TOTAL FOR 4500 - SOLID WASTE COLLECTION		321,508.07

4700 - DEVELOPMENT SVCS CENTER

NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80087116	209.49
RAINBOW ELECTRIC INC PO BOX 4445	PERMIT REFUNDS PAYABLE CHECK NO. - 00577657	455.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		664.49

5100 - FLEET SERVICES FUND

ADAMS TRACTOR CO INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577698	250.27
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577626	335.10

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AMERICAN PUBLIC WORKS ASSN	REGISTRATION/SCHOOLING CHECK NO. - 00577627	150.00
APPLEWAY CHEVOLET INC DBA AUTONATION CHEVROLET	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087069	254.29
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80087070	34.48
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087072	1,708.37
BOBCAT OF SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087073	186.84
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087099	2,147.42
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087074	7,287.58
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00577699	152.46
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80087076	2,129.32
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80087013	53,043.94
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80086977	3,190.67
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087078	13,147.32

DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577700	1,722.48
DISHMAN DODGE INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577629	345.95
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80086980	838.26
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80086981	1,363.97
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80086985	96.96
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087082	2,541.43
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80086986	22.70
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087107	8,505.90

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577630	2,741.66
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087085	1,283.15
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80086990	658.66
LEAVITT MACHINERY USA INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577645	98.22
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087075	220.48
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087083	119.27
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087087	330.51
MODERN MACHINERY CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087088	1,767.59
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087089	1,527.10
MURL'S DRIVELINE SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087090	186.82
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80087091	94.60
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087091	1,370.87
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087092	322.65

OXARC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087093	247.75
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087094	555.25
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087096	663.11
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00577702	616.37
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087097	4,546.36
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087097	11,450.72
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087098	247.62

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TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087100	30.36
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087102	403.74
TIPKE MANUFACTURING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087000	6,310.54
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087103	1,025.60
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087104	1,124.94
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087105	3,402.03
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80087001	258.73
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00577703	244.59
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087106	2,298.65
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087106	51.52
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087108	145.03
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80087109	2,233.54
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80087109	8,285.93

TOTAL FOR 5100 - FLEET SERVICES FUND

154,319.67

5200 - PUBLIC WORKS AND UTILITIES

SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00577692	147.58

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	147.58
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5300 - IT FUND

ENVIRONMENTAL SYSTEMS RESEARCH	SOFTWARE MAINTENANCE	
INSTITUTE INC/ESRI INC	CHECK NO. - 00577704	163,350.00

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80086983	43.10

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INFOR PUBLIC SECTOR INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80087084	37,599.55

ORACLE AMERICA INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80087117	49,870.89

RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80087118	800.00

SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80087119	752,126.75

TOTAL FOR 5300 - IT FUND	1,003,790.29
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5500 - PURCHASING & STORES FUND

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80087001	114.36

TOTAL FOR 5500 - PURCHASING & STORES FUND	114.36
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5700 - MY SPOKANE

SYSTEM INNOVATORS	SOFTWARE MAINTENANCE	
DIV OF N HARRIS COMPUTER CORP	ACH PMT NO. - 80087120	6,811.82

WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE	
	-	606.25

TOTAL FOR 5700 - MY SPOKANE	7,418.07
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5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80087068	212,226.21

TOTAL FOR 5800 - RISK MANAGEMENT FUND	212,226.21
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5810 - WORKERS' COMPENSATION FUND

VICTOR J GIAMPIETRI II	CONTRACTUAL SERVICES	
DBA WA STATE FIRST AID	ACH PMT NO. - 80087003	1,000.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		1,000.00
5830 - EMPLOYEES BENEFITS FUND		
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80087113	43,355.55
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80087114	93,280.22
KEPRO ACQUISITIONS, INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80086991	4,500.00
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80087064	357,547.68
REHN & ASSOCIATES	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80087066	240.00
RR DONNELLEY	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80086997	693.25
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		499,616.70
5900 - ASSET MANAGEMENT FUND OPS		
GRAINGER INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80087028	47.55
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		47.55
6200 - FIREFIGHTERS' PENSION FUND		
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00577647	7,550.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00577647	494.00
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80087064	85,759.53
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		93,803.53
6255 - LAW ENFORCEMENT RECORDS MGMT		
SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY	
	ACH PMT NO. - 80087044	4,098.00
TOTAL FOR 6255 - LAW ENFORCEMENT RECORDS MGMT		4,098.00

6300 - POLICE PENSION

FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00577647	8,805.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00577647	2,240.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80087064	52,832.49
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TOTAL FOR 6300 - POLICE PENSION

63,877.49

TOTAL CLAIMS

3,013,885.57

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	641.15		
00577626	ADVANCE AUTO PARTS	335.10		
00577627	AMERICAN PUBLIC WORKS ASSN	150.00		
00577628	DIRECT AUTOMOTIVE DISTRIBUTI	842.71		
00577629	DISHMAN DODGE INC	345.95		
00577630	HI-LINE ELECTRIC CO	2,741.66		
00577631	INLAND NW HEALTH SERVICES	3,288.00		
00577632	KELLER SUPPLY COMPANY	5,841.40		
00577633	MYRTLE HENKE	25.00		
00577634	JAMIE SHALAIN PRESTON	140.00		
00577635	ZACHARY WEITENSTEINER	52.00		
00577636	JAMES DENNIS ZUPKUS JR	52.00		
00577637	ANTLER DRYWALL INC	200.00		
00577638	RC SCHWARTZ	634.39		
00577639	LYMAN DUST CONTROL	1,500.00		
00577640	ZETIN CONTRACTORS LLC	1,500.00		
00577641	ELDER DEMOLITION INC	1,500.00		
00577642	COMMERCIAL GRADING INC	1,500.00		
00577643	CONCRETE CUTTERS INC	1,500.00		
00577644	GARCO CONSTRUCTION	3,000.00		
00577645	LEAVITT MACHINERY USA INC	98.22		
00577646	CENTURYLINK	1,247.25		
00577647	FAIRWINDS SPOKANE LLC	19,089.00		
00577648	LAKE CITY HEATING&COOLING IN	130.00		
00577649	RAINBOW ELECTRIC INC	40.00		
00577650	RAINBOW ELECTRIC INC	65.00		
00577651	RAINBOW ELECTRIC INC	50.00		
00577652	RAINBOW ELECTRIC INC	50.00		
00577653	RAINBOW ELECTRIC INC	50.00		
00577654	RAINBOW ELECTRIC INC	50.00		
00577655	RAINBOW ELECTRIC INC	50.00		
00577656	RAINBOW ELECTRIC INC	50.00		
00577657	RAINBOW ELECTRIC INC	50.00		
00577658	AIKANE BELEZ	100.00		
00577659	LIUDMILA BAKHTINA	1,259.21		
00577660	LIUDMILA BAKHTINA	2,590.00		
00577661	DANIELLE TRAUX	40.00		
00577662	DANIELLE TRAUX	40.00		
00577663	SIX ROBBLEES INC	620.47		
00577664	SPOKANE POLICE DEPARTMENT	218.60		
00577665	SPOKANE REGIONAL	58,136.00		
00577666	UNITED PARCEL SERVICE	122.30		
00577667	WA STATE TREASURER	41,620.13		
00577668	CENTURYLINK			200.05
00577669	ALYSSA WHITING			185.00
00577670	CATHERINE PASEMAN			19.55
00577671	CHRISTAL PETERS			55.00
00577672	CHRISTAL PETERS			55.00
00577673	INGRID VAN			22.74
00577674	JANICE BOYD			17.94
00577675	KENDALL MAY			35.00
00577676	KENDALL MAY			35.00
00577677	KIMBERLY WELLS-DUTTON			70.00

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00577678	MARYANN COFFMAN			4.00
00577679	MARK RICHARD			16.17
00577680	MICHELLE BUSCHING			94.65
00577681	NICHOLAS SANDERSFELD			52.00
00577682	NICHOLAS SANDERSFELD			52.00
00577683	NICHOLAS SANDERSFELD			52.00
00577684	NICHOLAS SANDERSFELD			52.00
00577685	NICHOLAS SANDERSFELD			52.00
00577686	PHYLLIS WILLIAMS			27.30
00577687	SARAH DESHAZER			109.00
00577688	SOPHIA ROGERS			27.30
00577689	YIYUE CAO			13.65
00577690	NW PLAYGROUND EQUIPMENT INC			16,351.39
00577691	NATIONSERVE			441.05
00577692	SPOKANE CITY TREASURER OR	95,272.69		
00577693	WASHINGTON LEOFF	2,578.26		
00577694	CENTURYLINK		490.04	
00577695	CENTURY LINK		870.86	
00577696	KRISTINA STRONG		100.00	
00577697	T-MOBILE		57.09	
00577698	ADAMS TRACTOR CO INC	250.27		
00577699	C & B UPHOLSTERY INC	152.46		
00577700	DIRECT AUTOMOTIVE DISTRIBUTI	879.77		
00577701	NEIL J MICHAELSON	150.00		
00577702	SIX ROBBLEES INC	616.37		
00577703	WALTER E NELSON CO	244.59		
00577704	ENVIRONMENTAL SYSTEMS RESEAR	163,350.00		
80086968	ACCESS INFORMATION HOLDINGS	3,766.88		
80086969	ADVANCED TRAFFIC PRODUCTS IN	10,737.22		
80086970	ALPHA WIRELESS AUTOMATION	494.00		
80086971	AMERICAN SOCIETY OF COMPOSER	1,909.00		
80086972	BATTERY SYSTEMS INC	827.09		
80086973	BRIDGESTONE AMERICAS INC	7,199.76		
80086974	CINTAS CORPORATION NO 3	788.43		
80086975	CITY SERVICE VALCON LLC	674.72		
80086976	COMCAST	110.00		
80086977	CONNELL OIL INC	3,190.67		
80086978	CUMMINS NORTHWEST LLC	3,744.04		
80086979	HARWIN LLC	196.02		
80086980	ELJAY OIL CO INC	838.26		
80086981	EVERGREEN STATE TOWING LLC	1,363.97		
80086982	FASTENAL CO	1,322.79		
80086983	FEDERAL EXPRESS CORP/DBA FED	62.24		
80086984	FRONTIER BEHAVIORAL HEALTH			
80086985	GORDON TRUCK CENTERS INC DBA	16,426.42		
80086986	GRAINGER INC	22.70		
80086987	MCCOLLUM FORD SALES INC	92.74		
80086988	INLAND PACIFIC HOSE & FITTIN	113.59		
80086989	JRM ENTERPRISES INC	2,517.00		
80086990	KENWORTH SALES COMPANY	658.66		
80086991	KEPRO ACQUISTIONS, INC	4,500.00		
80086992	MODERN MACHINERY CO INC	1,765.25		
80086993	MOTION AUTO SUPPLY	214.78		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80086994	NAPA AUTO PARTS	707.90		

80086995	PIONEER HUMAN SERVICES		
80086996	ROGUE HEART MEDIA INC	7,450.00	
80086997	RR DONNELLEY	693.25	
80086998	SPOKANE COUNTY TREASURER	57,547.04	
80086999	SPOKANE HOUSE OF HOSE INC	135.21	
80087000	TIPKE MANUFACTURING	6,310.54	
80087001	VERIZON WIRELESS	529.63	
80087002	VOLUNTEERS OF AMERICA OF		
80087003	VICTOR J GIAMPIETRI II	1,000.00	
80087004	WENDLE FORD NISSAN ISUZU	2,070.05	
80087005	CMR OPS, LLC		84.00
80087006	ALSCO DIVISION OF ALSCO INC	17.15	
80087007	AMPD ENTERTAINMENT LLC		641.41
80087008	ARAMARK UNIFORM SERVICES	3,523.37	
80087009	BRIDGESTONE AMERICAS INC	5,824.20	
80087010	CAMTEK INC	206.91	
80087011	CDA REDI MIX & PRECAST INC	1,367.40	
80087012	CDW GOVERNMENT INC	1,267.47	
80087013	CITY SERVICE VALCON LLC	57,029.90	
80087014	CIVICPLUS, INC		40,837.50
80087015	STEVE CONNER		142.66
80087016	CONSOLIDATED SUPPLY CO	2,510.73	
80087017	CORE & MAIN LP	48,460.50	
80087018	CREEK AT QUALCHAN GOLF COUR		675.13
80087019	DAVID EVANS AND ASSOCIATES I	880.20	
80087020	ENVIRONMENT CONTROL OF SPOKA	2,250.00	
80087021	FASTENAL CO	1,950.36	
80087022	GORLEY LOGISTICS LLC	50.69	
80087023	FIREPOWER INC	196.02	382.24
80087024	GENERAL FIRE EXTINGUISHER	91.64	
80087025	GMCO CORP	16,378.59	
80087026	GONZAGA UNIVERSITY	1,600.00	
80087027	GORDON TRUCK CENTERS INC DBA	3,777.13	
80087028	GRAINGER INC	47.55	
80087029	MCCOLLUM FORD SALES INC	2,069.42	
80087030	H D FOWLER COMPANY	2,997.14	
80087031	INLAND POWER & LIGHT CO	728.03	
80087032	KENWORTH SALES COMPANY	83.50	
80087033	KERSHAW INC	74.21	
80087034	KYOCERA DOCUMENT SOLUTIONS	392.10	
80087035	LAKESIDE INDUSTRIES	9,550.09	
80087036	NAPA AUTO PARTS	1,131.54	
80087037	NEPTUNE TECHNOLOGY GROUP INC	2,914.33	
80087038	NORCO INC	81.78	
80087039	REXEL INC	168.94	
80087040	POINTE PEST CONTROL	114.35	
80087041	POWERCOM.INC	3,511.86	
80087042	SEAWESTERN FIRE APPARATUS &	187.66	
80087043	SNO VALLEY PROCESS SOLUTIONS		13,568.94
80087044	SPOKANE COUNTY TREASURER	5,761.19	
80087045	SPOKANE PARK FOUNDATION		50.00
80087046	SPOKANE POLICE CHAPLAINCY	1,995.41	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80087047	STANLEY CONVERGENT SECURITY	295.94		
80087048	STELLAR INDUSTRIAL SUPPLY IN	50.93		
80087049	SYSTEMS AND SOFTWARE INC	12,452.50		
80087050	T & T GOLF MANAGEMENT INC			64.98
80087051	THE BABCOCK & WILCOX COMPANY	23,818.20		

80087052	UNITEC DORSH LLC	1,540.94	
80087053	WA STATE DEPT/TRANSPORTATION	3,404.12	
80087054	GWP HOLDINGS LLC	300,783.44	
80087055	JULIE MAURER	132.19	
80087056	AVISTA UTILITIES		5,461.36
80087057	BAKER & TAYLOR BOOKS		16,064.51
80087058	CENGAGE LEARNING INC		885.89
80087059	CHARLES R DELGADO	1,209.00	
80087060	DELL MARKETING LP		22,362.82
80087061	MCKINSTRY ESSENTION LLC		7,100.00
80087062	MIDWEST TAPE		6,347.40
80087063	OVERDRIVE INC		15,948.43
80087064	PREMERA BLUE CROSS OR	496,139.70	
80087065	PROVOST PROFESSIONAL	113.75	
80087066	REHN & ASSOCIATES	240.00	
80087067	SPOKANE PUBLIC FACILITIES	124,714.30	
80087068	US BANK OR CITY TREASURER	212,226.21	
80087069	APPLEWAY CHEVOLET INC	254.29	
80087070	AVISTA UTILITIES	34.48	
80087071	BANNER FURNACE & FUEL	151.37	
80087072	BATTERY SYSTEMS INC	881.28	
80087073	BOBCAT OF SPOKANE	186.84	
80087074	BRIDGESTONE AMERICAS INC	87.82	
80087075	LITHIA MOTORS PAYMENT	220.48	
80087076	CINTAS CORPORATION NO 3	1,340.89	
80087077	CONNOISSEUR CONCERTS ASSN	7,000.00	
80087078	CUMMINS NORTHWEST LLC	9,403.28	
80087079	ELJAY OIL CO INC	939.93	
80087080	FEDERAL EXPRESS CORP/DBA FED	461.99	
80087081	GORLEY LOGISTICS LLC	50.69	
80087082	GORDON TRUCK CENTERS INC DBA	1,119.58	
80087083	MCCOLLUM FORD SALES INC	26.53	
80087084	INFOR PUBLIC SECTOR INC	37,599.55	
80087085	INLAND PACIFIC HOSE & FITTIN	1,169.56	
80087086	INLAND POWER & LIGHT CO	139.40	
80087087	MCLOUGHLIN & EARDLEY GROUP	330.51	
80087088	MODERN MACHINERY CO INC	2.34	
80087089	MOTION AUTO SUPPLY	1,312.32	
80087090	MURL'S DRIVELINE SERVICE	186.82	
80087091	NAPA AUTO PARTS	757.57	
80087092	NOVUS AUTO GLASS	322.65	
80087093	OXARC INC	247.75	
80087094	PACWEST MACHINERY LLC	555.25	
80087095	POLYDYNE INC	12,423.43	
80087096	RWC INTERNATIONAL LTD	663.11	
80087097	SOLID WASTE SYSTEMS INC	15,997.08	
80087098	SPOKANE HOUSE OF HOSE INC	112.41	
80087099	BRAD L WHITE	2,147.42	

REPORT: PG3640 CITY OF SPOKANE
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL
USER: MANAGER
RUN NO: 05

DATE: 02/08/21
TIME: 07:17
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80087100	TACOMA SCREW PRODUCTS INC	30.36		
80087101	TESTAMERICA LABORATORIES INC	86.00		
80087102	TIFCO INDUSTRIES	403.74		
80087103	TITAN TRUCK EQUIPMENT	1,025.60		
80087104	TOBY'S BODY & FENDER INC	1,124.94		
80087105	TRANSPORT EQUIPMENT INC	3,402.03		
80087106	WENDLE FORD NISSAN ISUZU	280.12		
80087107	GWP HOLDINGS LLC	8,505.90		
80087108	WESTERN STATES EQUIPMENT CO	145.03		

80087109	WINGFOOT COMMERCIAL TIRE	10,519.47		
80087110	AVISTA UTILITIES	18,464.78		
80087111	ALEXANDER GOOD DEPOT LLC	12,979.00		
80087112	COPIERS NORTHWEST INC	194.70		
80087113	DELTA DENTAL OF WASHINGTON	43,355.55		
80087114	KAISER FOUNDATION HEALTH PLA	93,280.22		
80087115	NALCO CO	2,800.18		
80087116	NORTH COUNTRY SERVICES LLC	209.49		
80087117	ORACLE AMERICA INC	49,870.89		
80087118	RIVER PARK SQUARE LLC	800.00		
80087119	SHI CORP	752,126.75		
80087120	SYSTEM INNOVATORS	6,811.82		
		-----	-----	-----
		3,013,885.57	75,688.40	74,486.65
				=====
	CITYWIDE TOTAL:			3,203,698.07

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

02/22/2021

<u>Date Rec'd</u>	2/10/2021
<u>Clerk's File #</u>	CPR 2021-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES 6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: February 6, 2021.
Payroll check #558399 through check #558474 \$7,106,582.91

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact Budget Account

Expense	\$ 7,106,582.91	# N/A
Select	\$	#
Select	\$	#
Select	\$	#

ApprovalsCouncil Notifications

<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>	
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		

PAYROLL RECAP BY FUND
PAY PERIOD ENDING FEBRUARY 6, 2021

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	9,724.00
0230	CIVIL SERVICE	31,487.00
0260	CITY CLERK	17,910.41
0320	COUNCIL	48,578.88
0330	PUBLIC AFFAIRS / COMMUNICATIONS	29,232.80
0370	ENGINEERING SERVICES	211,265.10
0410	FINANCE	34,379.20
0430	GRANTS MNGMT & FINANCIAL ASSIST	11,554.40
0450	CD/HS DIVISION	8,141.60
0470	HISTORIC PRESERVATION	6,603.20
0500	LEGAL	123,599.88
0520	MAYOR	21,944.80
0550	NEIGHBORHOOD SERVICES	10,609.60
05601	MUNICIPAL COURT	105,239.71
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,663.20
0620	HUMAN RESOURCES	29,458.08
0650	PLANNING SERVICES	45,805.61
0680	POLICE	1,540,950.74
0690	PROBATION SERVICES	38,686.42
0700	PUBLIC DEFENDERS	81,931.76
0750	ECONOMIC DEVELOPMENT	3,601.60
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,417,367.99

FUND	FUND NAME	TOTAL
1100	STREET	245,857.78
1200	CODE ENFORCEMENT	46,301.34
1300	LIBRARY	184,078.16
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	246,920.56
1460	PARKING METER	40,664.53
1510	LAW ENFORCEMENT INFO SYSTEM FUND	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	14,830.86
1625	PUBLIC SAFETY PERSONNEL	72,231.87
1630	COMBINED COMMUNICATIONS CENTER	36,911.94
1680	CD/HS	57,184.81
1970	EMS FUND	1,415,497.49
4100	WATER	467,193.47
4250	INTEGRATED CAPITAL FUND	47,590.24
4300	SEWER	546,508.71
4480	REFUSE	525,251.93
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	24,681.92
4700	GENERAL SERVICES FUND	150,045.63
5100	FLEET SERVICE	91,335.63
5200	PUBLIC WORKS & UTILITY FUND	52,207.77
5300	MIS	176,056.33
5400	REPROGRAPHICS	9,105.60
5500	PURCHASING	20,116.80
5600	ACCOUNTING SERVICES	107,386.66
5700	MY SPOKANE	26,641.01
5750	PROJECT MANAGEMENT OFFICE	25,523.20
5810	WORKER'S COMPENSATION	16,838.40
5830	SELF-FUNDED MEDICAL/DENTAL	9,164.80
5900	ASSET MANAGEMENT	21,855.48
6060	CITY RETIREMENT	11,232.00
6750	REGIONAL PLAN	0.00
	TOTAL	7,106,582.91

MINUTES OF SPOKANE CITY COUNCIL

Monday, February 1, 2021

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Mumm, and Stratton were present. Council Members Kinnear and Wilkerson were absent. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Mumm, and Stratton attended the meeting via WebEx.)

City Attorney Mike Ormsby (WebEx), City Council Policy Advisor Brian McClatchey (WebEx), and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

Advance Agenda Review

The City Council received an overview from staff on the February 8, 2021, Advance Agenda items.

Action to Move February 8 3:30 p.m. Consent Agenda to 6:00 p.m. and Canceling 3:30 p.m. Session

Motion by Council Member Mumm, seconded by Council Member Burke, **to move** the (February 8, 2021) 3:30 p.m. Consent Agenda to the 6:00 p.m. Legislative Session and canceling the 3:30 p.m. Briefing Session; **carried unanimously (Council Members Kinnear and Wilkerson absent).**

Action to Approve February 8, 2021, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the February 8, 2021, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Burke, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, February 8, 2021, as modified; **carried unanimously (Council Members Kinnear and Wilkerson absent).**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council considered the February 1, 2021, Current Agenda.

OPR 2021-0028 – Low Bid Award for Centennial – Summit Blvd. (OPR 2021-0032 / ENG 2017080)

Motion by Council Member Burke, seconded by Council Member Cathcart, **to defer Item 9—Low Bid for Centennial Trail – Summit Blvd.—for one week (to February 8, 2021); carried unanimously (Council Members Kinnear and Wilkerson absent).**

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council (Council Members Kinnear and Wilkerson absent) approved Staff Recommendations for the following items:

Contract Amendment/Extension No. 2 of 3 with Passport Labs, Inc. (Charlotte, NC) for mobile payment for parking program from February 1, 2021 through January 31, 2022—\$86,000. (OPR 2018-0029)

Contract Amendment with Craig Trueblood and K&L Gates, LLP (Seattle, WA) to act as Outside Special Counsel to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department—\$50,000. Total contract amount: \$153,000. (OPR 2018-0252)

Contract Extension with Floyd & Kane, PLLC (Spokane) to act as Outside Special Counsel to provide legal services and advice regarding workers' compensation matter on an as-requested basis from January 1, 2021, through December 31, 2021—not to exceed \$250,000. (OPR 2019-0197)

Interlocal Agreement with the University District Public Development Authority regarding funding for the Sprague Avenue Phase 2 road project—\$4,000,000 revenue. (OPR 2021-0053 / ENG 2019113) (Relates to OPR 2021-0052 / ENG 2019113, below)

Low Bid of Halme Construction, Inc. (Spokane) for the Sprague Avenue Rebuild Phase 2B—\$3,724,917.85 (plus tax). An administrative reserve of \$372,491.79 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (East Central Neighborhood) (OPR 2021-0052 / ENG 2019113) (Relates to OPR 2021-0053 / ENG 2019113, above)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 22, 2021, total \$8,195,958.92 (Check Nos. 577362 – 577488; ACH Nos. 86505 – 86732), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,493,119.51.
- b. Payroll claims of previously approved obligations through January 23, 2021: \$7,057,586.82 (Payroll Check Nos. 558320 – 558397).

City Council Meeting Minutes: January 21 and January 28, 2021.

Council Recess/Executive Session

The City Council adjourned at 3:59 p.m. No Executive Session was held. The City Council reconvened at 6:03 p.m. for the Legislative Session.

LEGISLATIVE SESSION

ANNOUNCEMENTS

Council President Beggs reviewed the order of business: proclamations, neighborhood report from West Hills, Administrative Report – Annual report from the Human Rights Commission, consideration of issues (Legislative Agenda), and then close with open forum. He noted there was a schedule change for next week in that there will not be a 3:30 p.m. Briefing Session since there is no meeting to brief (no Advance Agenda since the February 15 City Council meeting is canceled). The consent agenda will be considered during the 6:00 p.m. Legislative Session next Monday (February 8).

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Mumm, Stratton, and Wilkerson were present. Council Member Kinnear was absent. (Council President Beggs was in attendance in the Council Chambers and also participated in the meeting via WebEx. Council Members Burke, Cathcart, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Council Policy Advisor Brian McClatchey (WebEx) and City Clerk Terri Pfister (in Chambers) were also virtually present for the meeting.

PROCLAMATIONS

Month of February 2021 *Black History Month*

Council Member Wilkerson read the proclamation. Black History Month has been officially celebrated in the United States since the 1976 bicentennial with the objective to promote the many cultural, economic, political, and social contributions made by African Americans that help build this great nation. The City of Spokane takes great pride in the members of our Black community in honor of organizations, families, and individuals of African-American descent in appreciation of their invaluable contribution in many professions and fields, including education, law, government, business, science, sports, arts, and brave service in the United States armed forces that continue to enrich the history and cultural of our city while continuing to unite and sustain us as a community. In complimenting the national theme for 2021 – “The Black Family: Representation, Identity, and Diversity” – the Spokane Public Library will be streaming several videos throughout the month and invites citizens to join in celebrating and learning about the achievements and challenges, past and present, of African Americans. All citizens are encouraged to honor the national and local legacy of African Americans who have made significant contributions throughout our shared history. Kiantha Duncan, President of the NAACP, accepted the proclamation and provided remarks in recognition of Black History Month.

February 28, 2021 *Rare Disease Day*

Council Member Burke read the proclamation. There are nearly 7,000 diseases and conditions considered rare, each affecting fewer than 20,000 Americans in the United States according to the National Institute of Health. While each of these diseases may affect small numbers of people, rare diseases as a group affects almost 30 million Americans. While more than 450 drugs and biologics have been approved for treatment of rare disease, according to the food and drug administration or the FDA, millions of Americans still have rare diseases of which there is no approved treatment. While the public is familiar with rare diseases, many patients and families affected by less widely known rare diseases, they're a large share of the burden of funding, research, and raising public awareness to support the search for treatments. Many rare diseases are serious and the debilitating conditions have a significant impact on the lives of those affected, including individuals and families whom often experience problems such as diagnosis, delay, difficulty finding a medical expert, and lack of access to treatment services. The proclamation is in participation of the National Organization of Rare Disorders (NORD) national observance. Mary McDirmid accepted the proclamation. Mary has a daughter with a rare disease and noted her purpose is to bring more awareness to rare diseases in general, and she provided other remarks in recognition of Rare Disease Day.

NEIGHBORHOOD REPORT

West Hills Neighborhood

Council President Beggs noted that City Council used to have four quarterly town hall meetings where the City Council would hear from an area of the City and hear what was going on in the neighborhoods. He noted the City Council managed to get in one town hall meeting last year before the COVID protocols hit us. This year, the City Council decided, in consultation with the neighborhoods, to essentially adopt a neighborhood every week or so and have them report on their neighborhood. Council President Beggs

noted this week the West Hills Neighborhood will report and West Hills is split between District 2 and District 3. Council President Beggs then invited Karen Carlberg, Chair of West Hills Neighborhood Council, to provide a report on the West Hills Neighborhood. See Attachment 1 to these minutes.

ADMINISTRATIVE REPORT

Human Rights Commission Annual Report

Lance Kissler, Chair of the Human Rights Commission, presented an overview of the Human Rights Commission's 2020 Annual Report and an update from the task force that was chartered by the Commission to conduct research and make a recommendation on an Office of Civil Rights for the City. Mr. Kissler shared the themes that have emerged for the Office of Civil Rights – see Attachment 2 to these minutes.

BOARDS AND COMMISSIONS APPOINTMENTS

Office of the Police Ombudsman Commission (CPR 2015-0034)

Upon Unanimous Voice Vote (Council Member Kinnear absent), the City Council **approved** (and thereby confirmed) the appointment of Lili Navarrete to the Office of Police Ombudsman Commission as the District 2 Representative, for a term ending September 14, 2023.

There were no **Council Committee Reports**.

(Open Forum was held at the end of the Legislative Agenda.)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

Special Budget Ordinance C36006 (Council Sponsor: Council Member Wilkerson)

Council President Beggs provided an overview of Special Budget Ordinance C36006 which allows for the reclassification of the vacant Planner I position to create the Historic Preservation Specialist position, and he requested a suspension of the Council Rules to add the matter to today's (February 1) Agenda for consideration. After Council commentary, the following actions were taken:

Motion by Council Member Wilkerson, seconded by Council Member Burke, **to suspend** Council Rules; **carried 5-1 (Council Member Cathcart “no” and Council Member Kinnear absent)**.

Motion by Council Member Wilkerson, seconded by Council Member Burke, **to add** Special Budget Ordinance C36006 to today's (February 1)

Legislative Agenda; **carried 5-1 (Council Member Cathcart “no” and Council Member Kinnear absent).**

Upon consideration of Special Budget Ordinance C36006, there was an opportunity for public testimony, with no individuals requesting to speak. Additional Council commentary was held, after which the following action was taken:

Upon a 4-2 Roll Call Vote of City Council (Council Members Cathcart and Burke voting “no” and Council Member Kinnear absent), Special Budget Ordinance C36006 failed to receive the requisite number of votes for passage.

(Clerical Note: Special Budget Ordinances require five affirmative votes for passage.)

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2021-0009 (Council Sponsor: Council President Beggs)

After an opportunity for public testimony, with one individual requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Kinnear absent), the City Council adopted Resolution 2021-0009 adopting Council’s goals and priorities for the first 100 days of 2021.

FINAL READING ORDINANCES

For Council Action on Ordinance C36004, see section of minutes under Hearings.

Ordinance C36005 (Council Sponsor: Council President Beggs)

After brief commentary by Council President Beggs, and an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Kinnear absent), the City Council passed Final Reading Ordinance C36005 relating to the rates for Sewer charges, amending SMC section 13.03.1010, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

There were no **First Reading Ordinances.**

There were no **Special Considerations**.

HEARINGS

Hearing on Final Reading Ordinance C36004 (Council Sponsor: Council Member Wilkerson)

The City Council held a hearing on Final Reading Ordinance C36004 relating to amendments to the Existing Building and Conservation Code. Jason Ruffing from Code Enforcement provided an overview of the ordinance. After an opportunity for public testimony, with none provided, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote (Council Member Kinnear absent), the City Council **passed Final Reading Ordinance C36004** relating to amendments to the Existing Building and Conservation Code, sections 17F.070.470 and 17F.070.490 of the Spokane Municipal Code.

OPEN FORUM

Dianna Gulick, Elizabeth Gulick, Christian Rosenau, Heidi Ehrlich, Jen Moore, Ted Gulick, and Emilee Rosenau spoke regarding cold case funding and allocating funds to a cold case unit in the Police Department.

Nicolette Ocheltree voiced support for a cold case unit and remarked on records retention/storage for police records and body camera footage. She also provided remarks on an article she read and commented on the houseless and those graduating to permanent housing, and stated she knows at least five people have died houseless in the cold this year.

ANNOUNCEMENT

February 8, 2021, 3:30 p.m. Briefing/Administrative Session - Canceled

Council President Beggs provided a reminder that there will be no 3:30 p.m. Briefing/Administrative Session held next week (February 8), and the Consent Agenda will be taken at 6:00 p.m. (on February 8).

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:34 p.m. Note: The 3:30 p.m. Briefing/Administrative Session on February 8, 2021, is canceled. The Legislative Session on February 8 will be held at its 6:00 p.m. regularly scheduled time.

Minutes prepared and submitted for publication in the February 10, 2021, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2021.

Breean Beggs
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, February 11, 2021

A regularly scheduled Study Session of the Spokane City Council was held virtually on the above date at 11:01 a.m. in the City Council Chambers, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs and Council Members Burke, Cathcart, Kinnear, and Wilkerson were present via Webex. Council Members Mumm and Stratton were absent. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling in.

Pursuant to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021, 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 termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.

The purpose of the meeting was to hold discussion on the following topics:

- YPL Agreement
- Housing Action Plan
- Sustainability Action Plan

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 12:27 p.m.

Minutes prepared and submitted for publication in the February 10, 2021, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2021.

Breean Beggs
City Council President

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

02/08/2021

Date Rec'd

2/4/2021

Clerk's File #

ORD C36006

Renews #

Submitting Dept

CITY COUNCIL

Cross Ref #

Contact Name/Phone

BREEAN BEGGS 625-6714

Project #

Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #

Agenda Item Type

Special Budget Ordinance

Requisition #

Agenda Item Name

0320- APPROVING FUNDING FOR HISTORIC PRESERVATION SPECIALIST

Agenda Wording

Ordinance amending Ordinance C-35971 to allow for funding of a full-time Historic Preservation Specialist position

Summary (Background)

This SBO moves funds within the Historic Preservation budget to fund a full-time Historic Preservation Specialist. This position was approved as part of the 2021 Budget in the budget memo attached when the budget was passed on December 14, 2020. The funds were put into the Historic Preservation Office's budget as a Planner 1 as a placeholder and need to be moved to a Historic Preservation Specialist.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ (52,973)

0470-53610-58620-02560

Expense \$ (10,691)

0470-53610-58620-59954

Expense \$ 61,200

0470-53610-58620-08280

Expense \$ 625

0470-53610-58620-52110

ApprovalsCouncil NotificationsDept Head

ALLERS, HANNAHLEE

Study Session\Other

Finance

Division DirectorCouncil Sponsor

CM Wilkerson

FinanceDistribution ListLegal

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lcamporeale@spokanecity.org

Additional ApprovalsPurchasingMANAGEMENT &



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact		Budget Account	
Expense	\$ 823	#	0470-53610-58620-52210
Expense	\$ 53	#	0470-53610-58620-52330

Distribution List

ORDINANCE NO. C36006

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General 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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0470-53610	Historic Preservation	
	58620-02560	Planner I (from 1 to 0 positions)	\$ 52,973
	0470-53610	Historic Preservation	
	58620-59954	Reserve for Total Cost Comp	\$ 10,691
TO:	0470-53610	Historic Preservation	
	58620-08280	Historic Preservation Specialist (from 0 to 1 position)	\$ 61,200
	0470-53610	Historic Preservation	
	58620-52110	Social Security	\$ 628
	0470-53610	Historic Preservation	
	58620-52210	Retirement	\$ 823
	0470-53610	Historic Preservation	
	58620-52330	Life Insurance	\$ 53
	0470-53610	Historic Preservation	
	58620-51640	Deferred Comp	\$ 960

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reclass the vacant Planner I to create the Historic Preservation Specialist position, 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 by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/22/2021

Date Rec'd

1/27/2021

Clerk's File #

ORD C36008

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

MICHELLE HUGHES X6320

Project #Contact E-Mail

MHUGHES@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

5600 - ORDINANCE FOR EMERGENCY RENTAL ASSISTANCE FUND

Agenda Wording

Establish a special revenue fund to be known as the "Emergency Rental Assistance Fund" into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program.

Summary (Background)

Establish a special revenue fund to be known as the "Emergency Rental Assistance Fund" into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the "Act") as well as other state and federal sources.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal ImpactBudget Account

Neutral \$ \$0.00

Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study Session\Other

F&A Committee 1-25-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Mumm

Finance

HUGHES, MICHELLE

Distribution ListLegal

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mhughes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sstopher@spokanecity.org

Additional Approvals

laga@spokanecity.org

Purchasing

ablain@spokanecity.org

GRANTS,
CONTRACTS &
PURCHASING

STOPHER, SALLY

Briefing Paper

FINANCE AND ADMINISTRATION

Division & Department:	City Council
Subject:	Ordinance for Emergency Rental Assistance Fund
Date:	1-20-2021
Contact (email & phone):	Michelle Hughes; mhughes@spokanecity.org ; 509-625-6320
City Council Sponsor:	CM Mumm
Executive Sponsor:	Tonya Wallace
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:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>	
<u>Executive Summary:</u> Establish a special revenue fund to be known as the “Emergency Rental Assistance Fund” into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the “Act”) as well as other state and federal sources.	
<u>Budget Impact:</u> TOTAL COST: 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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36008

AN ORDINANCE relating to the creation of an Emergency Rental Assistance Fund; adopting a new section 7.08.154 to chapter 7.08 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.08.154 to chapter 7.08 of the Spokane Municipal Code to read as follows:

7.08.154 Emergency Rental Assistance Fund

There is established a special revenue fund to be known as the “Emergency Rental Assistance Fund” into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the “Act”) as well as other state and federal sources.

The fund will be used consistent with the provisions of the Act as currently adopted or as may be subsequently amended, which includes providing assistance through existing or newly created rental assistance programs to eligible households unable to pay rent and utilities due to the COVID-19 pandemic, which shall include utility and home energy costs.

PASSED by the City Council on _____, 2021.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/22/2021

Date Rec'd

1/27/2021

Clerk's File #

ORD C36009

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

4700 – AMENDING ORDINANCE C-16202

Agenda Wording

Amending Ordinance to release unnecessary easements that encumber property.

Summary (Background)

The owner of 1008 S Julia St. is in the process of subdividing through a Short Plat and would like to release easements that are no longer necessary. Easement holders have been contacted and are on board with the release.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 12-14-2020

Division Director

BECKER, KRIS

Council Sponsor

CM Lori Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

jwest@spokanecity.org

City of Spokane
City Clerk's Office
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342
(509) 625-6350

ORDINANCE NO. C-36009

An ordinance amending Ordinance C-16202 that vacated Third Avenue in the City of Spokane, from the west line of "A" Street to the east line of Audubon Street, and vacating Tenth Avenue from the west line of Julia Street to the east line of Rebecca Street.

The City of Spokane does ordain:

Section 1. That Third Avenue, in the City of Spokane from the west line of "A" Street to the east line of Audubon Street, be, and the same is hereby vacated: Provided, however, that the city reserves to itself an easement in said vacated land for the construction, operation and maintenance of a sewer therein, together with the right at all times to enter upon said premises for the purpose of making an necessary repairs to or replacement of said sewer.

Section 2. That Tenth Avenue, in the City of Spokane, from the west line of Julia Street to the east line of Rebecca Street, be, and the same is hereby vacated: ~~((Provided, however, that the city retains an easement or the right to exercise and grant easements in respect to the vacated land for the maintenance of a telephone plant as the same now exists))~~

Section 3. That this ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement Elimination

E 9th Ave

S Myrtle St

E Pratt Ave

S Rebecca St

S Julia St


E 11th Ave

0 50 100 150 Feet



Vacated 10th Avenue
between Rebecca St. and Julia St.

Legend

 Vacation Ord. C-16202



Agenda Sheet for City Council Meeting

of:

02/22/2021

Date Rec'd

1/27/2021

Clerk's File #

ORD C36010

Renews #

Cross Ref #

Submitting Dept

DSC, CODE ENFORCEMENT &
PARKING SERVICES

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700 – AMENDING ORDINANCES C-22392

Agenda Wording

Amending Ordinances to release unnecessary easements that encumber property.

Summary (Background)

The Developer of the Crystal Ridge Subdivision would like to release easements that are no longer are necessary. Easement holders have been contacted and are on board with the release.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

BECKER, KRIS

Study Session\Other

UE 12-14-2020

Division Director

BECKER, KRIS

Council Sponsor

CP Betsy Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List

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edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

City of Spokane
City Clerk's Office
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342
(509) 625-6350

ORDINANCE NO. C-36010

An ordinance amending Ordinance C-22392 that vacated Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue, City and County of Spokane, Washington.

WHEREAS, a petition for the vacation of the below described property having been filed with the City Clerk by owners of more than two-thirds of the property abutting that sought to be vacated and a hearing having been held thereon before the City Council of the City of Spokane in accordance with Law; and

WHEREAS, the City Council of the City of Spokane having found that the public use and benefit will be served; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That Cochran Street from a point 270 south of the south line of Sixteenth Avenue to the south line of Sixteenth Avenue, City and County of Spokane, Washington, be and the same is hereby vacated. ~~((,subject to the reservation of easement for existing Pacific Northwest Bell Telephone Company Facilities.))~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

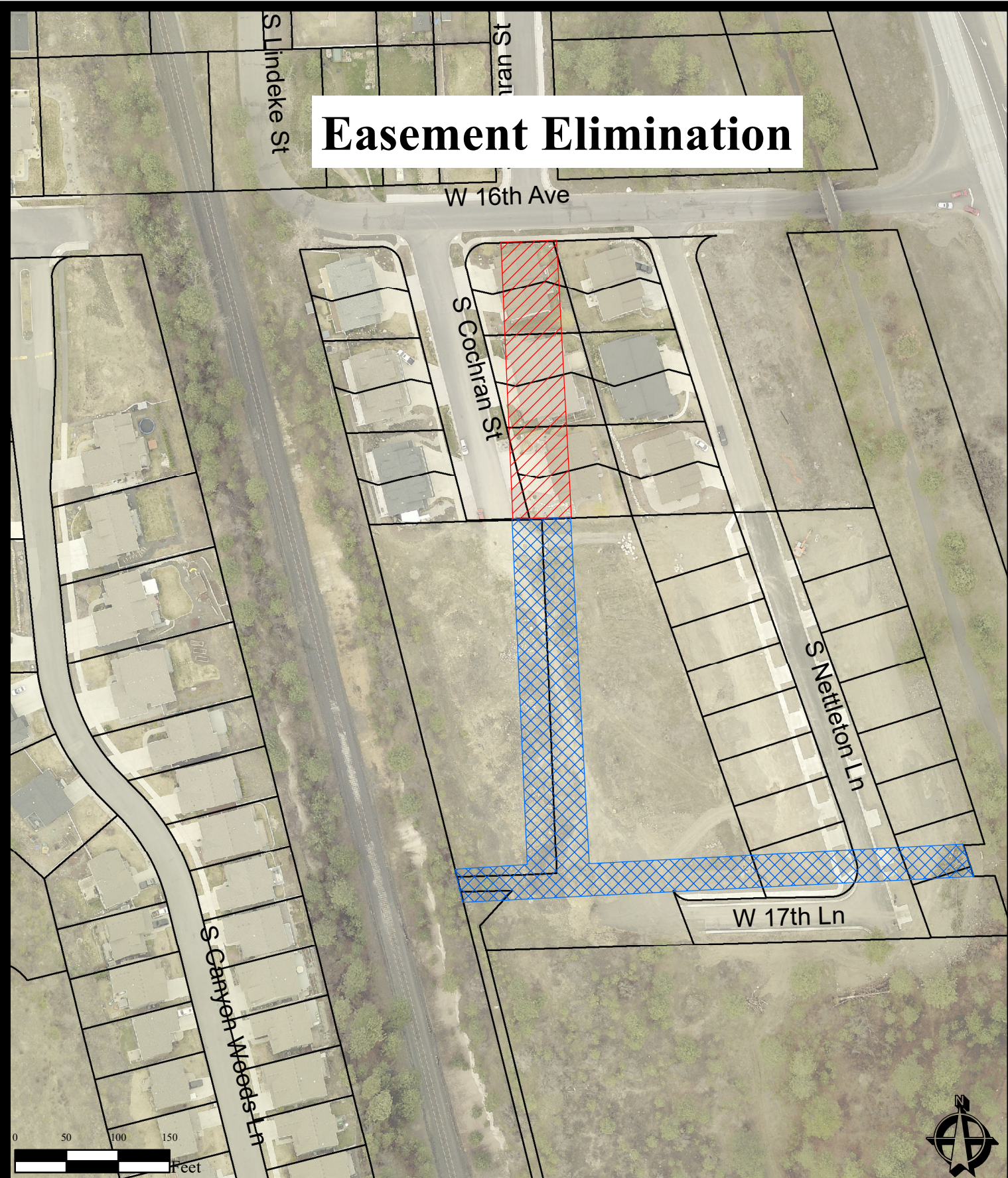
Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement Elimination



Eastments reserved under Vacation Ordinances
C-22392 & C-22392 to be released

Legend

- Vacation Ord C-22393
- Ordinance Ord C-22392



Agenda Sheet for City Council Meeting

of:

02/22/2021

Date Rec'd

1/27/2021

Clerk's File #

ORD C36011

Renews #

Cross Ref #

Submitting Dept

DSC, CODE ENFORCEMENT &
PARKING SERVICES

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700 – AMENDING ORDINANCES C-22393

Agenda Wording

Amending Ordinances to release unnecessary easements that encumber property.

Summary (Background)

The Developer of the Crystal Ridge Subdivision would like to release easements that are no longer are necessary. Easement holders have been contacted and are on board with the release.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

BECKER, KRIS

Study Session\Other

UE 12-14-2020

Division Director

BECKER, KRIS

Council Sponsor

CP Betsy Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List

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edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

City of Spokane
City Clerk's Office
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342
(509) 625-6350

ORDINANCE NO. C-36011

An ordinance amending Ordinance C-22393 that vacated Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue to the north line of Seventeenth Avenue AND of Seventeenth Avenue from the easterly right of way line of the Burlington Northern Inc. (formerly Spokane, Portland, & Seattle Railway) to the westerly right of way line of the Union Pacific Railroad (formerly the Oregon, Washington Railway & Navigation Co.), City and County of Spokane, Washington.

WHEREAS, a petition for the vacation of the below described property having been filed with the City Clerk by owners of more than two-thirds of the property abutting that sought to be vacated and hearing having been held thereon before the City Council of the City of Spokane in accordance with law, and

WHEREAS, the City Council of the City of Spokane having found that the public use and benefit will be served, - Now, Therefore,

The City of Spokane does ordain:

Section 1. That Cochran Street from a point 270 south of the south line of Sixteenth Avenue to the north line of Seventeenth Avenue AND of Seventeenth Avenue from the easterly right of way line of the Burlington Northern Inc. (formerly Spokane, Portland, & Seattle Railway) to the westerly right of way line of the Union Pacific Railroad (formerly the Oregon, Washington Railway & Navigation Co.), City and County of Spokane, Washington, be and the same is hereby vacated. ~~((, subject to the reservation of easement for existing Pacific Northwest Bell Telephone Company facilities.))~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

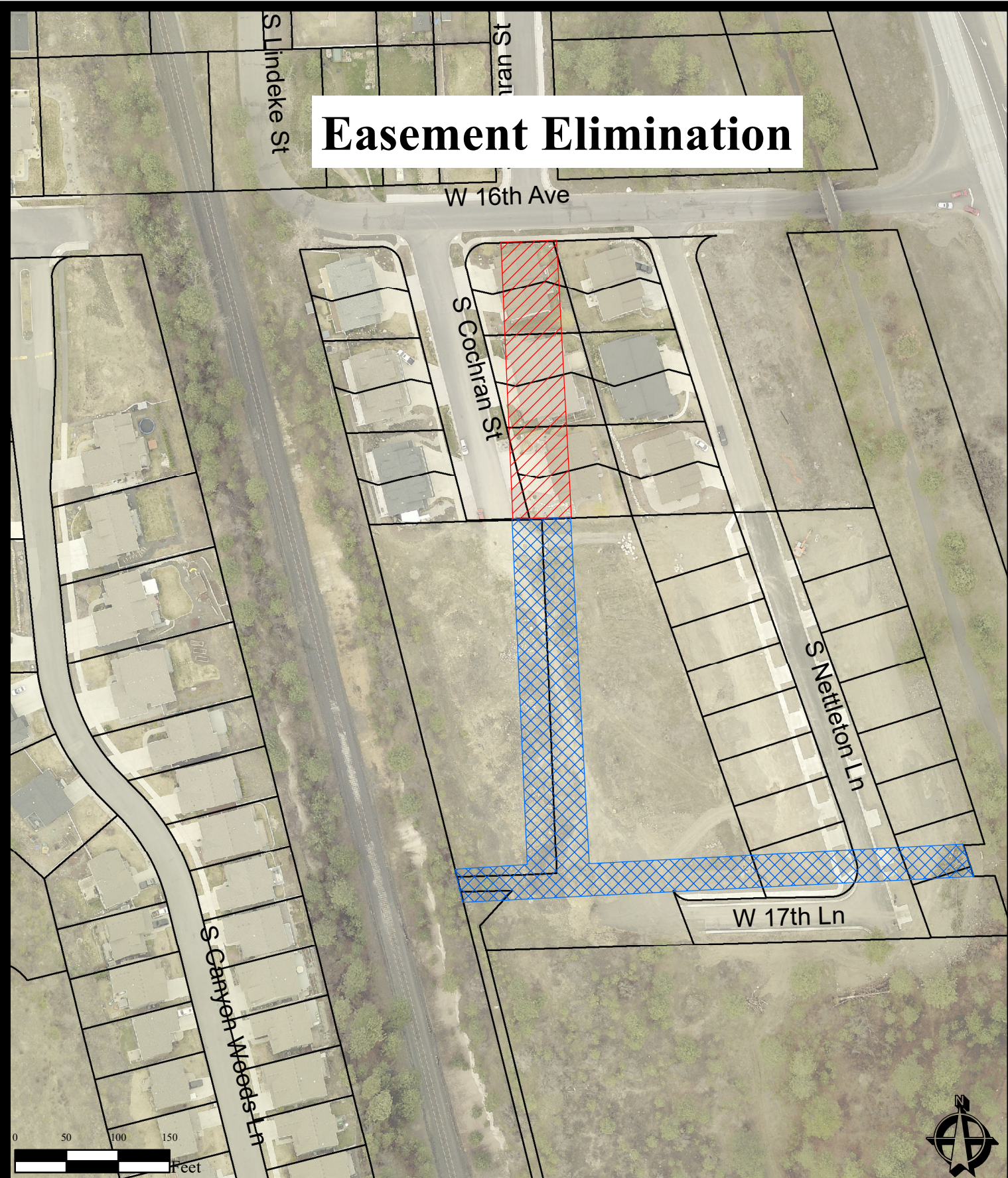
Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement Elimination



Eastments reserved under Vacation Ordinances
C-22392 & C-22392 to be released

Legend

- Vacation Ord C-22393
- Ordinance Ord C-22392

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

02/22/2021

Date Rec'd

2/10/2021

Clerk's File #

ORD C36013

Renews #**Cross Ref #**

ORD C31697

Submitting DeptDSC, CODE ENFORCEMENT &
PARKING SERVICES**Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 – RELEASING PORTIONS OF EASEMENT AT 3028 N MADELIA

Agenda Wording

Amending Ordinance C-31697 to release unnecessary portions of easements that encumber property.

Summary (Background)

The property owner of 3028 N Madelia would like to build on the site encumbered by easements for Comcast, and Avista, and the City that were retained as part of vacation ordinance C-31697. Comcast and Avista are supportive of the easement release. A portion of the easement is to be retained to protect a City of Spokane storm main.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 12-14-2020

Division Director

BECKER, KRIS

Council Sponsor

Cp Michael Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

jwest@spokanecity.org

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

ORDINANCE NO. C-36013

An ordinance amending Ordinance C-31697 that vacated Madelia Street from the north line of Fairview Avenue to Euclid Avenue except North Foothills Drive and the alley between Madelia Street and Pittsburg Street from Fairview Avenue to Euclid Avenue except North Foothills Drive

WHEREAS, a petition for the vacation of Madelia Street from the north line of Fairview Avenue to Euclid Avenue except North Foothills Drive and the alley between Madelia Street and Pittsburg Street from Fairview Avenue to Euclid Avenue except North Foothills Drive has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Madelia Street from the north line of Fairview Avenue to Euclid Avenue except North Foothills Drive and the alley between Madelia Street and Pittsburg Street from Fairview Avenue to Euclid Avenue except North Foothills Drive is hereby vacated.

Section 2. An easement is reserved and retained over and through **the following area for the City of Spokane for the operation and maintenance of an existing storm sewer line.**

Commencing at the southwest corner of Lot 5, Block 6, Avondale Addition to Spokane Falls, as per plat thereof recorded in volume "A" of Plats, Page 96, thence S89°55'42"E a distance of 164.08 feet to the TRUE POINT OF BEGINNING for this description; thence S89°55'42"E a distance of 13.55 feet, thence N32°40'01"E a distance of 33.71 feet, thence S48°13'28"W a distance of 42.56 feet to the TRUE POINT OF BEGINNING.

~~((the entire vacated area for the utility services of Washington Water Power Company,~~

~~Cox Cable TV of Spokane and the City of Spokane to protect existing and future utilities, and no structures of other obstructions shall be erected or placed within the easement area without the prior written approval of the Director of Construction Services.))~~

Section 3. Adequate emergency vehicle access be maintained to existing and future buildings.

Section 4. This ordinance shall take effect and be in force thirty days after its passing.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

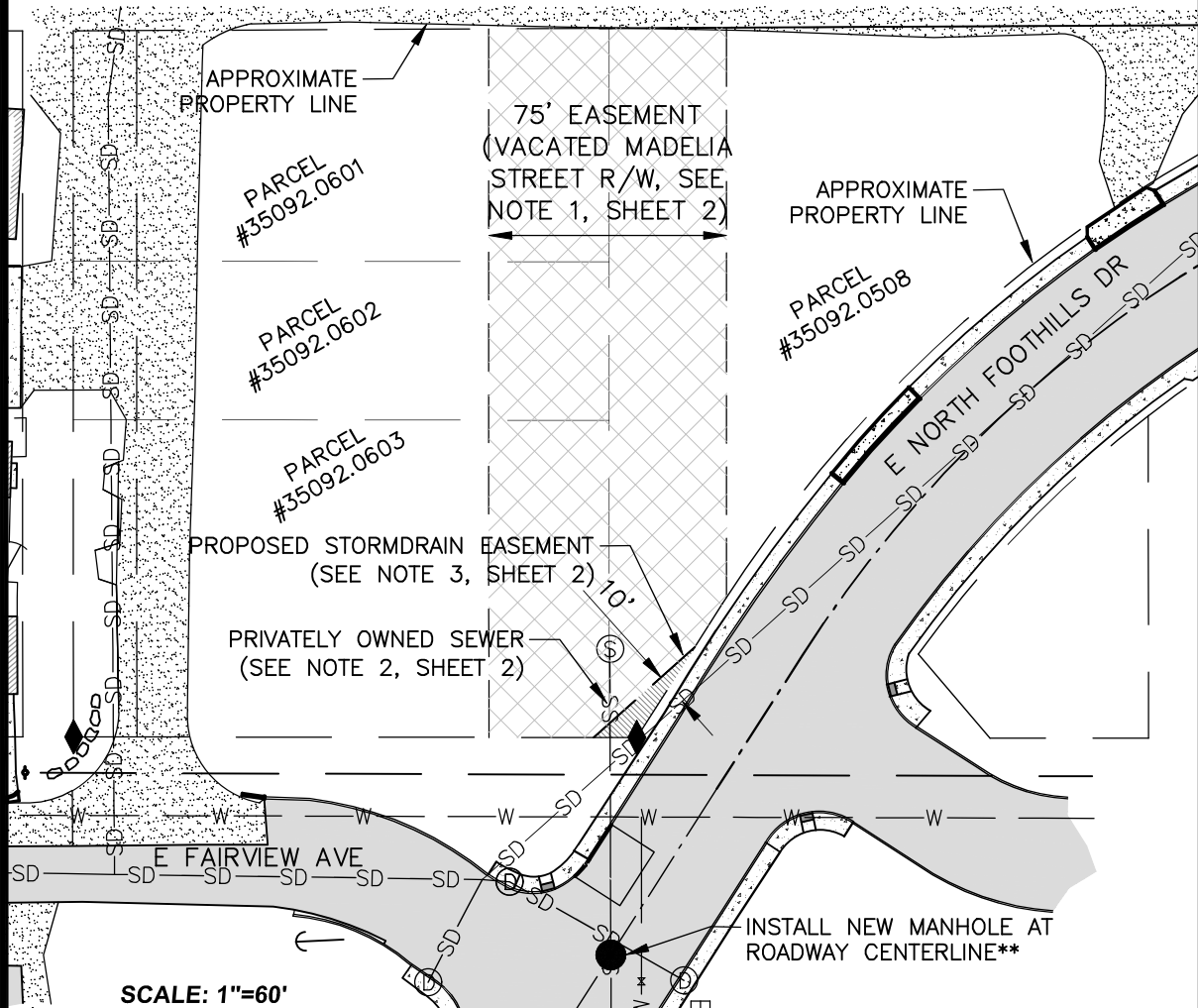
Assistant City Attorney

Mayor

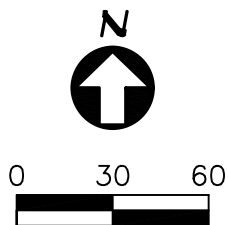
Date: _____

Effective Date: _____

**SECTION 9, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M
CITY OF SPOKANE,
SPOKANE COUNTY, WASHINGTON**



SCALE: 1"=60'



SHEET TITLE:
EASEMENT ELIMINATION EXHIBIT

PROJECT NAME:
MADELIA STREET EASEMENT ELIMINATION



McCanna ENGINEERING
9401 E APPLEWAY BLVD
SPOKANE VALLEY, WA 99206
(509) 954-6604
bo@mccannaengineering.com

PROJ. NO.: 2019-33

SCALE: 1"=60'

DATE: 1/8/2021

DRAWN BY: SMF

CHECKED BY: BDM

SHEET NO.

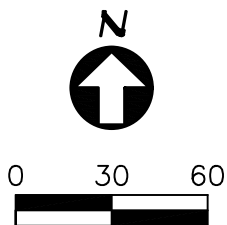
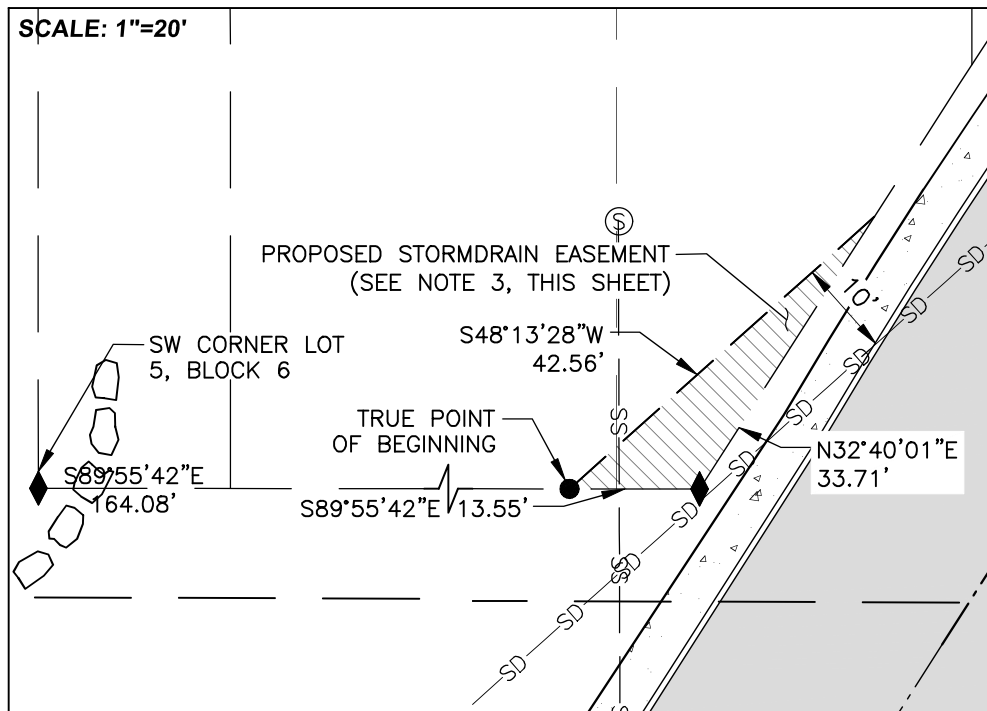
1 OF 2



EASEMENT ELIMINATION AREA

NOTES:

1. EXISTING 75' WIDE EASEMENT PER ORDINANCE NO. C31697:
"AN EASEMENT IS RESERVED AND RETAINED OVER AND THROUGH THE ENTIRE VACATED AREA FOR THE UTILITY SERVICES OF WASHINGTON WATER POWER COMPANY, COX CABLE TV OF SPOKANE AND THE CITY OF SPOKANE TO PROTECT EXISTING AND FUTURE UTILITIES, AND NO STRUCTURES OR OTHER OBSTRUCTIONS SHALL BE ERECTED OR PLACED WITHIN THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF CONSTRUCTION SERVICES."
2. A NEW MANHOLE INSTALLED AT ROADWAY CENTERLINE, EXISTING ON-SITE SEWER BECOMES PRIVATELY OWNED AND MAINTAINED.
3. PROPOSED STORM DRAIN EASEMENT FOR ACCESS AND MAINTENANCE BY THE CITY OF SPOKANE EXTENDING 10-FEET NORTH OF THE EXISTING STORM DRAIN LINE.



SHEET TITLE:
EASEMENT ELIMINATION EXHIBIT

PROJECT NAME:
MADLIA STREET EASEMENT ELIMINATION



McCANNA ENGINEERING
9401 E APPLEWAY BLVD
SPOKANE VALLEY, WA 99206
(509) 954-6604
bo@mccannaengineering.com

PROJ. NO.: 2019-33

SCALE: 1"=20'

DATE: 1/8/2021

DRAWN BY: SMF

CHECKED BY: BDM

SHEET NO.

2 OF 2



PROPOSED STORM DRAIN EASEMENT