

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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 **April 19, 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 **187 625 0621** 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, April 19, 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, April 19, 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.

**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

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 included on that week's current agenda or the next week's 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. 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 solely 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 at the discretion of the Council President:
 - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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 thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 19, 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**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

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. | Five-Year Value Blanket Order with LN Curtis & Sons (Kent, WA) for the purchase of Globe Turnout Coats and Pants—\$1,200,000. (Council Sponsor: Council Member Kinnear)
Rex Strickland | Approve | OPR 2021-0251 |
| 2. | Thirty-six month Leases with Enterprise Fleet Management (Spokane) for three F150s using Sourcewell Contract #060618-EFM—\$56,230.20. (\$520.65 per month) (Council Sponsor: Council Member Kinnear)
David Paine | Approve | OPR 2021-0252 |
| 3. | Purchase from Dell (Round Rock, TX) to acquire 385 ruggedized laptops, 250 in-car docks, and 119 desktop docks to be used by commissioned officers—\$1,192,794.89 (incl. tax). (Council Sponsor: Council Member Kinnear)
Shawna Ernst | Approve | OPR 2021-0253 |
| 4. | Value Blanket Renewal with Gall's, LLC (Spokane) for Police Jumpsuits for 2021—estimated \$150,000 per year (incl. alterations and tax). (Council Sponsor: Council Member Kinnear)
Michelle Loucks | Approve | OPR 2019-0888
IFRP 776-19 |

- | | | | |
|-----|---|------------------------------------|------------------------------|
| 5. | Request to add additional funds to the Value Blanket with Gunarama Wholesale, Inc. (Spokane) for the procurement of department issued handguns—\$15,000 increase. Value Blanket is currently in year 4 of 5-year contract. Total Allowable Annual Amount: \$64,000 per year. (Council Sponsor: Council Member Kinnear)
Mike McNab | Approve | OPR 2021-0254
RFQ 740-17 |
| 6. | Contract Amendment and Extension with Systems & Software, Inc. (Winooski, VT) for the replacement of CStar with enQuesta6 from April 19, 2021, through December 1, 2021—\$152,684.06 (incl. tax). (Council Sponsor: Council President Beggs)
Corin Morse | Approve | OPR 2019-0364 |
| 7. | Contract with Carahsoft Technology Corp. (Reston, VA) for the Salesforce CRM licenses in support of MySpokane's 311 Incapsulate CRM system from May 1, 2021, through April 30, 2022—\$115,870.58 (incl. tax). (Council Sponsor: Council Member Burke)
Michael Sloon | Approve | OPR 2019-0293
RFP 4481-18 |
| 8. | Acceptance of Tenant Rental Assistance Program (T-RAP) funds from the Washington State Department of Commerce and authorization to subgrant funds to providers that help prevent eligible households facing eviction from experiencing homelessness—\$9,261,862 Revenue. (Council Sponsor: Council President Beggs)
Margaret Hinson | Approve &
Authorize | OPR 2021-0256 |
| 9. | Report of the Mayor of pending 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 \$_____. | Approve &
Authorize
Payments | CPR 2021-0002 |
| 10. | City Council Meeting Minutes: _____, 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)

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Civil Service Commission: One Appointment	Confirm	CPR 1981-0271
Hotel Advisory Commission: One Reappointment	Confirm	CPR 2004-0017

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 C36038 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:

Public Safety & Judicial Grant Fund
FROM: Other State Agencies, \$44,515;
TO: Uniform Overtime, same amount.

(This action allows the acceptance of additional WASPC grant funding.)
(Council Sponsor: Council Member Kinnear)

Mike McNab

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0032 Declaring Infor Public Sector, Inc. a sole source provider of Infor Cad
OPR 2021-0257 Maintenance/Licensing at the Spokane City Fire Department and
authorizing a contract with Infor Public Sector for Infor Cad
Maintenance/Licensing for a five-year term—\$81,511.24 (plus applicable
tax) annually. (Council Sponsor: Council Member Kinnear)
Jay Atwood
- ORD C36033 Relating to program participation criteria for the U-Help utility bill
payment assistance program and partnership for response to the
COVID-19 pandemic; enacting a new section 13.09.100 of the Spokane
Municipal Code; and declaring an emergency. (Council Sponsors:
Council President Beggs and Council Member Cathcart)
Marlene Feist
- ORD C36034 (To be considered under Hearings H1.)
- ORD C36035 Aligning the greenhouse gas (GHG) reduction goals of the City of
Spokane with State targets; and amending sections 15.05.005,
15.05.020, and 15.05.060 of the Spokane Municipal Code. (Council
Sponsor: Council President Beggs)
Council President Beggs
- ORD C36036 Relating to electric vehicle purchasing; repealing section 07.06.175; and
enacting a new section 07.06.175A of the Spokane Municipal Code.
(Council Sponsors: Council President Beggs and Council Member
Kinnear)
Council President Beggs

FIRST READING ORDINANCES

- ORD C36039 Granting a non-exclusive franchise to use the public right-of-way to
EverGem LLC to provide noncable telecommunications service to the
public that is subject to certain conditions and duties as further
provided. (Council Sponsors: Council President Beggs and Council
Member Cathcart)
Tim Szambelan

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | |
|--|---|-------------------|
| H1. Hearing on Final Reading Ordinance C36034 relating to the Shoreline Master Program Periodic Review overseen by the Washington State Department of Ecology; amending the Spokane Municipal Code (SMC) Chapter 17A.020 Definitions, sections 17A.020.040 and 17A.020.060; and various portions of Chapter 17E.060 Shoreline Regulations, sections 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380. (Council Sponsor: Council Member Kinnear)
Amanda Beck | Pass Upon
Roll Call
Vote | ORD C36034 |
|--|---|-------------------|

**Motion to Approve Advance Agenda for April 19, 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, April 19, 2021, 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 April 19, 2021, Regular Legislative Session of the City Council is adjourned to April 26, 2021.

NOTES

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

04/19/2021

<u>Date Rec'd</u>	4/8/2021
<u>Clerk's File #</u>	OPR 2021-0251
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 5332-20
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	REX STRICKLAND X7004
<u>Contact E-Mail</u>	RSTRICKLAND@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1970 - VALUE BLANKET WITH LN CURTIS FOR PPE

Agenda Wording

Value Blanket Order with LN Curtis & Sons for the purchase of Globe turnout coats & pants. The term of this Value Blanket will be five (5) years.

Summary (Background)

The Spokane Fire Department received two bids during the RFP process. The Fire Department conducted a thorough wear trial of the PPE offered by both vendors for two months. After evaluation, it was determined that LN Curtis' PPE met the City's requirements.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 1,200,000.00		# 1970-35170-22200-53205-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session\Other</u>	PSHC 3/1/21
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Council Sponsor</u>	CM Kinnear
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Rex Strickland (rstrickland@spokanecity.org)	
<u>For the Mayor</u>	COTE, BRANDY	Amanda Winchell (awinchell@spokanecity.org)	
<u>Additional Approvals</u>		Fire Accounting (fireaccounting@spokanecity.org)	
<u>Purchasing</u>	PRINCE, THEA	tprince@spokanecity.org	

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire Department
Subject:	Fire Department PPE Contract
Date:	02/23/2021
Contact (email & phone):	DC Rex Strickland rstrickland@spokanecity.org (509) 625-7004
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Brian Schaeffer, Fire Chief
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Value Blanket with LN Curtis for 5 years to provide PPE to the Fire Department.
Background/History: Due to the SFD's structural firefighting PPE value blanket expiring in the fourth quarter of 2020, the Spokane Fire department issued an RFP 5332-20 for a new PPE contract. Spokane Fire Department received two bids during the RFP process. The fire department conducted a thorough wear trial of the PPE offered by both vendors for two months. During the wear trial, two PPE sets were tested through rigorous mobility, fire exposure, and workability tests. Each participant evaluated the PPE through a standardized evaluation form. After the wear trial, the LN Curtis PPE held an average of 8.45 the competing vendor had an average of 6.24.	
Executive Summary: The PPE Committee recommends that RFP5332-20 be awarded to Globe (LN Curtis) for the length of the five-year contract listed.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts:	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Bid Response Summary

Bid Number RFP 5332-20
Bid Title Structural Firefighting Personal Protection Equipment (PPE)
Due Date Monday, October 26, 2020 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company LN Curtis & sons
Submitted By Heather Dodge - Monday, October 26, 2020 12:14:35 PM [(UTC-08:00) Pacific Time (US & Canada)]
hdodge@lncurtis.com 2066222875

Comments**Question Responses**

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	2
	2	Proposer has read and acknowledges compliance with Attachment 1 – Terms and Conditions. If answer is "NO", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	YES
	3	Proposer has read and understands the Request for Proposals document.	YES
	4	Proposer acknowledges agreement with Paragraph 4.6 Award/Rejection of Proposal/Contract.	YES
	5	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
	6 - Compliance Line	Proposer declares that its product meets the specification as written in the specification documentations.	YES
	7	Proposer acknowledges that proprietary information must be on separate page(s) from Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	YES
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposal Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	RFP 5332-20 - Curtis Response.pdf
	2	Upload completed Attachment A: Pricing and Product Information Form. Only one document can be uploaded in this line item.	RFP 5332-20 Attachment A.pdf

3	Upload Addenda documents if applicable and was not included in uploaded Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload Proprietary information if applicable. Keep Proprietary information separate from Proposal document and clearly identify document as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements. Combine documents as needed. Only one document can be uploaded in this line item.	
5	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
SPECIFICATION REQUIREMENTS		
1 ISO STANDARD 9001	The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality. This is a minimum requirement, no exceptions shall be considered.	COMPLIANT
2 WARRANTY	Manufacturer shall warrant the coat and trousers to be free from defects in materials and workmanship for the serviceable life of the product. Exclusions of the warranty shall be limited to catastrophic damage caused by severe mechanical, chemical or biological exposure. Manufacturer shall provide a written statement, with each garment, defining the duration and conditions of the warranty. The manufacturer/vendor shall be responsible for any/all transportation costs incurred during the warranty period.	COMPLIANT
2a	If you selected Exception to #2 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
2b	If you selected Exception to #2 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
3 SIZING	a. The sizing criteria shall conform to the requirements of NFPA 1971, 2018. b. Coats must be provided in both male and female patterns. Coat length will be determined by each individual's torso length. Coat must interface with low rise Trousers. Coat chest sizing shall be made available in even chest measurements of two inch increments, ranging from a thirty (30) inch chest size to a sixty (60) inch chest size. Sleeve lengths will also be available as necessitated by individual firefighter requirements. c. Trousers must be provided in both male and female patterns. Trousers sizes shall be made available in even waist measurements of two (2) inch increments with corresponding inseam lengths also available in two (2) inch increments and determined by individual firefighter requirements. d. Alpha sizing or generalized sizing such as, small medium, large, short, regular and long, etc. shall not be permitted. This is a minimum requirement, no exceptions shall be considered.	COMPLIANT
4 COMPOSITE PERFORMANCE	The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than thirty-seven (37) when tested in accordance with NFPA 1971, 2018 standard. This is a minimum requirement, no exceptions shall be considered.	COMPLIANT

5 THE GARMENT COMPOSITE	The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a minimum Total Heat Loss (THL) rating of greater than two hundred twenty (220) when tested in accordance with NFPA 1971, 2018 standard. This is a minimum requirement, no exceptions shall be considered.	COMPLIANT
6 THE HEAT TRANSFER INDEX	The Heat Transfer Index rating shall be twenty-five (25) seconds for the shoulder when measured at two (2) psi (pounds per square inch) and twenty-five (25) seconds for the knee when measured at eight (8) psi. This is a minimum requirement, no exceptions shall be considered.	COMPLIANT
7 THREAD	Garment shall be assembled using only one hundred percent (100%) Nomex® Thread. This is a minimum requirement, no exceptions shall be considered.	COMPLIANT
8 STITCHING/SEAMS	Stitching in all seams shall be continuous. There shall be no joined stitching in mid seam. All exposed edges of shell and thermal liner/moisture barrier shall be finished. To prevent the possibility of thread damage to the thermal liner/moisture barrier composite, as seen with heavy use and machine washing, resulting in the unraveling and separation of the finished edges, surging or like stitching shall not be considered as an acceptable means of finishing the edges. The number of stitches per inch for outer shell structural seams, liner structural seams and accessory seams shall be consistent throughout the garment and be at or above an average minimum of eight (8) to ten (10) stitches per inch	COMPLIANT
8a	If you selected Exception to #8 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
8b	If you selected Exception to #8 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
9 STRESS POINTS	All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly, and top and bottom of the leg reflective material at the seam, shall be reinforced using a thirty-eight to forty-two (38-42) stitch bar tack. Rivets shall not be utilized for reinforcement to avoid structural damage to the garment or injury to the wearer.	COMPLIANT
9a	If you selected Exception to #9 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
9b	If you selected Exception to #9 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
10 HOOK AND LOOP	All references to Hook and Loop shall be flame resistant Velcro® (e.g. USA Velcro®) and black in color	COMPLIANT
10a	If you selected Exception to #10 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
10b	If you selected Exception to #10 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

11 LABELING	Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer. DO NOT REMOVE THIS LABEL THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, 2018 EDITION	COMPLIANT
11a	If you selected Exception to #11 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
11b	If you selected Exception to #11 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
12 TRACKING LABEL SYSTEM	There shall be a two dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain at a minimum the following information: a. Unique serial number b. Item description (coat or Trouser, brand, model, and material color) c. Lot information (date of mfg., size, etc.) d. Material description e. The standard to which the garment is compliant f. Date of manufacture The bar code shall be able to withstand customary wash and wear cycles for at least five (5) years. If it does not, the manufacturer will be responsible for replacing the bar code label.	COMPLIANT
12a	If you selected Exception to #12 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
12b	If you selected Exception to #12 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
13 USER INFORMATION GUIDE	Each garment shall include a User Information Guide with information required by NFPA 1971, 2018. This guide shall include: a. Pre-use information: • Safety considerations. • Limitations of use. Garment marking recommendations and restrictions. A statement that most performance properties of the garment cannot be tested by the user in the field. • Warranty information. b. Preparation for use: • Sizing/adjustment. • Recommended storage practices c. Inspection: • Inspection frequency and details. d. Don/Doff: • Donning and doffing procedures. • Sizing and adjustment procedures. • Interface issues. e. Use: Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132. f. Maintenance and Cleaning: Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried. • Inspection details. • Maintenance criteria and methods of repair where applicable. • Decontamination procedures for both chemical and biological contamination. g. Retirement and disposal: • Retirement and disposal criteria and considerations. h. Drag Rescue Device (DRD) i. Use, inspection, maintenance, cleaning and retirement of the DRD	COMPLIANT
13a	If you selected Exception to #13 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
13b	If you selected Exception to #13 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
14 COUNTRY OF ORIGIN	Components of the PPE Ensemble shall be manufactured in the United States	COMPLIANT

14a	If you selected Exception to #14 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
14b	If you selected Exception to #14 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
15 OUTER SHELL MATERIAL - COAT AND TROUSERS	This shall be a TenCate® Protective Fabrics material consisting of a 6.9 oz/yd² 30% Kevlar® filament yarns/70% PBI/Kevlar® spun yarn (Ex. PBI Kombat Flex) in a comfort-twill weave. Color shall be Black. All garments shall be treated with a water/stain repellent finish (Ex. Super Shelltite). This is a minimum requirement, no exceptions shall be considered.	COMPLIANT
16 MOISTURE BARRIER MATERIAL - COAT AND TROUSERS	This material shall be W.L. Gore® Crosstech® 3-layer moisture barrier (type 4A) comprised of Two (2) Nomex® woven pajama check substrate sandwiching a lightweight, breathable, enhanced bi-component ePTFE matrix (Ex. Crosstech® 3-layer). This is a minimum requirement, no exceptions shall be considered	COMPLIANT
17 THERMAL LINER MATERIAL - COAT AND TROUSERS	Two materials shall be considered. Bids shall include pricing for each option. Of the two sample sets to be provided by bidders, one set shall include Option 1 and the second set shall include Option 2. These are minimum requirements, no exceptions shall be considered. • Option 1 – This shall be a TenCate® Protective Fabrics material consisting of two (2) layers of Nomex® non-woven spunlace batting stitched to a Kevlar® filament yarn with Lenzing FR®/Kevlar®/Nylon blend spun yarn, twill weave face cloth, weighing no more than 7.7 oz/yd² (Ex. Caldura® Elite SL2i). • Option 2 – This shall be a TenCate® Protective Fabrics material consisting of two (2) layers of Nomex® E-89 spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Nomex® filament and FR inherently wicking facecloth, weighing no more than 7.7 oz/yd² (Ex. Titanium SL2i).	COMPLIANT
18 REFLECTIVE TRIM	All trim shall be attached in such a way as to resist abrasion and the rigors of everyday usage. All trim shall be: a. Three inch (3") Scotchlite™ Comfort trim of lime/yellow. b. Coat trim shall be applied as follows: One (1) three inch (3") strip shall be set full circumference at the bottom sweep of the outer shell; one (1) three inch (3") strip shall be set around each sleeve approximately two inch (2") above the cuff; strip shall be set full circumference at the chest. It is the City's desire to have only the required amount of trim per NFPA. c. Trouser trim shall be applied as follows: One (1) strip set full circumference around the bottom of the cuff two to three inches (2"-3") from the bottom cuff.	COMPLIANT
18a	If you selected Exception to #18 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
18b	If you selected Exception to #18 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
19 COAT CONSTRUCTION	The coat shall be constructed in a method that is ergonomic in design for optimal comfort and mobility. These design methods shall be incorporated into all layers of the coat. Overall coat lengths (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with low rise turnout Trousers and meet all NFPA 1971, 2018 requirements. The letters "SPOKANE FD" shall be sewn across the upper back (centered) in lime/yellow reflective three inch (3") letters.	COMPLIANT

19a	If you selected Exception to #19 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
19b	If you selected Exception to #19 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
20 COAT TAIL/REMOVABLE NAME PLATE/PANEL	Coat shall be designed with either a removable three inch (3") drop tail or a removable name panel that would be attached to the coat tail permanently attached to the coat. The removable tail will have the personnel's last name in three inch (3") lime/yellow reflective lettering sewn on for visibility and ease of identification. The removable name plate/panel will have the personnel's last name in three inch (3") lime/yellow reflective lettering sewn on for visibility and ease of identification. This may also include the personnel's first initial or first name in the case of multiple personnel with the same last name. The removable panel can be attached to the coat tail by either snaps or FR hook and loop or both.	COMPLIANT
20a	If you selected Exception to #20 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
20b	If you selected Exception to #20 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
21 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner shall have a two inch (2") wide, 2-ply CROSSTECH®/NOMEX® pajama check extension sewn the full length of the neck. The liner pocket shall be located on the left side of coat liner. Quilt Thermal Liner Construction: The moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than one inch (1") from the cuffs and two inches (2") from the hem.	COMPLIANT
21a	If you selected Exception to #21 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
21b	If you selected Exception to #21 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
22 MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Completely Removable: For ease of cleaning, the moisture barrier/thermal liner shall be completely detachable from the outer shell by the use of a combination of hook and loop, snaps and/or zippers. There shall be minimum four (4) buttons on each front facing, and four (4) buttons along the neck to interface with collar and a minimum of two (2) snaps at each sleeve end or accepted/proven equivalent.	COMPLIANT
22a	If you selected Exception to #22 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	

22b	If you selected Exception to #22 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
23 COAT LINER INSPECTION SYSTEM	There shall be an opening located on the coat. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system.	COMPLIANT
23a	If you selected Exception to #23 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
23b	If you selected Exception to #23 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
24 COLLAR	The collar shall be of contoured a-layered configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the inside of the throat strap shall be fully lined with one layer of specified PTFE moisture barrier material and two layers of 1.5oz aperture E-89™ thermal liner. The outer most layer of the throat strap shall be outer shell material. The innermost layer facing the wearer's body shall be outer shell fabric. The collar shall provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat. The collar shall be contoured and shall completely cover the neck and throat area when in the raised position. Raised height shall be approximately three inches with a contoured overlap at the front of the coat. Collar closure shall be provided by FR hook and loop one and a half inch by 4 inches (1.5" x 4"), with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. Collar shall be of such design so as not to interfere with SCBA facemasks, or helmet. When examined prior to donning, the turned up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection.	COMPLIANT
24a	If you selected Exception to #24 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
24b	If you selected Exception to #24 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

25 (OPTION*) THROAT STRAP	The throat strap shall be of a layered configuration providing continuous thermal and moisture protection around the neck and face. The throat strap shall be mounted to the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collar. To ensure this protection, the inside of the throat strap shall be fully lined with one layer of specified PTFE moisture barrier material and two layers of 1.5oz apertured E-89™ thermal liner. The outer most layer of the throat strap shall be outer shell material. The innermost layer facing the wearer's body shall be outer shell fabric. The throat strap shall be mounted to the outer shell collar three and a half inches (3.5") back from the collar facing and shall be not less than nine inches (9") long and four inches (4") wide (at center), contour shaped to be compatible with the SCBA facemask and secured in the stowed position with two inch by two inch (2"x 2") FR loop on the right outside of the collar. 2" x 2" FR hook shall be sewn to the end of the throat strap and two inch by three inch (2"x 3") corresponding FR loop shall be sewn to the outer shell material on the left side of the collar to provide maximum adjustment when wearing an SCBA breathing apparatus mask. The throat strap will close from the right to the left. (*Required if manufacturer/vendor selects the split collar option).	COMPLIANT
25a	If you selected Exception to #25 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
25b	If you selected Exception to #25 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
26 DRAG RESCUE DEVICE (DRD)	A Fire Fighter Drag Rescue Device shall be installed and compliant with NFPA 1971, 2018 Edition. The device shall meet or exceed the NFPA requirements. There shall be a large tab, that is not part of the hook and loop closure system, to enable easy opening with a gloved hand.	COMPLIANT
26a	If you selected Exception to #26 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
26b	If you selected Exception to #26 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
27 HANGER LOOP	An external hanger loop constructed of a double layer of outer shell material and reinforced with two bartack reinforcements shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop.	COMPLIANT
27a	If you selected Exception to #27 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
27b	If you selected Exception to #27 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
28 SHOULDER YOKE AND CAP	Shoulder yoke and cap protection must meet or exceed Conductive Compressive Heat Resistance (CCHR) level of twenty-five (25) and meet all other current NFPA standards.	COMPLIANT
28a	If you selected Exception to #28 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	

28b	If you selected Exception to #28 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
29 ELBOW	Ergonomic elbow allowing for greater flexibility and comfort. If outer shell insert is used, the insert shall consist of outer shell material for abrasion resistance and thermal protection.	COMPLIANT
29a	If you selected Exception to #29 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
29b	If you selected Exception to #29 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
30 SLEEVE WELL/WRISTLET MOUNTING	Wristlets shall be designed in a manner that ensures there is no interruption in the protection between the sleeve liner and the wristlet. Each coat shall have a minimum six inch (6") Nomex/Spandex or Nomex/Kevlar/Spandex wristlet. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection. There shall be NO sewn thumbhole sewn to the end of the liner at the sleeve. The liner attachment to the outer shell shall consist of at least two snap fasteners, which will assist in aligning the moisture barrier/thermal liner with the outer shell.	COMPLIANT
30a	If you selected Exception to #30 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
30b	If you selected Exception to #30 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
31 CUFFS	The extended cuff of the sleeve shall be reinforced with a binding of DragonHide® material (a thirty-four percent (34%) para-aramid, sixty-three percent (63%) aramid and three percent (3%) carbon filament back coated and impregnated with specially formulated polyurethane polymer for water, oil and dirt resistance) or Arashield, not less than three inch (3") in total width for abrasion resistance and thermal protection.	COMPLIANT
31a	If you selected Exception to #31 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
31b	If you selected Exception to #31 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
32 THERMAL FRONT PANEL CONSTRUCTION	There shall be continuous thermal and moisture protection around the entire torso including the coat front area beneath the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.	COMPLIANT
32a	If you selected Exception to #32 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
32b	If you selected Exception to #32 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
33 COAT FRONT CLOSURE DESIGN	The complete outer shell coat front closure design shall consist of a front closure system completely protected by an outside storm flap which shall have its own, independent storm flap closure system.	COMPLIANT

33a	If you selected Exception to #33 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
33b	If you selected Exception to #33 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
34 STORM FLAP	A storm flap measuring not less than three and a quarter inches (3.25") wide and proportionate to the length of the coat and zipper/D-ring enclosure shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be specified PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two (2) layers of outer shell fabric. Approximately six inches (6") from the top of the storm flap an additional piece of Velcro loop three inches (3") in length shall be sewn to the inside of the flap. This will allow a passport to be attached to the inside of the coat, without impeding the normal closure of the flap.	COMPLIANT
34a	If you selected Exception to #34 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
34b	If you selected Exception to #34 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
35 FRONT/STORM FLAP CLOSURE	The front closure shall consist of a brass zipper (YKK) or equivalent polymer zipper with a one and three quarters inch (1 3/4") polymer coated aramid tab added to left bottom for fast closure and exit or D ring closures. The storm flap closure shall consist of at least a one inch (1") wide FR hook and loop attachment with FR hook fastener sewn on the left front of the coat, and corresponding FR loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.	COMPLIANT
35a	If you selected Exception to #35 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
35b	If you selected Exception to #35 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

36 RIGHT/LEFT SIDE FULL BELLOWS POCKET	<p>One (1) ten inch (10") wide by eight inch (8") tall outside full bellows pocket that expand by means of side and bottom gussets to a thickness of two inches (2") front and back. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket. The pocket shall be reinforced with bartacks at each corner for additional strength. Brass eyelets (3/8" diameter) shall provide drainage of moisture on both sides. (OPTION*) The bottom of the pocket shall be reinforced with Dragonhide or Arashield. The right side pocket shall have an interior divider so that the split is approximately 60/40. The pocket flap shall be constructed of two (2) layers of outer shell material and shall measure three inches (3") deeper than the pocket expansion and one half inch (1/2") wider to give a creased and contoured pocket flap. The pocket flap shall be set one inch (1") above the top of the pocket and the upper corners of the flap shall be reinforced with bartacks for additional strength. A FR hook and loop fastener closure system shall be set with one and a half inch (1 1/2") by ten inch (10") loop fastener on the pocket and three (3) one and one half inch (1 1/2") by two inch (2") hook fastener on the underside of the flap spaced not less than two inches (2") apart.</p>	COMPLIANT
36a	If you selected Exception to #36 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
36b	If you selected Exception to #36 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

37 RADIO POCKET	<p>One (1) three and a half inch (3 ½") wide by seven and a half inches (7 ½") deep full bellows radio pocket that expands by means of side and front gussets to a thickness of one and half inches (1 ½") in front and back shall be located on the left chest. Pocket corners, top and bottom shall be reinforced with bartacks for additional strength. A brass eyelet (3/8" diameter) shall be set in center of the bottom of the pocket to provide for drainage of moisture. The pocket flap shall incorporate a notch on both the left and right side to accommodate the radio antenna. Pocket flaps shall be constructed of two (2) layers of outer shell material and shall extend one half inch (½") over each side of the pocket and be five inches (5") deep. Flaps shall be reinforced with bartacks for additional strength. Pocket flaps shall close to the pocket top using one (1) piece of two inch (2") by three inch (3") FR hook fastener set on the underside of the flap and one two inch (2") by three inch (3") piece of FR loop fastener set on the pocket. (OPTION*) On the outside of the radio pocket there shall be a one and a half inch wide by five inch tall (1.5" x 5") pocket with a flap. The flap shall have a Velcro closure. The pocket shall be the same depth as the radio pocket. The bottom of the pocket will be even with the bottom of the radio pocket. (OPTION*) The bottom of the pocket shall be reinforced with Dragonhide or Arashield. The right side pocket shall have an interior divider so that the split is approximately 60/40. The pocket flap shall be constructed of two (2) layers of outer shell material and shall measure three inches (3") deeper than the pocket expansion and one half inch (½") wider to give a creased and contoured pocket flap. The pocket flap shall be set one inch (1") above the top of the pocket and the upper corners of the flap shall be reinforced with bartacks for additional strength. A FR hook and loop fastener closure system shall be set with one and a half inch (1 ½") by ten inch (10") loop fastener on the pocket and three (3) one and one half inch (1 ½") by two inch (2") hook fastener on the underside of the flap spaced not less than two inches (2") apart.</p>	COMPLIANT
37a	If you selected Exception to #37 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
37b	If you selected Exception to #37 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
38 MICROPHONE TAB	One (1) three quarters inch wide by three inch long (.75 x 3") strap constructed of double layer outer shell material shall be sewn to the coat near the center of the coat (on the storm flap) and reinforced with bartacks for additional strength.	COMPLIANT
38a	If you selected Exception to #38 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
38b	If you selected Exception to #38 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

39 FLASHLIGHT STRAP	One (1) flashlight hook shall be attached to the right chest of the coat approximately six inches (6") down from the shoulder and set as close to the storm flap as is reasonable. This hook shall be attached directly to the outer shell via vertical bar tacks spaced 1.5" apart so a flashlight can be hooked between the bar tacks. A three inch wide by 10" long (3" x 10") strap constructed of double layer outer shell material shall be X-stitched and centered approximately three inches (3") below the hook. This strap will have three inches (3") of FR hook on one side and three inches (3") of FR loop on the opposite end, positioned so that the strap may be closed into a loop.	COMPLIANT
39a	If you selected Exception to #39 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
39b	If you selected Exception to #39 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
40 TROUSER CONSTRUCTION	The trouser shall be constructed in a method that is ergonomic in design for optimum comfort and mobility. The crotch shall be a gusseted type. The trouser shall be a multi-piece, low rise waist design and must meet NFPA 1971, 2018 standards. These design methods shall be incorporated into all layers of the trouser.	COMPLIANT
40a	If you selected Exception to #40 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
40b	If you selected Exception to #40 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
41 RESCUE BELT	The trouser shall be constructed in a method that is compatible with the current SFD rescue system and rescue belt. See Attachment D for specifications.	COMPLIANT
41a	If you selected Exception to #41 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
41b	If you selected Exception to #41 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
42 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION	Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the Trouser a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the Trouser.	COMPLIANT
42a	If you selected Exception to #42 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
42b	If you selected Exception to #42 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
43 QUILT THERMAL LINER CONSTRUCTION	The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971, 2018. The moisture barrier/thermal liner shall finish no more than three inches (3") from the cuffs.	COMPLIANT

43a	If you selected Exception to #43 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
43b	If you selected Exception to #43 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
44 MOISTURE BARRIER/THERMAL LINER ATTACHMENT	Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Eight (8) evenly spaced snaps shall secure the liner to the integral waistband; a minimum of two (2) snaps shall be set in leather leg tabs at each leg end.	COMPLIANT
44a	If you selected Exception to #44 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
44b	If you selected Exception to #44 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
45 TROUSER LINER INSPECTION SYSTEM	There shall be an opening located on the Trouser liner system. This opening will provide the ability to completely invert the Trouser liner to properly view the integrity of the entire liner system. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.	COMPLIANT
45a	If you selected Exception to #45 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
45b	If you selected Exception to #45 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
46 STORM FLY/CLOSURE	The trousers shall be equipped with an outside storm fly flap constructed of two layers of outer shell material, with a layer of specified moisture barrier sandwiched between. The flap shall be double stitched to the left front body panel of the outer shell and shall measure not less than two and one half inches (2 ½") wide at the waistband and shall be reinforced with bartacks at the base. The storm fly shall be held closed along its length by means of a hook and loop fastener closure one and one half inches (1 ½") minimum width, along the leading edge for a distance of not less than six inches (6") from the bottom of the fly closure to the waist area for proper alignment and secure closure. There shall also be a snap or D ring. The trouser closure shall be constructed so that the moisture barrier/thermal liner provides continuous thermal and moisture protection across the entire front of the trouser, including the front closure area.	COMPLIANT
46a	If you selected Exception to #46 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
46b	If you selected Exception to #46 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
47 WAISTBAND	The waist of the Trousers shall be reinforced on the inside with a minimum of 1- ply of outer shell material not less than one and one half inches (1 ½") in width. The Trouser waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell. The suspenders shall be attached via sewn on loops and snaps.	COMPLIANT

47a	If you selected Exception to #47 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
47b	If you selected Exception to #47 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
48 SUSPENDERS	Manufacture shall supply suspenders, designed to interface with waistband attachment. Suspenders should be designed so as not to slide off the shoulder during normal usage, and be of H-back, non-stretch, with non-button suspender snaps and of plain black design.	COMPLIANT
48a	If you selected Exception to #48 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
48b	If you selected Exception to #48 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
49 KNEE CONSTRUCTION	The knee shall incorporate a comfort/mobility design in all layers. This design shall allow for natural bending motion, allowing for increased freedom of movement in the knee area.	COMPLIANT
49a	If you selected Exception to #49 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
49b	If you selected Exception to #49 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
50 KNEE REINFORCEMENTS	The knee area shall be reinforced with an extra layer of DragonHide or Arashield material; a thirty-four percent (34%) para-aramid, sixty-three percent (63%) aramid and three percent (3%) carbon filament back coated and impregnated with a specially formulated polyurethane polymer for water, oil and dirt resistance or equivalent. The knee reinforcement shall measure approximately ten inches (10") wide by twelve inches (12") high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The outer edges of the DragonHide/Aralite knee reinforcement shall be turned under so that the lower row of stitching is covered and protected from abrasion.	COMPLIANT
50a	If you selected Exception to #50 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
50b	If you selected Exception to #50 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
51 KNEE PADDING	Padding must be made of thermally stable materials and Conductive Compressive Heat Resistance (CCHR) may not drop below twenty-five (25) even after multiple heat exposures. Knees shall be padded using a minimum of one layer of uninterrupted one eighth inch (1/8") thick, fire retardant closed-cell foam (i.e. Silizone) or proven equivalent. The padding material shall be oriented between the outer shell and knee reinforcement. Padding material must be new material; no scrap material will be accepted.	COMPLIANT
51a	If you selected Exception to #51 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
51b	If you selected Exception to #51 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

52 CUFFS	The back area of the trouser cuff shall incorporate a notched or arched reverse boot cut design. The reverse boot cut shall be constructed such that the back of the trouser leg is approximately one inch (1") shorter than the front. The cuff area of the Trouser shall also be reinforced with an extra layer of DragonHide or Arashield material; a thirty-four percent (34%) para-aramid, sixty-three (63%) aramid and three percent (3%) carbon filament back coated and impregnated with a specially formulated polyurethane polymer for water, oil and dirt resistance or equivalent. Cuff area reinforcement shall be not less than three inches (3") in total width for greater strength, abrasion resistance, and thermal protection. Cuff reinforcements shall be double stitched to the outer shell.	COMPLIANT
52a	If you selected Exception to #52 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
52b	If you selected Exception to #52 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	
53 RIGHT SIDE FULL BELLOWS POCKET	One (1) nine inch (9") wide by ten inch (10") deep full bellows pocket that expands by means of side and bottom gussets to a thickness of two inches (2") in front and back shall be located on the right thigh, straddling the outseam above the knee and positioned to provide accessibility. The top of the pocket shall be located nine inches (9") from the top of the trouser waist to ensure compatibility with the escape system. The pocket shall be fully lined on all four (4) sides to a height of four inches (4") with KEVLAR twill. The twill material shall have no unfinished seams showing. The outside bottom and five inches (5") up in height shall have Arashield material. The top and bottom pocket corners and top corners of flap shall be reinforced with bartacks for additional strength. Aluminum eyelets (3/8" diameter) shall provide drainage of moisture on both sides. The pocket flap shall be constructed of two (2) layers of outer shell material and shall measure three inches (3") deeper than the pocket expansion and one half inch (1/2") wider to give a creased and contoured pocket flap. The pocket flap shall be set one inch (1") above the top of the pocket and the upper corners of the flap shall be reinforced with bartacks for additional strength. A FR hook and loop fastener closure system shall be set with one and one half inch by nine inch (1 1/2" by 9") loop fastener on the pocket and three (3) one and one half inch by two inch (1 1/2" by 2") hook fastener on the underside of the flap spaced approximately two inches (2") apart.	COMPLIANT
53a	If you selected Exception to #53 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
53b	If you selected Exception to #53 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

54 LEFT SIDE FULL BELLOWS POCKET	<p>One (1) nine inch (9") wide by ten inch (10") deep full bellows pocket that expands by means of side and bottom gussets to a thickness of two inches (2") in front and back shall be located on the right thigh, straddling the outseam above the knee and positioned to provide accessibility. The top of the pocket shall be located nine inches (9") from the top of the trouser waist. This is to ensure compatibility with the escape system. The pocket shall be fully lined on all four (4) sides to a height of four inches (4") with KEVLAR® twill. The twill material shall have no unfinished seams showing. The outside bottom and five inches (5") up in height shall have Arashield material. The top and bottom pocket corners and top corners of flap shall be reinforced with bartacks for additional strength. Aluminum eyelets (3/8" diameter) shall provide drainage of moisture on both sides. The pocket flap shall be constructed of two (2) layers of outer shell material and shall measure three inches (3") deeper than the pocket expansion and one half inches (½") wider to give a creased and contoured pocket flap. The pocket flap shall be set one inch (1") above the top of the pocket and the upper corners of the flap shall be reinforced with bartacks for additional strength. A FR hook and loop fastener closure system shall be set with one and one half inches by nine inches (1 ½" by 9") loop fastener on the pocket and three (3) one and one half inches by two inch (1 ½" by 2") hook fastener on the underside of the flap spaced approximately two inches (2") apart.</p>	COMPLIANT
54a	If you selected Exception to #54 above - detail the exception as specified in Section 2.2 of the RFP document in the Documents Tab.	
54b	If you selected Exception to #54 above upload any supporting document to verify/validate that the exception meets applicable NFPA and/or OSHA standards.	

CURTIS

TOOLS FOR HEROES

October 22, 2020

Attn: Thea Prince

LN Curtis & sons (Curtis) is pleased to submit a bid proposal for RFP Number 5332-20 "Structural Firefighting Personal Protection Equipment (PPE)"

Please find the requested company information below:

1. Headquarters

Curtis
185 Lennon Lane, Suite 110
Walnut Creek, CA 94598

Company Representative
Angela Mackey, Customer Service & Operations Manager
(206) 622-2875 / (800) 426-6633
amackey@lncurtis.com

2. L.N.Curtis & sons is a California Corporation, established in 1929

3. We acknowledge the timeline of 180 days for acceptance by the City from the due date, October 26, for receipt of Proposals.

4. Local office for order placement

Curtis
6507 S 208th St
Kent, WA 98032

If you have any questions or concerns, please reach out to us at your convenience. We look forward to doing business with the City of Spokane for your PPE needs.



Angela Mackey
Customer Service and Operations Manager

6507 S 208th St • Kent, WA 98032 • Phone 800-426-6633 • Fax 253-236-2997

www.LNCURTIS.com



Attachment A

ATTACHMENT A

PRICING AND PRODUCT INFORMATION FORM

RFP NAME: **PERSONAL PROTECTION EQUIPMENT (PPE)**

RFP NO: **5332-20**

The purpose of this Request for Proposals is to invite sealed Proposals to supply the City of Spokane Fire Department with Personal Protective Equipment and related required equipment.

Unit prices are to include all costs and expenses including freight, travel, etc. to be charged for performing the services necessary to accomplish the objectives of the contract. Quantity discount should be considered and our minimum order shall be **Two Hundred (200)** coats and pants. Once we have completed the process we will take your pricing with options to complete the final score. Your pricing should be based on the minimum requirements and with standard features for each type of ensemble provided. PLEASE PROVIDE PRICING FOR **ALL** OPTIONS AVAILABLE AND REQUESTED AS WE DON'T KNOW WHICH OPTIONS THE FIRE DEPARTMENT WILL END UP FINDING MOST FAVORABLE. Pants and Coats shall be listed separately.

LINE ITEM	QUANTITY	DESCRIPTION	MODEL #	UNIT PRICE	TOTAL
1	200	Globe Turnout Coat as requested	12257F	\$1,522.00	\$304,400
2	200	Globe Turnout Pant as requested	G2257F	\$1,198.00	\$239,600
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	SUBTOTAL:				\$544,000
	WA SALES TAX (8.9 %)				\$48,416
	GRAND TOTAL:				\$592,416

OPTIONS – Vendor shall list all available options possible. This shall be SFD cost not list cost.

(If more room needed attach documents after this page)

LINE ITEM	DESCRIPTION	MODEL #	UNIT PRICE
1	Item 17 Opt 1 Caldura SL2 Thermal Liner	#57	\$0
2	Item 17 Opt 2 Titanium SL2 Thermal Liner	#45	\$0
3	Item 25 Throat Strap Option on coat	1922T325	\$37.00
4	Item 36 pocket reinforced with Arashield	ARA-PKT	\$17.00
5	Item 37 Option was cancelled during question phase		
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Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163



Northwest Division
6507 South 208th Street
Kent, WA. 98032
www.LNCURTIS.com
Quotation No. 169583

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Spokane City Fire Department 44 W Riverside Ave Spokane WA 99201-0114	Spokane City Fire Department 44 W Riverside Ave Spokane WA 99201-0114	169583	10/23/2020	03/31/2022

SALESPERSON	CUSTOMER SERVICE REP
Adam Sitton asitton@lncurtis.com 509-531-4944	Heather Dodge hdodge@lncurtis.com 206-596-7910

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
RFP 5332-20	Thea Prince	C33339	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

Ph: 206-622-2875
 TF: 800-426-6633
 Fax: 253-236-2997
nwsales@lncurtis.com
 DUNS#: 00-922-4163

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Northwest Division
 6507 South 208th Street
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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	200	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	<p>As follows:</p> <p>12257F Outer shell - Kombat Flex Black Thermal liner - Caldura Elite SL2i Moisture barrier - Crosstech 3-layer Trim - NFPA Basic 3" Comfort Trim L/Y 3" L/Y Scotchlite lettering on upper back of coat to read: Line 1 ARCHED - SPOKANE Line 2 STRAIGHT - FD Bottom of coat to have hanging removable letter patch 3" L/Y Scotchlite lettering with FF Name Coat Closure: Zipper in with Velcro out Full 2" Bellows side pockets with Kevlar 60/40 pocket divider in Right pocket. Pockets to be bartacked on all corners Full Velcro on the Expansion pocket and flap Dragonhide reinforcement on Cuffs Grey Nomex wristers Radio pocket on Left Chest w/dual antenna notch in flap Self Mic tab on storm flap Universal Clip for flashlight with glove strap below on Right Chest Velcro Loop 3" long on inside of storm flap for passport storage</p>	\$1,522.00	\$304,400.00
2	200	PR	GPS GLOBE CUSTOM	<p>As below:</p> <p>G2257F Outer shell - Kombat Flex Black Thermal liner - Caldura Elite SL2i Moisture barrier - Crosstech 3-layer Trim - 3" Around the Cuff Comfort Trim L/Y Standard Hook and Loop Fly Full Belt w/Wide Belt Loops per requested specifications 2x10x10 pockets full expansion- both sides Bartack all pocket corners Full velcro on pocket and pocket flap Kevlar Twill lined full pouch Ara Shield reinforcement on outside of pocket Ara Shield reinforced cuffs and knees Silizone padded knees between thermal layer and moisture barrier Black H Back suspenders</p>	\$1,198.00	\$239,600.00

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163



Northwest Division
6507 South 208th Street
Kent, WA. 98032
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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 03/31/2022. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$544,000.00
Tax Total	\$48,416.00
Transportation	\$0.00
Total	\$592,416.00

[View Terms of Sale and Return Policy](#)



Attachment B
Ship Date – November 5, 2020

ATTACHMENT B

Equipment for Evaluation

The Spokane Fire Department requests Field Wear Trial samples for evaluation purposes. Gear will be evaluated on Fit, Form, Function, and Durability. Vendors shall provide samples as soon as practical but no later than the Proposal Due Date, (October 26, 2020). Samples shall be in accordance with the minimum requirements in this RFP and is encouraged to be Action back, gusseted, bi-swing, etc. designed PPE that enhances function, mobility, etc.

We urge you to send wear trial samples as soon as you can and not wait until after you have submitted your proposal. Proposers failing to submit required samples and/or meet established time lines may be disqualified and considered non-responsive. Field Wear Trial samples are to be provided to the Fire Department at no cost. These samples shall become property of the Fire Department for the duration of both phases of the evaluation. At the conclusion of the evaluation process, Proposers shall have sixty (60) days to request and provide for the return of any or all samples provided. After this time, remaining samples shall become the property of the Fire Department, for dispersal and/or disposal as they see fit. Any request for return of samples should be specified by exact make, model and serial number so as to prevent confusion and/or return of incorrect garments. Any Proposer wishing to participate in this RFP; should submit enough samples that meet the specifications provided by the SFD to accommodate varying sized evaluators as necessary (TBD).

1. Two sets of PPE that meets specified criteria and are compatible with the SFD Rescue Belt System.
2. Proposers must size individuals for sample sets – Contact RFP Coordinator listed in the RFP.
3. Additional sets as necessary (TBD)



3.5 Vendor Information

A. Vendor

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VENDOR INFORMATION

L. N. Curtis & sons (LNC) has a long and successful legacy of delivering products and services to the world-wide Fire & Emergency Services (F&ES) marketplace. LNC has been distributing F&ES products since 1929 and offers a full line of products manufactured by more than 500 world-class manufacturers.

LNC has a long history with the fire service. Lloyd N. "Pop" Curtis was the founder of the company. Lloyd's brother, Newton, had partnered with his brothers-in-law in Glendale, California to build a mechanical resuscitator—a first of its kind. They started this venture in 1928. The E & J Mechanical Resuscitator sold for \$350.00, quite a pretty penny for those days. The brothers-in-law, Clarence Erickson (the "E" of E & J), a skilled machinist, and George Johnstone (the "J" of E & J), a noted doctor, had the talent in the development and brother Newton was skilled in sales, so this was a perfect union! In short order, Newton convinced Lloyd to begin selling the resuscitator with him and the "L.N. Curtis" company was born in 1929. In true Curtis style, it was time to expand the business and Lloyd was picked to pack up and move to Oakland, California, where he worked hard to sell the mechanical resuscitator and its offspring equipment throughout a great portion of the western United States. Pop's son, Bill Curtis, led the Company from 1946 until 1988; while, "Pop" continued to lend a guiding hand on company development and growth until his death in 1971. Bill's son, Paul, took over the leadership role in 1988 and continues to manage and operate the business today. It's been over ninety years and it's like a fire truck going to a rescue—there's no stopping it. The Company now has eleven Operations and Service Centers to support its world-wide customer base and has strategic plans to add facilities on both a short and long term basis.

FINANCIAL STABILITY

LNC annually services the needs of over 10,000 customers worldwide. The company's customers include commercial, military, and local, state, and federal government accounts.

LNC processes, on average, 2,000 orders, consisting of over 20,000 line items, every week for our customers.

LNC is in robust economic health. However, as a small, privately-held corporation, LNC does not release audited financial statements to third parties. Summarizing our financial situation:

Growing a business is fraught with potential risks; however, LNC has been able to grow the company substantially while maintaining a very strong financial condition. For example, the LNC Current Ratio (CR) has held steady at 3.5:1, on a year-to-year basis. CR, or current assets vs. current liabilities, is an indication of a company having enough cash to operate the business. A current ratio over 2:1 is considered very strong in the F&ES industry.

Coupling LNC strong CR with a Dunn & Bradstreet performance rating of 4A1 (highest in class) reveals a company with exceptionally strong financial health.

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3.5 Vendor Information

B. Experience of the Vendor

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PPE EXPERIENCE

LN Curtis has partnered with Globe Manufacturing Company since 1929. Our staff receives ongoing training on how to properly size and fit gear as well as accurately place orders for customers. Our sales teams work with each department to design turnout gear that takes budget, safety and the specific needs of the department into consideration.

CUSTOMER SERVICE

With 90 years of experience supporting the Fire & Emergency Services industry; LNC has proven to be a competent and capable organization, fully experienced in large customer account management and large order fulfillment. With a comprehensive product and service offering coupled with responsive, rapid, and exceptional customer service, LNC offers the City of Spokane an extraordinarily skilled, experienced, and service-oriented team.

LNC has thirty-four outside sales persons, fully trained and experienced in all aspects of Personal Protective Equipment and Clothing. Our outside sales force provides face-to-face, in person customer contact for sales and marketing activities; product (technical and sales) information; on-site service activities; and monitoring of customer satisfaction.

LNC has thirty-six inside sales professionals supporting our outside sales force. Inside sales responsibilities include responding to all customer inquiries; providing immediate and accurate quotations; entering orders; tracking order status; expediting orders as needed with internal and supplier organizations; proactively identifying and solving potential problems; and managing all corrective action and status tracking for returns and discrepant orders.

PRODUCT DURABILITY

Globe warrants its firefighters' protective clothing to be free from defects in materials and workmanship from the date of sale for their serviceable life, which in no event shall be more than ten years, when properly cared for.

DELIVERY SCHEDULING WITH ACCURACY/ON-TIME PERFORMANCE

LN Curtis has previously worked with Spokane turnout contracts to ensure that orders are delivered with the specified time frame. Sizing will be performed by our field sales representative and submitted to our order entry team. Orders will be submitted to the manufacturer within one to two business days of receipt from the field sales staff. Globe works to ensure that the order will be ready to ship within 35-45 days.

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Name	Title	Experience/Availability
Adam Sitton	Sales Professional	Employed by Curtis - 8 years PPE 101 & NFPA 1851 Certified Trainer Globe Factory Trained Tencate & Gore Materials Factory Trained Available 24/7 - asitton@lncurtis.com (509) 531-4944
Heather Dodge	Customer Service Representative	Employed with Curtis - 6 years Responsible for order entry and confirmation Completion of PPE 101 Training 12/2017 Experience with PPE - 6 years Available Monday - Friday 8:00-4:30 hdodge@lncurtis.com (206) 596-7910
Angela Mackey	Customer Service & Operations Manager	Employed with Curtis - 13 years Manager of NW Operations - 6 years Experience with PPE - 12 years Available 24/7 - amackey@lncurtis.com (206) 305-4057
Nik Taranik	PPE Specialist	Employed with Curtis - 32 years PPE Specialist NFPA 1851 Instructor Fire Science Degree Available Monday - Friday 8:00-5:00 ntaranik@lncurtis.com (206) 953-3507



3.5 Vendor Information

C. Delivery Schedule

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DELIVERY SCHEDULE

1. Sizing completed by Curtis Representative, currently, Adam Sitton
2. Order requested from department
3. Order submitted to Curtis order entry support personnel
4. Order submitted to Globe within 1-2 business days
5. Globe to complete manufacturing of gear and deliver within 35-45 days.



3.5 Vendor Information

D. References

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REFERENCES

L. N Curtis and Sons, as a supplier of PPE to the Fire Service in the United States has numerous contracts and agreements with local, state and federal agencies. For example:

- GSA Contract #47QSWA18D009Y <https://www.gsa.gov/buying-selling/purchasing-programs>
- Sourcewell Coop National PPE Contract #032620 <https://www.sourcewell-mn.gov/cooperative-purchasing/032620-lnc>
- NPP.GOV National Purchasing Partners PS20060 <https://nppgov.com/contract/curtis-ppe>
- HGACBUY Contract #EE08-19 <https://www.hgacbuy.org/products-and-services/view-product.aspx?productid=22164>

The majority of purchases of Globe gear in the Western U. S. are purchased under the umbrella of these Co-op joint purchase agreements. We will be happy to supply a listing of those purchasers, if requested.

Also, Curtis/Globe has the following active contracts:

Kirkland City Fire Department – Structural PPE

Term: 2-13-2020 through 2-2022

Contact: Financial Operations Manager 425-587-3123 email: gpiland@kirklandwa.gov

Marysville Fire Department Regional PPE Contract – North Snohomish County

Term: 1-1-2018 through 12-31-2020

Contact: Thomas Maloney, Fire Marshal 360-363-8500 tmaloney@marysvillewa.gov

Salt Lake City Fire Department, PPE Contract #12-1-17-948.6

Term 12-1-2017 through 12-1-2021

Contact: Brittany Blair 801-799-4173 brittany.blair@SLCgov.com

Fresno City Fire Department – PPE Contract

Term: Through 2023

Contact: Devin McGuire 559-978-3356 devin.mcguire@fresno.gov

San Ramon Valley Fire Protection District – PPE Contract

Term: 1-1-2017 through 12-31-2020

Captain: Sean O'Dwyer 925-838-6631 saodwyer@yahoo.com

6507 S 208th St • Kent, WA 98032 • Phone 800-426-6633 • Fax 253-236-2997

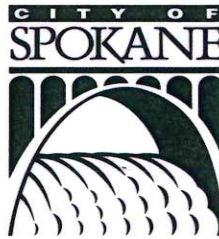
www.LNCURTIS.com



3.5 Vendor Information

E. Related Information

Not applicable



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

September 23, 2020

ADDENDUM NO. 1

RFP #5332-20 Structural Firefighting Personal Protective Equipment (PPE)

This Addendum is being issued to extend the deadline listed in Attachment B to November 9, 2020 as shown below –

Vendors shall provide samples as soon as practical but no later than November 9, 2020.

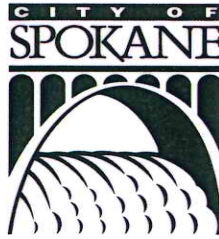
Thea Prince
Purchasing

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

The undersigned acknowledges receipt of this Addendum.

Company

Authorized Signature



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

October 21, 2020

ADDENDUM NO. 2

RFP #5332-20 Structural Firefighting Personal Protective Equipment (PPE)

This Addendum is being issued to extend the deadline listed in Attachment B to November 16, 2020 as shown below –

Vendors shall provide samples as soon as practical but no later than November 16, 2020.

Thea Prince
Purchasing

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

The undersigned acknowledges receipt of this Addendum.

Company

Authorized Signature

To Whom It May Concern:

The following is a true copy of original resolution adopted October 2, 2020 by the Board of Directors of L.N. CURTIS & SONS, a California Corporation.

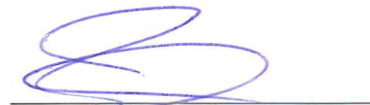
RESOLUTION NO. 20-2

RESOLVED by the Board of Directors of L.N. CURTIS & SONS Corporation that the following are authorized to submit for the Corporation bids, proposals, quotations, offers, contracts, contract addendums, contract amendments, and contract extensions for sales of goods by the Corporation and the signature of any one of the below named persons will be binding upon the Corporation:

Paul Curtis <i>President</i>	Timothy Henderson <i>Senior Vice President</i>	Roger Curtis <i>Vice President; Secretary</i>	Jeffrey Curtis <i>Vice President</i>
John Viboch <i>Treasurer</i>	Nick Lloyd <i>Executive Director of Fire Sales; Director of U.S. Government Sales</i>	David Clough <i>Intermountain & Southwest Sales Manager</i>	John Cefalu <i>Northwest Sales Manager</i>
Nick Lawrence <i>Director of Special Programs</i>	Kevin Krause <i>General Manager – Curtis Blue Line</i>	Doug Hussey <i>Director of Technical Services</i>	Erik Anderson <i>Pacific North & Pacific South Sales Manager</i>
Steve Adams <i>Project Manager, Special Programs</i>	Jason Richards <i>Intermountain Regional Manager – Curtis Blue Line</i>	Amalia Tafuna <i>Technical Services Customer Service & Operations Manager</i>	Paul (P.J.) Kurpinsky <i>Pacific North Sales Manager</i>
David Lindley <i>Project Manager – Curtis Force Protection</i>	Brandon Clough <i>Intermountain Operations & Customer Service Manager</i>	Angela Mackey <i>Northwest Operations & Customer Service Manager</i>	Ken Lee <i>Industrial Sales Manager</i>
Scott Henderson <i>Project Manager – Curtis Force Protection</i>	Alex Rodriguez <i>Southwest Operations & Customer Service Manager</i>	Richard Amble <i>Store Manager – Curtis Blue Line</i>	Matt Foust <i>Customer Service Manager</i>
Andrew Henderson <i>Project Manager, Special Programs</i>	Tom Burtch <i>Store Manager – Curtis Blue Line</i>	Aaron Clough <i>Store Manager – Curtis Blue Line</i>	Joe Clark <i>Customer Service Representative</i>
Eric Ramm <i>Store Manager – Curtis Blue Line</i>		Erin Brooks <i>Customer Service Specialist – Curtis Blue Line</i>	
Rikilynn McLenithan <i>Store Manager – Curtis Blue Line</i>		Mason Goold <i>Store Manager – Curtis Blue Line</i>	


Certified true and correct:


Paul Curtis, President


Jeffrey Curtis, Vice President

I certify that the above Resolution No. 20-2 is in full force and effect and has not been rescinded or modified.


Roger Curtis, Secretary


(date)



Attachment A

ATTACHMENT A

PRICING AND PRODUCT INFORMATION FORM

RFP NAME: **PERSONAL PROTECTION EQUIPMENT (PPE)**

RFP NO: **5332-20**

The purpose of this Request for Proposals is to invite sealed Proposals to supply the City of Spokane Fire Department with Personal Protective Equipment and related required equipment.

Unit prices are to include all costs and expenses including freight, travel, etc. to be charged for performing the services necessary to accomplish the objectives of the contract. Quantity discount should be considered and our minimum order shall be **Two Hundred (200)** coats and pants. Once we have completed the process we will take your pricing with options to complete the final score. Your pricing should be based on the minimum requirements and with standard features for each type of ensemble provided. PLEASE PROVIDE PRICING FOR **ALL** OPTIONS AVAILABLE AND REQUESTED AS WE DON'T KNOW WHICH OPTIONS THE FIRE DEPARTMENT WILL END UP FINDING MOST FAVORABLE. Pants and Coats shall be listed separately.

LINE ITEM	QUANTITY	DESCRIPTION	MODEL #	UNIT PRICE	TOTAL
1	200	Globe Turnout Coat as requested	12257F	\$1,522.00	\$304,400
2	200	Globe Turnout Pant as requested	G2257F	\$1,198.00	\$239,600
3					
4					
5					
6					
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17					
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20					
21					
22					
23					
		SUBTOTAL:			\$544,000
		WA SALES TAX (8.9 %)			\$48,416
		GRAND TOTAL:			\$592,416

OPTIONS – Vendor shall list all available options possible. This shall be SFD cost not list cost.

(If more room needed attach documents after this page)

LINE ITEM	DESCRIPTION	MODEL #	UNIT PRICE
1	Item 17 Opt 1 Caldura SL2 Thermal Liner	#57	\$0
2	Item 17 Opt 2 Titanium SL2 Thermal Liner	#45	\$0
3	Item 25 Throat Strap Option on coat	1922T325	\$37.00
4	Item 36 pocket reinforced with Arashield	ARA-PKT	\$17.00
5	Item 37 Option was cancelled during question phase		
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38			

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163



Northwest Division
6507 South 208th Street
Kent, WA. 98032
www.LNCURTIS.com
Quotation No. 169583

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
Spokane City Fire Department 44 W Riverside Ave Spokane WA 99201-0114	Spokane City Fire Department 44 W Riverside Ave Spokane WA 99201-0114	169583	10/23/2020	03/31/2022
		SALESPERSON	CUSTOMER SERVICE REP	
		Adam Sitton asitton@lncurtis.com 509-531-4944	Heather Dodge hdodge@lncurtis.com 206-596-7910	
REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
RFP 5332-20	Thea Prince	C33339	Net 30	FR
F.O.B.	SHIP VIA	DELIVERY REQ. BY		
DEST	Standard Shipping			

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

Ph: 206-622-2875
 TF: 800-426-6633
 Fax: 253-236-2997
nwsales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Northwest Division
 6507 South 208th Street
 Kent, WA. 98032
www.LNCURTIS.com
 Quotation No. 169583

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	200	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	<p>As follows:</p> <p>12257F Outer shell - Kombat Flex Black Thermal liner - Caldura Elite SL2i Moisture barrier - Crosstech 3-layer Trim - NFPA Basic 3" Comfort Trim L/Y 3" L/Y Scotchlite lettering on upper back of coat to read: Line 1 ARCHED - SPOKANE Line 2 STRAIGHT - FD Bottom of coat to have hanging removable letter patch 3" L/Y Scotchlite lettering with FF Name Coat Closure: Zipper in with Velcro out Full 2" Bellows side pockets with Kevlar 60/40 pocket divider in Right pocket. Pockets to be bartacked on all corners Full Velcro on the Expansion pocket and flap Dragonhide reinforcement on Cuffs Grey Nomex wrists Radio pocket on Left Chest w/dual antenna notch in flap Self Mic tab on storm flap Universal Clip for flashlight with glove strap below on Right Chest Velcro Loop 3" long on inside of storm flap for passport storage</p>	\$1,522.00	\$304,400.00
2	200	PR	GPS GLOBE CUSTOM	<p>As below:</p> <p>G2257F Outer shell - Kombat Flex Black Thermal liner - Caldura Elite SL2i Moisture barrier - Crosstech 3-layer Trim - 3" Around the Cuff Comfort Trim L/Y Standard Hook and Loop Fly Full Belt w/Wide Belt Loops per requested specifications 2x10x10 pockets full expansion- both sides Bartack all pocket corners Full velcro on pocket and pocket flap Kevlar Twill lined full pouch Ara Shield reinforcement on outside of pocket Ara Shield reinforced cuffs and knees Silizone padded knees between thermal layer and moisture barrier Black H Back suspenders</p>	\$1,198.00	\$239,600.00

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
DUNS#: 00-922-4163



Northwest Division
6507 South 208th Street
Kent, WA. 98032
www.LNCURTIS.com
Quotation No. 169583

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 03/31/2022. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$544,000.00
Tax Total	\$48,416.00
Transportation	\$0.00
Total	\$592,416.00

[View Terms of Sale and Return Policy](#)

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

04/19/2021

Date Rec'd

4/7/2021

Clerk's File #

OPR 2021-0252

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19762

Agenda Item Name

5100-LEASE OF 3 F150S

Agenda Wording

The Engineering Department would like to lease 3 F150s for \$520.65 a month. The leases are from Enterprise Fleet Management, Spokane, WA using Sourcewell Contract #060618-EFM. The leases are for 36 months, for a total of \$56,230.20.

Summary (Background)

The residual value at the end of the 36 month term is \$14,519.12. The Ford F150s will be new purchases. There are three staff members that recently retired that elected to use their personal vehicles for City duties. These vehicles will replace those. Electric or hybrid units are not available in this model. We recommend approval for the lease of three F150s for the Engineering Department. Funding for this is included in the Engineering Department budget.

Lease? YES

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 18,743.40

037030210940005641399999

Select \$

#

Select \$

#

Select \$

#

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

PAINE, DAVID

Study Session\Other

3/29/21

Division Director

WALLACE, TONYA

Council Sponsor

Lori Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

COTE, BRANDY

Additional Approvals**Purchasing**

PRINCE, THEA

**ACCOUNTING -
LEASE**

BAIRD, CHRISTI

Briefing Paper

Urban Experience Committee

Division & Department:	Finance, Fleet Services
Subject:	Lease of 3 F150s
Date:	March 29, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: The Engineering Department would like to lease three Ford F150s for \$520.65 a month. The leases are from Enterprise Fleet Management, Spokane, WA using Sourcwell Contract #060618-EFM. The leases are for 36 months, for a total of \$18,743.40. The residual value at the end of the 36 month term is \$14,519.12.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Ford F150s will be new purchases. There are three staff members that recently retired that elected to use their personal vehicles for City duties. These vehicles will replace those. Electric or hybrid units are not available in this model. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the lease of three F150s for the Engineering Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Engineering Department budget. 	
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:	

Prepared For: CITY OF SPOKANE
Paine, David

Date 01/29/2021
AE/AM J6H/CRB

Unit #

Year 2021 **Make** Ford **Model** F-150

Series XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB

Vehicle Order Type Ordered **Term** 36 **State** WA **Customer#** 578823

\$ 27,897.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>WA</u>
\$ 175.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 979.98 *	Tax on Incentive (Taxable Incentive Total : \$10,652.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black/Medium Dark Slate w/Cloth 40/20/4
Lic. Plate Type	Exempt
GVWR	0

\$ 28,247.00	Total Capitalized Amount (Delivered Price)
\$ 381.33	Depreciation Reserve @ <u>1.3500%</u>
\$ 95.46	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 476.79	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 43.86 Sales Tax 9.2000%

State WA

\$ 520.65 Total Monthly Rental Including Additional Services

\$ 14,519.12 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(³Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE CITY OF SPOKANE

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00

VEHICLE INFORMATION:

2021 Ford F-150 XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB - US

Series ID: X1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$34,815	\$36,455.00
Total Options	\$2,039.00	\$2,240.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$38,549.00	\$40,390.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: CS-(0 I) Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53A	Trailer Tow Package	\$888.00	\$975.00
53B	Class IV Trailer Hitch Receiver	Included	Included
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
85A_	XL Power Equipment Group (Fleet)	\$609.00	\$670.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
99B	Engine: 3.3L V6 PFDI	Included	Included
C	Cloth 40/20/40 Front Seat	Included	Included
CS_01	(0 I) Black/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,480 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 OWL A/T	Included	Included
SYNC	SYNC 4	Included	Included
X26	3.73 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



Agenda Sheet for City Council Meeting of:
04/19/2021

Date Rec'd	4/7/2021
Clerk's File #	OPR 2021-0253
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	BT

Submitting Dept	POLICE
Contact Name/Phone	SHAWNA ERNST 625-4106
Contact E-Mail	SERNST@SPOKANEPOLICE.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0680 REPLACEMENT OF COMMISSIONED STAFF COMPUTERS

Agenda Wording

Approval of purchase contract with Dell to acquire 385 ruggedized laptops, 250 in-car docks, and 119 desktop docks to be used by commissioned officers.

Summary (Background)

Patrol officers are currently using Panasonic CF-31s which are no longer being produced. Detectives are using a mix of equipment including business laptops and desktops. By the end of the year, over 300 of these computers will be out of warranty. This purchase will outfit all commissioned officers with Dell 5420s. Purchase will be made using Dell NASPO Cooperative Purchasing Contract #108/05815-003.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 936,218.75	# 5902-79115-21250-53521-99999
Expense	\$ 256,576.14	# 5310-73100-18880-53502-99999
Select	\$	#
Select	\$	#

Budget Account

Approvals

Dept Head	MEIDL, CRAIG
Division Director	MEIDL, CRAIG
Finance	SCHMITT, KEVIN
Legal	ODLE, MARI
For the Mayor	COTE, BRANDY

Council Notifications

Study Session\Other	PSCHC 03/29/2021
Council Sponsor	CM Kinnear

Distribution List

spdfinance@spokanecity.org

Additional Approvals

Purchasing		

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Safety, Police Department
Subject:	Replacement of Police Commissioned Computers
Date:	
Author (email & phone):	Shawna Ernst sernst@spokanepolice.org 625-4106
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of purchase contract with Dell to acquire 385 ruggedized laptops, 250 in-car docks, and 119 desktop docks to be used by commissioned officers.
<p><u>Background/History:</u> Patrol officers are currently using Panasonic CF-31s which are no longer being produced. Detectives are using a mix of equipment including business laptops and desktops. By the end of the year, over 300 of these computers will be out of warranty.</p> <p>This purchase will outfit all commissioned officers with Dell 5420s. This will provide us with several key benefits:</p> <ul style="list-style-type: none"> By moving to an all-laptop approach, SPD IT staff will be able to reduce time spent in updating officer equipment due to promotions/transfers By moving to an all-laptop approach, SPD will have increased flexibility if a need arises to ask Detectives to work from home or from the field (in case of another pandemic) All officers will have a computer that is under warranty through mid-2026 Dell 5420s have improved security, enabling us to implement two-factor authentication which is required by the FBI and is a goal of City IT's Security team Dell 5420s have improved performance and will support modern software platforms Dell 5420s have a thinner build, which improves ergonomics and reduces strain on wrists Dell 5420s are significantly less expensive than other models 	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Estimated total w/ sales tax of \$1,192,794.93 Approximately \$1 million funded with SPD SIP Loan Capital funds from 2019/2020 Remaining \$200,000 funded with IT Desktop Replacement Funds Purchase will be made using the Dell NASPO Cooperative Purchasing contract #108/05815-003 	
<p><u>Budget Impact:</u></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>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

The CFO, CITO, and SPD staff have been meeting to discuss the need to fund laptop replacements again in 2026 when this purchase goes out of warrant. We will continue to work on a plan and will present at a later time.

Operations Impact:

Consistent with current operations/policy?

☐ X Yes

☐ No

Requires change in current operations/policy?

☐ Yes

☒ X No

Specify changes required:

Known challenges/barriers:



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000080539306.1
Total **\$1,192,794.93**
Customer # 47488252
Quoted On Mar. 09, 2021
Expires by Apr. 08, 2021
Deal ID 20345009

Sales Rep Charles Anglin
Phone (800) 456-3355, 6180469
Email Charles_Anglin@Dell.com
Billing To ACCOUNTS PAYABLE
SPOKANE POLICE DEPT
1100 W MALLON AVE
SPOKANE, WA 99260-2043

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5420 Rugged	\$2,233.00	385	\$859,705.00
VEHICLE DOCK; ADVANCED ELECTRONICS; NO PASS-THROUGH RF; DC POWER SUPPLY WITH 36	\$835.00	250	\$208,750.00
Dell Thunderbolt Dock- WD19TBS	\$225.69	119	\$26,857.11
Subtotal:			\$1,095,312.11
Shipping:			\$0.00
Estimated Tax:			\$97,482.82
Total:			\$1,192,794.93

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

		Quantity	Subtotal
Dell Latitude 5420 Rugged	\$2,233.00	385	\$859,705.00
Estimated delivery if purchased today:			
Apr. 14, 2021			
Contract # C000000010849			
Customer Agreement # NASPO MNWNC-108/05815-003			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	385	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	379-BDHD	-	385	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	385	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	385	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	385	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	385	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	385	-
Intel vPro Technology Advanced Management Features	631-ABWJ	-	385	-
32GB, 2x16GB, 2400MHz DDR4 Non-ECC	370-AEVD	-	385	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BBUB	-	385	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	385	-
Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	346-BEVD	-	385	-
RFID Module Label	389-DOOP	-	385	-
RFID Module Label	389-DOQY	-	385	-
Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ	-	385	-
SYSTEM RATING LABEL	389-DOPP	-	385	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	385	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE	-	385	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	385	-
WLAN Bracket	575-BBYW	-	385	-
Qualcomm Snapdragon X20 (DW5821e) Vr2	556-BBZJ	-	385	-
WWAN Bracket	575-BBYX	-	385	-
3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Primary Battery	451-BCOQ	-	385	-
90 Watt AC Adapter	492-BCNQ	-	385	-
No Anti-Virus Software	650-AAAM	-	385	-
OS-Windows Media Not Included	620-AALW	-	385	-
E5 US Power Cord	537-BBBD	-	385	-
Quick Referene Guide	340-CHGB	-	385	-
Factory Installed Rigid handle tied sku	540-BCIH	-	385	-
3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Secondary Battery	451-BCOR	-	385	-
SERI Guide (English/Spanish)	340-AGIN	-	385	-

Regulatory Label included	389-BEYY	-	385	-
TPM Enabled	340-AJPV	-	385	-
System Driver, Dell Latitude 5420	640-BBRG	-	385	-
Dell Developed Recovery Environment	658-BCUV	-	385	-
Shuttle SHIP Material	328-BCXL	-	385	-
Directship Info Mod	340-CKTD	-	385	-
No Option Included	340-ACQQ	-	385	-
No Resource USB Media	430-XXYG	-	385	-
ENERGY STAR Qualified	387-BBNJ	-	385	-
BTO Standard shipment Air	800-BBGF	-	385	-
No Additional IO Ports	590-TEYC	-	385	-
No Option Included	340-ACQQ	-	385	-
RGB Camera	319-BBFN	-	385	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	808-6796	-	385	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	385	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	385	-
ProSupport Plus: Accidental Damage Service, 5 Years	808-6826	-	385	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	808-6827	-	385	-
ProSupport Plus: 7X24 Technical Support, 5 Years	808-6845	-	385	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	385	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	385	-
Basic Deployment for Client, Configuration Services	366-0493	-	385	-
ProDeploy Client Suite Imaging Services, Configuration Services	366-0496	-	385	-
Basic Deployment for Client Basic Information, Configuration Services	380-6311	-	385	-
ProDeploy Client Suite Imaging Services, Information, Configuration Services	380-6314	-	385	-
Basic Deployment Dell Client PC	810-1356	-	385	-

Quantity

Subtotal

VEHICLE DOCK; ADVANCED ELECTRONICS; NO PASS-THROUGH RF; DC POWER SUPPLY WITH 36

\$835.00

250

\$208,750.00

Estimated delivery if purchased today:

Apr. 26, 2021

Contract # C000000010849

Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
VEHICLE DOCK; ADVANCED ELECTRONICS; NO PASS-THROUGH RF; DC POWER SUPPLY WITH 36	A8818424	-	250	-

Quantity

Subtotal

Dell Thunderbolt Dock- WD19TBS

\$225.69

119

\$26,857.11

Estimated delivery if purchased today:

Mar. 18, 2021

Contract # C000000010849

Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Advanced Exchange Service, 3 Years	824-3984	-	119	-
Dell Limited Hardware Warranty	824-3993	-	119	-

Subtotal:	\$1,095,312.11
Shipping:	\$0.00
Estimated Tax:	\$97,482.82
<hr/>	
Total:	\$1,192,794.93

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/6/2020

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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	CONTACT NAME: Mark Warren	
	PHONE (A/C, No, Ext): 1-844-990-2378	FAX (A/C, No):
	EMAIL ADDRESS: CertificateRequestsCanada@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B:	
INSURED Systems & Software, Inc., A DIVISION OF N. HARRIS COMPUTER CORPORATION 10 E Allen St Ste 201, Winooski, VT 05404	NAIC # 20281	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 20/21-1037****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						TENANTS LEGAL LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7176-4342	09/27/2020	09/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> YES <input type="checkbox"/> NO					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, AND US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDERCITY OF SPOKANE
808 W. SPOKANE FALLS BLVD., 7TH FLOOR
SPOKANE, WA 99201-3344**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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

04/19/2021

<u>Date Rec'd</u>	4/8/2021
<u>Clerk's File #</u>	OPR 2019-0888
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VB 301096

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	MICHELLE LOUCKS 625-4055
<u>Contact E-Mail</u>	DLOUCKS@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 POLICE JUMPSUITS VALUE BLANKET RENEWAL

Agenda Wording

Seeking approval to renew Police Jumpsuit VB301096 for 2021. Estimate \$150,000 per year, which includes alterations and tax.

Summary (Background)

Jumpsuits are an essential piece of equipment for police officers. The estimated yearly Value Blanket amount is \$150,000 which includes alterations and tax.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ \$150,000		# 0680-11410-21250-53202-99999
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session\Other</u>	PSCHC 12/07/2020
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Council Sponsor</u>	CM KINNEAR
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	spdfinance@spokanepolice.org	
<u>For the Mayor</u>	COTE, BRANDY		
<u>Additional Approvals</u>			
<u>Purchasing</u>	WAHL, CONNIE		

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Safety, Police Department
Subject:	Renew Police Jumpsuits Value Blanket
Date:	12/07/2020
Author (email & phone):	Michelle Loucks, dloucks@spokanepolice.org 625-4055
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Jennifer Hammond
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to renewal VB301096 for 2020 and 2021 Police Jumpsuit orders. Estimate \$150,000 per year, which includes alterations and tax.
Background/History: On February 28, 2019, IFRP #776-19 was sent out to multiple firms for Police Jumpsuits. Gall's LLC won the bid to provide jumpsuits to the department for a year with an option to purchase from the company for another four years. Approval of 2020 and 2021 will be the second and third renewals.	
Executive Summary: <div style="margin-left: 20px;"> <u>Impact</u> <ul style="list-style-type: none"> Renewal of jumpsuit VB will provide police officers with essential duty gear. </div> <div style="margin-left: 20px;"> <u>Action</u> <ul style="list-style-type: none"> Recommend approval of renewal of value blanket for the purchase of jumpsuits. </div> <div style="margin-left: 20px;"> <u>Funding</u> <ul style="list-style-type: none"> Funding for this contract is in the police department's budget. </div>	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Agenda Sheet for City Council Meeting of:
04/19/2021

Date Rec'd	4/7/2021
Clerk's File #	OPR 2021-0254
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MAJ. MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 INCREASE VALUE BLANKET FOR DEPARTMENT HANDGUNS

Agenda Wording

Approval to add additional funds to VB 300935 for the procurement of department issued handguns.

Summary (Background)

In 2017, SPD submitted RFQ #740-17 for the annual supply and trade-in of handguns. Gunarama was the low bidder and awarded an annual value blanket not to exceed \$49,000 annually; documented under VB 300935. Value blanket is currently in year 4 of a 5 year contract. This amendment will increase the allowable annual amount to \$64,000/year.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 64,000	# Various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session\Other</u> PSCHC 03/29/2021
<u>Division Director</u>	LUNDGREN, JUSTIN	<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	spdfinance@spokanepolice.org
<u>For the Mayor</u>	COTE, BRANDY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Increase Value Blanket for department handguns
Date:	03/29/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Chief Craig Meidl
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to add additional funds to VB 300935 for the procurement of department issued handguns.
Background/History: In 2017, SPD submitted RFQ #740-17 for the annual supply and trade-in of handguns. Gunarama was the low bidder and awarded an annual value blanket not to exceed \$49,000 annually; documented under VB 300935. Value blanket is currently in year 4 of a 5 year contract.	
Executive Summary: <ul style="list-style-type: none"> SPD has exhausted the annual approved amount and seeks to add additional spending capacity in the event more purchases are needed. Request approval to add an additional \$15,000/per year to the value blanket for the remainder of the contract. There was an increase in gun purchases this year due to new hires, weapon replacements, and new technology relating to optic sights. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

04/19/2021

Date Rec'd	4/8/2021
Clerk's File #	OPR 2019-0364
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	CORIN MORSE 625-6855	Project #	
Contact E-Mail	CMORSE@SPOKANECITY.ORG	Bid #	RFP 4480-18
Agenda Item Type	Contract Item	Requisition #	CR22511
Agenda Item Name	5300 SYSTEMS AND SOFTWARE - UIS		

Agenda Wording

The Utility Information System (UIS) Project was approved in May 2019 in order to replace the aging, homegrown, over-customized application, CStar, with enQuesta6. Contract Amendment is for \$152,648.06 w/ tax, to begin April 19, 2021 - Dec 1, 2021.

Summary (Background)

For the last year, the COVID-19 pandemic and response measures have directly impacted our ability to meet key deadlines and complete critical tasks within expected timeframes. Our project plan included regular in-person visits by critical vendor resources to reach milestones in a timely manner. All vendor collaboration had to proceed virtually, which slowed progress. Delayed training opportunities for multiple staff in PW Division also has resulted from these challenges.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ 152,648.06		# 4250-30210-38141-54201-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u> 03/22/21 PIES
<u>Division Director</u>	FINCH, ERIC	<u>Council Sponsor</u> Council President Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	COTE, BRANDY	Contract Accounting - aduffey@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		Dana Lendorf-McCarthy - Dana.Lendorf-



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Annual utility billings total about \$200 million a year and are critically important to the City's utility operations, which provide clean drinking water, wastewater treatment, stormwater management, and solid waste management. The budget approved for this project was about \$3.3 million. A project extension was approved October 19, 2020, with a related cost of about \$320,000. As a result of the continued impacts of the global pandemic, an additional schedule adjustment and a new go-live date of September 2021 is proposed at a cost of about \$153,000. The total project cost would be about \$3.8 million.

Summary (Background)

Training class size reductions have been needed to meet physical distancing requirements, and have limited our ability to use the "train the trainer" approach designed to bring employees up to speed, lengthening the time needed to complete training for staff. Results were compromised by a lack of equipment needed to effectively learn, and work in a virtual environment. These combined challenges have led to a need for additional time to complete this important project successfully. The software provider recognizes the no-fault nature of COVID impacts to the project and has worked to provide us with discounts for portions of the project extension. The total additional cost for this extension is \$152,648, or 4.6% of the total project budget.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Innovation and Technology Services & Public Works
Subject:	UIS Project – Billing System Conversion – Contract Extension
Date:	March 22, 2021
Author (email & phone):	Brandon Meiers, bmeiers@spokanecity.org, 625-6410 Corin Morse, cmorse@spokanecity.org, 625-6855
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee, Finance & Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – UIS Project Contract Extension Utilizing Budget Account #4250-30210-38141-54201-99999
Strategic Initiative:	Sustainable Resources
Deadline:	June 30, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Full implementation of the UIS system September 2021

Background/History:

The Utility Information System (UIS) Project was approved in May 2019 in order to replace the aging, homegrown, over-customized application, CStar, with Systems & Software's enQuesta6. Annual utility billings total about \$200 million a year and are critically important to the City's utility operations, which provide clean drinking water, wastewater treatment, stormwater management, and solid waste management. The budget approved for this project was about \$3.3 million. A project extension was approved October 19, 2020, with a related cost of about \$320,000. As a result of the continued impacts of the global pandemic, an additional schedule adjustment and a new go-live date of September 2021 is proposed at a cost of about \$153,000. The total project cost would be about \$3.8 million.

Executive Summary:

For the last year, the COVID-19 pandemic and response measures have directly impacted our ability to meet key deadlines and complete critical tasks within expected timeframes. Our project plan included regular in-person visits by critical vendor resources to reach milestones in a timely manner. All vendor collaboration had to proceed virtually, which slowed progress.

Delayed training opportunities for multiple staff in PW Division also has resulted from these challenges. Training class size reductions have been needed to meet physical distancing requirements, and have limited our ability to use the "train the trainer" approach designed to bring employees up to speed, lengthening the time needed to complete training for staff. Results were compromised by a lack of equipment needed to effectively learn, and work in a virtual environment.

These combined challenges have led to a need for additional time to complete this important project successfully. The software provider recognizes the no-fault nature of COVID impacts to the project and has worked to provide us with discounts for portions of the project extension. The total additional cost for this extension is \$152,648, or 4.6% of the total project budget.

The following is a breakdown of the project extension cost.

September 2021 Go Live - Project Close December 2021	Gross	Discount	Cost
Additional Project Management - 5 months @ \$18,025	\$90,125.00	\$4,506.25	\$85,618.75
Additional Project SMEs - 5 months @ \$54,687.50	\$273,437.50	\$41,015.63	\$232,421.87
1 Additional Conversion	\$7,000.00	\$0.00	\$7,000.00
1 Optional Conversion	\$7,000.00	\$7,000.00	\$0.00
Subtotal	\$377,562.50	\$52,521.88	\$325,040.62
Use of remaining travel budget			(\$172,392.56)
Total			\$152,648.06

We are committed to delivering this critical project in this revised timeline. We have evaluated our staff time commitments and needs to help ensure our success.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: **UTILITY INFORMATION SYSTEM,
SUPPORT AND MAINTENANCE**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.**, whose address is 10 East Allen Street, Suite 201, Winooski, Vermont 05404 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide a Utility Information System and Support and Maintenance for the City; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 23, 2019 and June 4, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment/Extension shall become effective on April 19, 2021 and shall end on December 1, 2021.

3. ADDITIONAL WORK.

The scope of work in the original contract is hereby amended to include the additional work referenced in the attached Project Change Order.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY TWO THOUSAND SIX HUNDRED FORTY EIGHT AND 06/100 DOLLARS (\$152,648.06)** for everything furnished and done under this Contract Amendment / Extension. 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.

SYSTEMS & SOFTWARE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Amendment:
Project Change Order

21-058



City of Spokane
CIS Implementation Project
Project Change Order



Project Name:	CIS enQuesta v6.0 Implementation	Change Order:	CO-06
Requestor:	Brandon Meiers	Date Requested:	01/19/2021
Project Manager:	Jeryl-ann Butler	Priority:	High
Date Created:	01/21/2021	Revision Date:	3/8/2021

Description of Work Required

Title: Project Extension 2021

Summary of Business Requirements & Reason for Proposed Change (Include Assumptions)

COVID-19 restrictions and the related impact on Spokane resources caused certain critical path tasks to be postponed while others required additional time to complete.

Proposed Resolution and Recommendation

The current schedule, status of active tasks, historical resource constraints and remaining project tasks have been evaluated to determine what adjustments are necessary to mitigate current risks and ensure a successful transition to the new Utility Information System.

Add the following activities to the project:

- Integration Test Phase 2 (IT2) for testing the interfaces not yet approved or delivered and their related enQuesta functions (4 weeks)
- Conversion 3a to provide current data for IT2 and confirm outstanding conversion issues have been addressed (2 weeks)
- Integration Test Case creation Phase 2 to prepare for IT2 (2 weeks)
- pre-Mock Go Live conversion if additional conversion issues remain after Conversion 3a (n/a)
- Functional Training for Spokane End User Trainers to ensure all trainers have thorough knowledge of the enQuesta processes in their functional area (2 weeks)

Make these additional adjustments to the schedule

- Adjust the due dates of current active tasks to reflect realistic completion dates (10 weeks)
- Extend End User Training from 4 – 5 weeks (1 week)
- Eliminate overlap of project tasks where potential resource constraints exist (4 weeks)

Assumptions

- The current Project Management (Jeryl Butler) and Core Team resources (Linda Darling, Matt Bellew, Dale Hadley, and Cello Souza) will remain in place through the remaining activities and timeline.
- The SME's will participate at the equivalent effort of 1 Full Time, 3 Part Time.
- The City of Spokane has validated that the proposed schedule is achievable for the committed project resources.
- The City of Spokane and S&S will monitor tasks statuses weekly and make any necessary adjustments to meet the scheduled completion dates below.

Del. #	Deliverable	Responsible Party	Due Date	
22a	Business Requirements Document (Functional Specifications for Modifications, Interfaces and Portals Phase 2)	S&S	3/26/2021	
33	Completed enQuesta Administrator Training	S&S	3/22/2021	
34	Integration Test Schedule – Phase 1	City	1/29/2021	
34a	Integration Test Schedule - Phase 2	City	3/26/2021	
35	Completed Integration Test Materials – Phase 1	City	1/22/2021	
35a	Completed Integration Test Materials - Phase 2	City	4/2/2021	
40	S&S system Interface source and executable code (Completed Code for each Interface Object - S&S Side of Interface) – Phase 1	S&S	10/2/2020	
40a	S&S system Interface source and executable code (Completed Code for each Interface Object - S&S Side of Interface) – Phase 2	S&S	4/9/2021	
41	City system Interface source and executable code (Completed Code for each Interface Object - City Side of Interface) - Phase 1	City	10/2/2020	
41a	City system Interface source and executable code (Completed Code for each Phase 2 Interface Object - City Side of Interface) – Phase 2	City	4/9/2021	
42	The Solution Modified Objects and executable code (Completed Code for each Modified Object) – Phase 1	S&S	1/20/2021	
42a	The Solution Modified Objects and executable code (Completed Code for each Phase 2 Modified Object – Phase 2	S&S	4/9/2021	
43	Completed Code for each Modified Report Object (S&S Developed Reports)	S&S	4/30/2021	
45	Approved User Training Matrix	City	4/14/2021	
46	Updated Security Profile Log	City	4/9/2021	
48	Integration Test Execution – Phase 1	Co-Responsible	3/5/2021	
48a	Integration Test Execution - Phase 2	Co-Responsible	5/21/2021	
49	Mock Go-live cutover Schedule	S&S	5/26/2021	
50	UAT Schedule	City	5/26/2021	
51	Mock Go-live Conversion Executed	S&S w/ City Support	6/24/2021	
52	UAT Execution	City w/ S&S Support	7/23/2021	
53	Completed Train-the-Trainer Training –Delivery	S&S	6/9/2021	
53a	Completed Train-the-Trainer Functional Training	Co-Responsible	6/4/2021	
54	Execute Performance Test Plan	Co-Responsible	6/4/2021	
55	Completed Project Close document	Co-Responsible	8/3/2021	

56	S&S Total Solution Go Live	City	9/7/2021	
57	Post Go-live Support	Co-Responsible	12/1/2021	

Impact to Project Scope, Schedule, Costs, Deliverables and Identify Risks

Impact to Project Scope:

- Additional Services for project extension and conversion

Impact to Project Schedule:

- Addition of 5 months to the Project Schedule

Impact to Project Costs:

- Professional Services for 5 month extension

Impact on existing Deliverables and list any new Deliverables:

- Upon signing of this change order, Deliverables 40 and 41 will be considered complete
- Deliverables due dates will shift relative to the new timeline.
- 8 new Deliverables have been added (22a, 34a, 35a, 40a, 41a, 42a, 48a, 53a)
- Some existing Deliverables have been marked as Phase 1 or Phase 2 relating to the addition of a second Integration Testing phase.

The following risk have been mitigated with this change order:

- Previously delinquent tasks have been rescheduled and made current.
- Interface development and testing has been broken into 2 phases to accommodate completion of the more complex requirements, design and development.
- The over-lapping of tasks has been eliminated reducing resource constraints.

Detailed Costing	Gross	Discount	Costs
Additional Project Management - 5 months @ \$18,025	\$ 90,125.00	(\$ 4,506.25)	\$ 85,618.75
Additional Project SMEs - 5 months @ \$54,687.5	\$ 273,437.50	(\$ 41,015.63)	\$ 232,421.87
1 Additional Conversion	\$ 7,000.00		\$ 7,000.00
1 Optional Conversion	\$ 7,000.00	(\$ 7,000.00)	\$ 0.00
SUBTOTAL (agrees to Milestones below)			\$ 325,040.62
Removal of Remaining Travel Budget			(\$172,392.56)
TOTAL			\$ 152,648.06

MS #	Deliverable Name	Acceptance Criteria	Milestone Amount
MS-40	PM and SME Services-Mth1	Due on Signing	\$ 65,008.62
MS-41	PM and SME Services-Mth2	Due on May 15, 2021	\$ 65,008.00
MS-42	PM and SME Services-Mth3	Due on Jun 15, 2021	\$ 65,008.00
MS-43	PM and SME Services-Mth4	Due on Jul 15, 2021	\$ 65,008.00
MS-44	PM and SME Services-Mth5	Due on Aug 15, 2021	\$ 65,008.00

Terms and Conditions:

1. The change order rate identified in Section 3.1.3 – Change Order Rates within Schedule A of the Software Implementation Services Agreement is (\$175.00/hour) will apply to this Change Order.
2. This Change Order has been submitted, assessed and approved by the Project Management Team and the Executive Sponsors. Signed Approval of this document indicates it will be executed as described.
3. Year 1 Maintenance & Support, if applicable, will be prorated from signing date to the Spokane Support renewal date.

Signed: _____
Spokane Executive Sponsor: Scott Simmons

Date: _____

Signed: _____
Spokane Project Manager: Brandon Meiers

Date: _____

Signed: _____
S&S Executive Sponsor: Dana Lendorf-McCarthy

Date: _____

Signed: _____
S&S Project Manager: Jeryl-ann Butler

Date: _____

**License Information:**[New search](#) [Back to results](#)**Entity name:** SYSTEMS & SOFTWARE, INC.**Business name:** SYSTEMS & SOFTWARE, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 604-404-683**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 10 EAST ALLEN STREET
WINOOSKI VT 05404**Mailing address:** 10 EAST ALLEN STREET
WINOOSKI VT 05404**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Mar-31-2022	May-02-2019



Governing people**Title**

BENDER, JEFF

RICHARDSON, TODD

Registered Trade Names**Registered trade names****Status****First issued**

SYSTEMS AND SOFTWARE INCORPORATION Active

Jul-03-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/5/2021 8:44:45 AM

Contact us[How are we doing?](#)**[Take our survey!](#)**[Don't see what you expected?](#)**[Check if your browser is supported](#)**

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

04/19/2021

Date Rec'd

4/7/2021

Clerk's File #

OPR 2019-0293

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 CARAHSOFT 2021 SALESFORCE LICENSES

Cross Ref #**Project #****Bid #**

RFP 4481-18

Requisition #

CR22512

Agenda Wording

Contract with Carahsoft Technology Corp. for the Salesforce CRM licenses in support of MySpokane's 311 Incapsulate CRM system. This is a 1yr contract; May 1, 2021 - April 30, 2022. Contract amount is \$115,870.58 including tax.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including MySpokane-311, Utility Billing, Mayor's Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City's Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 115,870.58

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other

3/29/21 Public Safety

Division Director

FINCH, ERIC

Council Sponsor

CM Kate Burke

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

COTE, BRANDY

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Beth Drake - Beth.Drake@Carahsoft.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

2020 contracted amount was \$114,025.68 including tax. The difference from 2020 to 2021 is the addition of one new Salesforce license.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Customer Relationship Management (CRM)
Date:	March 29, 2021
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	CM Kate Burke
Executive Sponsor:	Eric Finch and Carly Cortright
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	My Spokane – CRM Utilizing Budget Account 5300-73300-18850-54820
Strategic Initiative:	Sustainable Resources
Deadline:	April 30, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Continuation for Salesforce Licenses Ongoing annual maintenance and support of the City's CRM system.
Background/History: <p>The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City's Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019. 2020 contracted amount was \$114,025.68 including tax. The difference from 2020 to 2021 is the addition of one new Salesforce license.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract with Carahsoft for Salesforce licenses & ongoing annual maintenance and support. Requesting \$115,870.58 including tax for the renewal of this contract. Term is May 1, 2021 through April 30, 2022 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT RENEWAL

**Title: PURCHASE AND CONTRACT FOR ANNUAL
SUPPORT OF SALESFORCE CRM LICENSES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CARAHSOFT TECHNOLOGY CORPORATION** whose address is 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Purchase and Contract for Annual Support of Salesforce CRM Licenses for the City; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated April 26, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on May 1, 2021 and end on April 30, 2022.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SEVENTY AND 58/100 (\$115,870.58)**, including tax, in accordance with Company's Quote dated February 18, 2021, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

CARAHSOFT TECHNOLOGY CORP.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Certificate of Debarment
Exhibit B – Carahsoft Technology Corp. Quote

M21-062

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

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

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

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

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

EXHIBIT B



CARATEC-01

JHUTCHINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2021

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 Russell Insurance Group, Inc. 2526 W Liberty Rd Westminster, MD 21157	CONTACT NAME: Jordyn Hutchins	
	PHONE (A/C, No, Ext): (410) 875-5617 5812	FAX (A/C, No):
	E-MAIL ADDRESS: jphutchins@riginsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Casualty Insurance Company	
INSURED Carahsoft Technology Corporation 11493 Sunset Hills Road St 100 Reston, VA 20190	INSURER B: Sentinel Insurance Company Ltd	11000
	INSURER C: Lloyds of London	85202
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		30SBABU9482	4/19/2020	4/19/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY			30UECAT1510	4/19/2020	4/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> Comp \$100	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> Coll \$500					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		30SBABU9482	4/19/2020	4/19/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
C	Professional Liab.			MPL203759619	8/27/2020	8/27/2021	Occur/Agg 10,000,000
C	Cyber (comb. w/ E&O)			MPL203759619	8/27/2020	8/27/2021	Occur/Agg 10,000,000

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

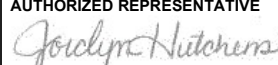
Crime Policy 30TP032740918 - \$5,000,000 Policy Limit (Insurer A)

(Effective 02/06/2021-02/06/2022)

The City of Spokane is listed as additional insured as respects to the General Liability as required by written contract, ATIMA.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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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

BUSINESS LIABILITY COVERAGE FORM

(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 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 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 "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 in 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 contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from "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 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 i
 - (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 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 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 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 antitrust 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 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 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 trustee 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 partner 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), 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 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 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 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 perm
- (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 Expense 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 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 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 corpora
- (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 into a "suit" asking for damages from a 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 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 Lessor 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 the 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 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.

BUSINESS LIABILITY COVERAGE FORM

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 Contractor 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 an 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 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 "tempora 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 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 Limit 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 a 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 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 organization or disparages a person's 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 oth 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.

Washington State Department of Revenue

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

CARAHSOFT CORPORATION

License Information:

[New search](#)[Back to results](#)**Entity name:** CARAHSOFT TECHNOLOGY CORPORATION**Business name:** CARAHSOFT CORPORATION**Entity type:** [Profit Corporation](#)**UBI #:** 603-056-551**Business ID:** 001**Location ID:** 0002**Location:** Active**Location address:** 113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129**Mailing address:** 11493 SUNSET HILLS RD
STE 100
RESTON VA 20190-5230**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business				Active	Oct-31-2020	Jun-26-2018

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

Governing people	Title
ABOD, CRAIG P	
LORD, ELLEN	
MOORE, ROBERT	
SZCZEPANEK, JILLIAN	

Registered Trade Names

Registered trade names	Status	First issued
CARAHSOFT CORPORATION	Active	May-14-2018

The Business Lookup information is updated nightly. Search date and time: 10/23/2019 7:15:45 AM

Working together to fund Washington's future

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

04/19/2021

Date Rec'd

4/7/2021

Clerk's File #

OPR 2021-0256

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

MARGARET HINSON 509-867-8539

Project #**Contact E-Mail**

MHINSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 - TREASURY RENT ASSISTANCE PROGRAM (T-RAP) GRANT ACCEPTANCE

Agenda Wording

CHHS is requesting permission to accept \$9,261,862 in T-RAP funds from the WA State Dept. of Commerce. These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness.

Summary (Background)

On February 25, 2021 Commerce invited eligible agencies to apply for approximately \$520 million in funds for the new Treasury Rent Assistance Program (T-RAP). Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). The funds are retroactively available to March 1, 2020 with a contract end date of September 30, 2022. An SBO will be submitted to create budget capacity for these funds.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 9,261,862.00

1760-95597-99999-33321-99999

Expense \$ 9,261,862.00

1760-95597-510XX-5XXXX-99999

Select \$

#

Select \$

#

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

LEWIS, DAVID G.

Study Session\Other

PS & CH 3/1/2021

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Council Sponsor

CP Beggs

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Briefing Paper

Urban Development Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Treasury Rent Assistance Program (T-RAP) Grant Acceptance
Date:	4/12/2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	Council Member Stratton
Executive Sponsor:	Cupid Alexander
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The grant has a retroactive start date of March 1, 2021 and the grant expires on September 30, 2022.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$9,261,862 in T-RAP funds from the WA State Dept. of Commerce (Commerce). These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness and SBO will be submitted to create budget capacity.
Background/History: On February 25, 2021 Commerce invited eligible agencies to apply for approximately \$520 million in funds for the new Treasury Rent Assistance Program (T-RAP). Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). The funds are retroactively available to March 1, 2020 with a contract end date of September 30, 2022.	
Executive Summary: The T-RAP Grant is part of Washington State’s response to the COVID-19 disaster, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability. Households must meet the three federally required initial screening criteria: <ul style="list-style-type: none"> • Income at or below 80% of Area Median Income (AMI). • Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household’s ability to pay the costs of the rental property when due. • At risk of experiencing homelessness or housing instability. The following households must be prioritized: <ul style="list-style-type: none"> • Income at or below 50% AMI. • Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date. The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:	

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults age 18-25.
- Ten percent of financial assistance must be utility assistance.

Commerce is requiring grantees to subcontract with By and For Organizations to meet the equity requirements, is encouraging grantees to subcontract with Youth & Young Adult providers to meet the young adult requirement, and is requiring grantees to commit to coordination with their local Dispute Resolution Center.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No
 Annual/Reoccurring expenditure? ☐ Yes ☒ No
 If new, specify funding source: U.S. Treasury Department
 Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
 Requires change in current operations/policy? ☐ Yes ☒ No
 Specify changes required: None.
 Known challenges/barriers: None.



Interagency Agreement with

Spokane City of - Human Svcs

through

Community Services and Housing Division
Housing Assistance Unit

Treasury Rent Assistance Program (T-RAP)

Start date: March 1, 2021

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Attachment A, Scope of Work

Attachment B, Budget

Attachment C, Treasury Rent Assistance Program Contract Terms

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FACE SHEET

Grant Number: 21-4616C-133

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Treasury Rent Assistance Program**

1. Grantee Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Grantee Doing Business As (optional)	
3. Grantee Representative Margaret Hinson Covid Program Manager 509.867.8539 mhinson@spokanecity.org		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Kathryn Dodge Grant Manager 360-764-9682 Kathryn.dodge@commerce.wa.gov </div> <div> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div> </div>	
5. Grant Amount \$9,261,862.00	6. Funding Source Federal: X State: Other: N/A:	7. Start Date March 1, 2021	8. End Date December 31, 2021
9. Federal Funds (as applicable) \$9,261,862.00		Federal Agency: US Dept. of the Treasury CFDA Number: 21.023 Indirect Rate (if applicable):	
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0003387-03	12. UBI # 328013877	13. DUNS # N/A
14. Grant Purpose The Treasury Rent Assistance Program Grant is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Treasury Rent Assistance Program Contract Terms – Attachment "D" Department of Commerce Treasury Rent Assistance Program Guidelines.			
FOR GRANTEE <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Printed Name, title <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Signature <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Date		FOR COMMERCE <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Diane Klontz, Assistant Director Community Services and Housing Division <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Date <p style="text-align: center;">APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/21/2020. APPROVAL ON FILE.</p>	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501").

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

- a. The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

When requesting reimbursement for expenditures made, Grantee shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grant is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

6. SUBGRANTEE DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Agreement performed by subgrantees and the portion of funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

7. INSURANCE

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

8. AUDIT

Grantee shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of Grants or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Grantee expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or 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;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

**SPECIAL TERMS AND CONDITIONS
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FEDERAL FUNDS**

Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.

The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant 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.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such grantee shall attach an explanation to this Grant.

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

10. COMPLIANCE WITH ATTACHMENT "C", TREASURY RENT ASSISTANCE CONTRACT TERMS

Grantee must comply with Attachment "C", Treasury Rent Assistance Program Contract Terms. Should any inconsistency in terms exist, the inconsistency shall be resolved by referring to Special Terms and Conditions, Section 11—Order of Precedence.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

Applicable federal and state of Washington statutes and regulations

Attachment C, Treasury Rent Assistance Program Contract Terms

Special Terms and Conditions

General Terms and Conditions

Attachment D, Department of Commerce Treasury Rent Assistance Program Guidelines

Attachment A – Scope of Work

Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subgrantees" mean subgrantee(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

**GENERAL TERMS AND CONDITIONS
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FEDERAL FUNDS**

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A.** Stop work under the Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

**GENERAL TERMS AND CONDITIONS
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- C.** Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D.** Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F.** Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G.** Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Treasury Rent Assistance Program (T-RAP) Grant is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- ✓ Income at or below 80% of Area Median Income (AMI).
- ✓ Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- ✓ At risk of experiencing homelessness or currently experiencing housing instability.

In addition to following the eligibility criteria, the following households must be prioritized:

- ✓ Income at or below 50% Area Median Income (AMI).
- ✓ Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Performance Measurement

Grantees must ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds.*

Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk and must first consult with their Commerce T-RAP Grant Coordinator before implementation.

By and For Subgrants

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Partner with Dispute Resolution Centers

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

Budget

Commerce will monitor spending regularly to help ensure grantees are on track to spend out at least 65 percent of their award by September 30, 2021.

Beginning on September 30, 2021, the Department of Treasury will determine which grantees have obligated at least 65 percent of their award and reallocate the unobligated funds. The amount of any such reallocation shall be determined based on demonstrated need within a grantee's jurisdiction.

In August, Commerce will plan reallocations to meet the federal spending deadline. Grantees that do not meet the invoice deadlines will be subject to grant budget reductions and funds will be reallocated.

March 1, 2021 – December 31, 2021

Budget Category	
Administration and Operations	\$1,175,981
Rent and Utilities	\$7,643,920
By & For Sub contract	\$441,961
Total	\$9,261,862

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: [<i>Recipient to provide</i>]	DUNS Number: [<i>Recipient to provide</i>] Taxpayer Identification Number: [<i>Recipient to provide</i>]
--	---

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Authorized Representative:

Title: [*To be signed by chief executive officer if recipient is a local government.*]

Date signed:

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

- d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

04/19/2021

Date Rec'd

4/7/2021

Clerk's File #

CPR 1981-0271

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO CIVIL SERVICE COMMISSION

Agenda Wording

Appoint Nicole Palmerton to a four-year term on the Civil Service Commission to begin on May 1, 2021 and expire on April 30, 2025.

Summary (Background)

Appoint Nicole Palmerton to a four-year term on the Civil Service Commission to begin on May 1, 2021 and expire on April 30, 2025.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

COTE, BRANDY

kpearson@spokanecity.org

Additional Approvals**Purchasing**

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

04/19/2021

Date Rec'd

4/7/2021

Clerk's File #

CPR 2004-0017

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 REAPPOINTMENT TO HOTEL ADVISORY COMMISSION

Agenda Wording

Reappointment of Dan Zimmerer to a three-year term on the Hotel Advisory Commission, also known as the Spokane Hotel and Motel Commission, to serve from 1/01/2021 through 12/31/2023

Summary (Background)

Reappointment of Dan Zimmerer to a three-year term on the Hotel Advisory Commission, also known as the Hotel and Motel Commission, to serve from 1/01/2021 through 12/31/2023

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

For the Mayor

COTE, BRANDY

mdodroe@visitspokane.com

Additional Approvals**Purchasing**

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

04/19/2021

Date Rec'd

4/7/2021

Clerk's File #

ORD C36038

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

MIKE MCNAB 835-4514

Project #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #

SBO

Agenda Item Name

1620 - SBO FOR AWARDED WASPC GRANT FUNDS

Agenda Wording

Adjustment to budget to reflect additional awarded grant funds along with related costs. Funds were accepted and approved under OPR 2021-0025.

Summary (Background)

SPD was previously awarded and accepted grant funding from the Washington Association of Sheriffs and Police Chiefs(WASPC) to be used for the investigation of backlogged sexual assault kits. Due to the workload, an additional \$44,515 in funding was requested for reimbursement of overtime costs and subsequently awarded by WASPC; bringing total grant award to \$90,133.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 44,515

1620-91787-21250-51215-99999

Revenue \$ 44,515

1620-91787-99999-33469-99999

Select \$

#

Select \$

#

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

HAMMOND, JENNIFER

Study Session\OtherPSCHC Meeting
03/29/2021**Division Director**

HAMMOND, JENNIFER

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

mmcnab@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

spdfinance@spokanecity.org

Additional Approvals**Purchasing****GRANTS,
CONTRACTS &
PURCHASING**

STOPHER, SALLY

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

ORDINANCE NO. C36038

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 Public Safety & Judicial Grant 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 Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

FROM:	1620-91787	PS Grant Fund-WASPC SAK3 Grant	
	99999-33469	Other State Agencies	<u>\$ 44,515</u>
TO:	1620-91787	PS Grant Fund – WASPC SAK3 Grant	
	21250-51215	Uniform Overtime	<u>\$ 44,515</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the acceptance of additional grant funding and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____.

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	SBO for Sexual Assault Kit grant amendment
Date:	03/29/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Public Safety Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to adjust budget to reflect additional grant award along with corresponding costs.
Background/History: SPD was previously awarded and accepted grant funding from the Washington Association of Sheriffs and Police Chiefs(WASPC) to be used for the investigation of backlogged sexual assault kits. Due to the workload, an additional \$44,515 in funding was requested for reimbursement of overtime costs and subsequently awarded by WASPC.	
Executive Summary: <ul style="list-style-type: none"> Additional grant award of \$44,515 was accepted and approved under OPR 2021-0025 SBO needed to adjust budget so that it accurately reflects total grant revenue/expenditures of \$90,133 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

04/19/2021

Date Rec'd

4/8/2021

Clerk's File #

RES 2021-0032

Renews #**Submitting Dept**

FIRE

Cross Ref #**Contact Name/Phone**

JAY ATWOOD X7005

Project #**Contact E-Mail**

JATWOOD@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #

CR22497

Agenda Item Name

1970 - INFOR SOLE SOURCE RESOLUTION OF CAD SOFTWARE

Agenda Wording

Declare Infor Public Sector Inc. as a Sole Source Vendor to license, use and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software. This resolution will for five years.

Summary (Background)

Infor has been providing ongoing maintenance of the Fire Department CAD systems since 2003. They're the copyright owner for this software system and are the only vendor that is able to provide ongoing maintenance.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 73,384.39

1630-35210-28200-54820-99999

Expense \$ 8,126.55

1970-35142-22100-54820-99999

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session\Other

PSHC 3/29/21

Division Director

SCHAEFFER, BRIAN

Council Sponsor

CM Kinnear, CP Beggs

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Fire Accounting (fireaccounting@spokanecity.org)

For the Mayor

COTE, BRANDY

Jay Atwood (jatwood@spokanecity.org)

Additional Approvals

Dusty Patrick (dpattick@spokanecity.org)

Purchasing

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire/Dispatch
Subject:	Sole Source Declaration with Infor Public Sector for their CAD (Computer Aided Dispatch) system.
Date:	03/1/2021
Contact (email & phone):	Jay Atwood x7005 jatwood@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
Strategic Initiative:	
Deadline:	04/30/21
Outcome: (deliverables, delivery duties, milestones to meet)	Approval by 04/30/21
Background/History: <p>In 2003, the Spokane Fire Department purchased the CAD system from Infor and they've been providing the annual maintenance of this system ever since. This is to declare Infor as the sole source provider of this annual maintenance service as they're the sole provider of the CAD system.</p>	
Budget Impact: <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact: <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:</p>	

RESOLUTION 2021-0032

A RESOLUTION declaring Infor Public Sector, Inc. a sole source provider of Infor Cad Maintenance/Licensing at the Spokane City Fire Department and authorizing a contract with Infor Public Sector for Infor Cad Maintenance/Licensing for a five (5) year term.

WHEREAS, the Spokane City Fire Department is currently using a proprietary computer aided dispatch software solution; and

WHEREAS, maintenance/licensing/interfacing/support for this solution is not available from any other vendor since this software solution is proprietary and is owned by the vendor; and

WHEREAS, Infor sells directly to the customer; and

WHEREAS, If the City of Spokane Fire Department's CAD system fails, incident response will be hindered which may result in citizen injury or death.

WHEREAS, the cost of contracting with Infor Public Sector for Infor Cad Maintenance/Licensing exceeds the 2021 public bid limit of \$50,000.00 for the purchase of services; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Infor Public Sector, Inc. sole provider of Infor Cad Maintenance/Licensing; and

BE IT FURTHER RESOLVED that the City Council authorizes the contract with Infor Public Sector Inc. for Infor Cad Maintenance/Licensing for \$81,511.24 annually plus applicable tax for a five (5) year period.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

AMENDMENT DOCUMENT 103-S030301
ATTACHMENT A-21

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between Infor Public Sector, Inc. ("Infor") and **Spokane Fire Department** ("Customer") shall be amended as follows:

1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for a term of one (1) year only, commencing May 1, 2021 and terminating April 30, 2022. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-21 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

DocuSigned by:
A blue ink signature of a representative from the Spokane Fire Department.

Accepted by:
Spokane Fire Department:

Authorized Signature

Print Name/Title

Date

Accepted by
Infor Public Sector, Inc.:

DocuSigned by:
A blue ink signature of Lindsay Pritchard.
42200CEA774648C...

Authorized Signature

Lindsay Pritchard, Associate General Counsel
Print Name/Title

Date



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
www.infor.com

March 18, 2021

Spokane Fire Department
Attn: Kyle Haugen, Accounting Clerk
44 West Riverside
Spokane, WA 99201

Dear Mr. Haugen,

Infor has received your request for a justification to single source the support and maintenance of the Infor-owned software products that you have licensed from Infor.

Infor is the copyright owner for these software products, and as such, Infor is the only vendor that has the unrestricted ability to access and modify such Infor-owned software products in order to provide bug fixes, updates and upgrades to you as part of support and maintenance.

Please don't hesitate to contact Shawwna Wagner, the Sr. Subscription Services Manager for your account, at Shawwna.wagner@infor.com or 470-481-5238, if you have additional questions on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Lindsay Pritchard".

Lindsay Pritchard
Associate General Counsel



Invoice	Invoice Date	Due Date
P - 6543-US06A	02/25/2021	04/30/2021

Invoice

Bill to: Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: Dusty Patrick

Deliver To: Spokane Fire Department
44 West Riverside
Spokane, WA 99201
USA
Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
103			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	3,649.87
Paging Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	4,257.15
Encoder Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	4,297.72
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	5,109.52
DF/AD Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	3,243.97
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	12,651.24
Locution Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	1,607.02
FireHouse Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	1,102.86
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2021	04/30/2022	9,177.76
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2021	04/30/2022	7,342.20
Standard PCR Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	1,902.10
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2021	04/30/2022	4,269.88
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	5,339.01
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2021	04/30/2022	3,436.92
eDispatch Mobile Client	Spokane	PROD	1	40	05/01/2021	04/30/2022	7,462.40



Invoice	Invoice Date	Due Date
P - 6543-US06A	02/25/2021	04/30/2021

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
TAX(Type RE - WA)							6,661.62

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
Phone: +14704815238
Email: Shawwna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc.
4213 Solutions Center
Chicago, IL 60677-4002
USA
Cash.Applications@infor.com
EFT: Wells Fargo Bank
ABA #: 121000248
Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
74,849.62	6,661.62	81,511.24

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 81,511.24

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



< Business Lookup

License Information:

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

Entity name: INFOR PUBLIC SECTOR, INC.

Business name: INFOR PUBLIC SECTOR, INC.

Entity type: Profit Corporation

UBI #: 602-085-270

Business ID: 001

Location ID: 0002

Location: Active

Location address: 13560 MORRIS RD STE 4100
ALPHARETTA GA 30004-8995

Mailing address: 13560 MORRIS RD STE 4100
ALPHARETTA GA 30004-8995

Excise tax and reseller permit status:


[Click here](#)

Secretary of State status:

Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Bellingham General Business	033040			Active		Nov-15-2005
Kirkland General Business - Non-Resident	OBL28029			Active	Mar-31-2027	Feb-04-2019
Spokane General Business - Non-Resident				Active	Mar-31-2027	Feb-14-2014

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

Governing people	Title
GIANGIORDANO, GREGORY	
GOODWIN, ELISABETH J.	
PRITCHARD, LINDSAY	

View Additional Locations



The Business Lookup information is updated nightly. Search date and time:
3/31/2021 8:59:01 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2021

11/18/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED 1484750 IGS HOLDING LP AND ITS SUBSIDIARIES 13560 MORRIS ROAD, SUITE 4100 ALPHARETTA GA 30004	NAIC # 24147	

COVERAGES

CERTIFICATE NUMBER: 17149470

REVISION NUMBER: XXXXXXXX

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:	N	N	MWZY 31581220	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	MWTB 31581120	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 31430620	12/1/2020	12/1/2021	<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
A	CRIME LIABILITY	N	N	MWML 31589920	11/30/2020	12/1/2021	PER OCCURANCE 1,000,000 AGGREGATE 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

17149470
 City of Spokane
 Spokane Fire Department
 44 West Riverside
 Spokane WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

04/12/2021

Date Rec'd

3/31/2021

Clerk's File #

ORD C36033

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

MARLENE FEIST 6505

Project #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

5200 - PUBLIC WORKS - EXTENSION OF U-HELP REQUIREMENT FLEXIBILITY

Agenda Wording

Approval of an extension to the ordinance that provides necessary flexibility for customers to access U Help support for utility bills.

Summary (Background)

The need for utility bill assistance is ongoing as the pandemic continues. The number of customer accounts that are delinquent is growing. In the last year, the number of accounts delinquent for 90 days or more has grown by about 3,500. And more customers are behind by multiple months. In January 2021, 4,679 accounts were delinquent for 90 days or more, compared to around 1,100 in January 2020. Clearly, more households are struggling to keep up with their monthly bills.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

FEIST, MARLENE

Study Session\Other

PIES 3/22/21

Division Director

FEIST, MARLENE

Council SponsorBreean Beggs and
Michael Cathcart**Finance**

ALBIN-MOORE, ANGELA

Distribution List**Legal**

SCHOEDEL, ELIZABETH

mfeist@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

cmorse@spokanecity.org

Additional Approvals

eschoedel@spokanecity.org

Purchasing

sstopher@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	Extension of U-Help requirement flexibility
Date:	3/5/2021
Author (email & phone):	Marlene Feist, mfeist@spokanecity.org , (509) 625-6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	COVID Emergency Declaration
Strategic Initiative:	COVID emergency support
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of an extension to the ordinance that provides necessary flexibility for customers to access U Help support for utility bills.

Background/History:
 The need for utility bill assistance is ongoing as the pandemic continues. The number of customer accounts that are delinquent is growing. In the last year, the number of accounts delinquent for 90 days or more has grown by about 3,500. And more customers are behind by multiple months. In January 2021, 4,679 accounts were delinquent for 90 days or more, compared to around 1,100 in January 2020. Clearly, more households are struggling to keep up with their monthly bills.

Executive Summary:
 At the beginning of the COVID-19 emergency, City Council approved an ordinance that waived specific requirements in the SMC to access U-Help utility bill assistance to allow more people to receive help. This ordinance extends the flexibility for access to U-Help support until December 31, 2021. (The flexibility is scheduled to expire on March 31, 2021.)

The U-Help program provides low-income households with emergency financial assistance to help pay for their City utility bills, which include charges for water, wastewater, stormwater and garbage collection.

SNAP has been managing the process to qualify customers for U-Help assistance consistent with their requirements for Project Share energy bill assistance. They have agreed to continue to manage this assistance for the same time period.

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

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

ORDINANCE NO. C36033

An ordinance relating to program participation criteria for the U-Help utility bill payment assistance program and partnership for response to the COVID-19 pandemic; enacting a new section 13.09.100 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, on March 16, 2020, Mayor Nadine Woodward issued a Declaration of Civil Emergency or Disaster due to the COVID-19 pandemic. This declaration was ratified as amended by the Spokane City Council on March 16, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee issued a proclamation declaring a State of Emergency in all counties of the state of Washington in response to new cases of COVID-19 and has subsequently amended his proclamations to require all non-essential persons remain in their homes; and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits the use of public resources for the “support of the poor or infirm”; and

WHEREAS, chapters 35.92 and 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” provided by municipal utilities; and

WHEREAS, the City of Spokane operates a water system and a sewerage and solid waste disposal system pursuant to state law and its charter; and

WHEREAS, nearly seventeen percent of Spokane households reported an income below the poverty line at the time of the 2010 Census, and the City recognizes that any utility rate increase has a profound impact on these low-income customers; and

WHEREAS, as the work to slow the spread of COVID-19 continues, the City’s households and businesses may be facing financial hardships, and widespread temporary closures of businesses and schools are already taking a toll; and

WHEREAS, the City of Spokane operates a U-Help utility assistance program pursuant to chapter 13.09 of the Spokane Municipal Code to provide financial assistance to qualified low-income customers who face utility shut off; and

WHEREAS, the U-Help Program establishes eligibility qualifications such as specific income requirements, receipt of a final notice of utility account delinquency, and a limit of one U-Help assistance per 12-month period; and

WHEREAS, the City of Spokane wishes to make some changes to the program to allow more customers to get assistance to mitigate the economic effects of the COVID-19 pandemic, such as by allowing assistance before a customer has received a final notice of account delinquency, and by allowing multiple opportunities for customers to get help if they need it; and

WHEREAS, the City of Spokane and Spokane Neighborhood Action Programs (“SNAP”) have a new partnership designed to increase direct financial support for those who need it most, by leveraging existing financial programs to assist eligible low-income customers: Project Share for energy bills and U-Help for the City utility bills.

NOW, THEREFORE, THE CITY OF SPOKANE ORDAINS:

Section 1. That there is enacted a new section 13.09.100 of the Spokane Municipal Code to read as follows:

Section 13.09.100 Temporary Suspension of Some Qualification Criteria during COVID-19 Pandemic Response.

From the effective date of this section until September 30, 2020, applicants shall not be required to satisfy the criteria listed in SMC 13.09.030(C) or (D), to allow for greater flexibility in awarding assistance during the COVID-19 pandemic.

Section 2. Emergency Ordinance. That an urgency and emergency condition exists in the City of Spokane which poses a danger to the health, welfare and safety of the people of Spokane and which necessitates that this ordinance be, under Section 19 (a) of the City Charter, effective immediately upon passage by the affirmative vote of one more than a majority of the City Council.

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: 04/12/2021

<u>Date Rec'd</u>	3/31/2021
<u>Clerk's File #</u>	ORD C36035
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS 6714
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - GREENHOUSE GAS EMISSIONS REDUCTION GOALS UPDATE

Agenda Wording

An ordinance aligning the greenhouse gas (GHG) reduction goals of the City of Spokane with State targets; and amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code.

Summary (Background)

In 2019, the State amended RCW 70A.45.020 updating the State's GHG reduction targets over a 30-year period. SMC 15.05.020 states that the City shall align GHG emission reduction goals with the State targets. This ordinance updates CoS targets to align with the new State targets.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> PIES - 3/22/21
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

PIES

Division & Department:	City Council
Subject:	GHG Targets
Date:	3/11/21
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code
Background/History: In 2019, the State amended RCW 70A.45.020 updating the State's GHG reduction targets over a 30-year period. SMC 15.05.020 states that the City shall align GHG emission reduction goals with the State targets. This ordinance updates COS targets to align with the new State targets.	
Executive Summary: An ordinance aligning the greenhouse gas (GHG) reduction goals of the City of Spokane with State targets; and amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code. Consistent with Washington State Law (RCW 70A.45.020), it is the goal of the City of Spokane to reduce anthropogenic GHG emissions created by activities within the boundaries of the City of Spokane from 2016 baseline levels to <ul style="list-style-type: none"> ▪ 1,159,838 metric tons CO2e or 45% below 2016 levels by 2030; ▪ 632,639 metric tons CO2e or 70% below 2016 levels by 2040; and ▪ 105,440 metric tons CO2e and net zero emissions by the year 2050 This ordinance also includes language updating reporting requirements and adding considerations on equity.	
Budget Impact: TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36035

An ordinance aligning the greenhouse gas (GHG) reduction goals of the City of Spokane with State targets; and amending sections 15.05.005, 15.05.020, and 15.05.060 of the Spokane Municipal Code.

WHEREAS, changes in Spokane's climate are already being felt; and

WHEREAS, the entire community will be impacted by climate change, but communities that already face existing socioeconomic and health inequities will be most severely impacted by these risks; and

WHEREAS, the extraction and combustion, and processing of fossil fuels are the leading sources of greenhouse gas emissions and major contributors to climate change and pollution; and

WHEREAS, for thousands of years, Indigenous peoples have called home what we now recognize as Spokane. We must respect this as native land, and in doing so act as responsible stewards; and

WHEREAS, the youth and young adults of the present day, as well as future generations, will be more significantly impacted by climate disruption than those currently in positions of power. We must recognize that these generations will inherit the effects of the harmful decisions of the past, have the greatest to lose from a lack of action in the present, and will spend their lives leading the transition to a truly green and sustainable economy; and

WHEREAS, local, regional, and global economies are transitioning to low-carbon energy sources, and businesses are leaders in providing energy efficiency and renewable energy technologies and services; and

WHEREAS, policymaking should be aligned with the highest quality peer-reviewed scientific information such as that available from the Intergovernmental Panel on Climate Change and the congressionally mandated National Climate Assessment; and

WHEREAS, scientists have found that climate change poses a critical threat to the health and economic stability of Washington State, including, but not limited to, longer and more intense wildfire seasons, diminished fish and wildlife habitat, changes in precipitation patterns that will affect agriculture and hydro-

electric energy generation, and increased disease vectors and invasive species; and

WHEREAS, in its 2018 Special Report, the Intergovernmental Panel on Climate Change concluded that, to avoid catastrophic climate change, the world must rapidly and urgently transition to a net zero emission economy with at least 45% reduction of carbon emissions from 2010 levels by 2045 and net zero emissions by 2050; and

WHEREAS, the clean energy sector is one of the fastest-growing job areas of the U.S. economy; and

WHEREAS, the economic opportunities presented by a clean energy transition far outweigh the opportunities in expanding the fossil fuel economy; and

WHEREAS, through the passage of SB 5116, Washington State has committed to net zero emission energy production by 2030 and 100% clean energy generation by 2045; and

WHEREAS, in 2020 Washington State amended RCW 70A.45.020 updating their GHG limits from the 1990 baseline as follows:

By 2030 reduce to 50 million metric tons of CO₂e or by 45%

By 2040 reduce to 27 million metric tons of CO₂e or by 70%

By 2050 reduce to 5 million metric tons or by 95% and achieve net zero emissions

WHEREAS, the City of Spokane is committed to aligning its greenhouse gas reduction goals with the latest scientific assessment of climate change and working to achieve net zero greenhouse gas emissions by 2050.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 15.05.005 of the Spokane Municipal Code is amended to read as follows:

Section 15.05.005 Definitions

- A. “Electric Vehicle Charging Station” means a public or private parking space that is served by charging equipment that has as its primary

purpose the transfer of electric energy to a battery or other energy storage device in an electric vehicle.

B. “Renewable Resources” means

1. hydroelectric energy;
2. wind;
3. solar energy;
4. geothermal energy;
5. landfill gas;
6. wave, ocean, or tidal power;
7. gas from sewage treatment facilities;
8. biodiesel fuel as defined in RCW 82.29A.135 that is not derived from crops raised on land cleared from old growth or first-growth forests where the clearing occurred after the effective date of this section; and
9. biomass energy based on animal waste or solid organic fuels from wood, forest, or field residues, or dedicated energy crops that do not include
 - a. wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome arsenic;
 - b. black liquor byproduct from paper production;
 - c. wood from old growth forests; or
 - d. municipal solid waste.

C. “Greenhouse Gas (GHG)” means those gaseous constituents of the atmosphere, both natural and anthropogenic, that absorb and emit radiation at specific wavelengths within the spectrum of thermal infrared radiation emitted by the Earth’s surface, the atmosphere, and clouds.

D. “Carbon Dioxide Equivalents” or “CO₂e” means a metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

E. “Net Zero Emissions” means achieving net zero GHG emissions with GHG removal through sequestration, offsets, net negative emission technologies, or other means.

Section 2. That section 15.05.020 of the Spokane Municipal Code is amended to read as follows:

Section 15.05.020 Greenhouse Gas Emissions Reduction Goals

- A. ~~((Pursuant to the City of Spokane's 2009 Greenhouse Gas Inventory, it))~~ Consistent with Washington State Law (RCW 70A.45.020), it is the goal of the City of Spokane to reduce anthropogenic GHG emissions created by activities within the boundaries of the City of Spokane from 2016 baseline levels ((by at least thirty percent (30%) below the 2005 baseline level by the year 2030.)) to
1,159,838 metric tons CO₂e or 45% below 2016 levels by 2030;
632,639 metric tons CO₂e or 70% below 2016 levels by 2040; and
105,440 metric tons CO₂e and net zero emissions by the year 2050
- B. It is the intent of the City Council to keep the City of Spokane's ~~((Greenhouse Gas Emissions Reduction Goals))~~ GHG emissions reduction goals aligned with the Washington State reduction goals and the highest quality scientific evidence such as that presented by the Intergovernmental Panel on Climate Change and the National Climate Assessment.
- C. ~~((The))~~ Consistent with SMC 15.05.060, the City shall calculate and publicly publish the GHG emissions created by activities from within the City of Spokane boundaries at least every three years and provide a detailed report examining progress toward achieving the City's GHG emission reduction goals to the City Council and the public.
- D. Consistent with SMC 04.36 and based on the recommendation of the Sustainability Action Subcommittee, at least every three years the Mayor and the City Council will review the latest scientific recommendations from the Intergovernmental Panel on Climate Change and the National Climate Assessment in order to determine whether to modify its GHG emission reduction goals to best align it with the latest scientific research.

Section 3. That section 15.05.060 of the Spokane Municipal Code is amended to read as follows:

Section 15.05.060 Climate Action Progress Reports

- A. The City shall provide a progress report on the 100% renewable energy and greenhouse gas emissions reduction goals every three years and a comprehensive report that includes reductions to date and the status of

reaching the established targets every ~~((five))~~ three years.

B. If the City of Spokane is not reaching the 100% renewable energy or greenhouse gas emissions reduction goals, the City shall conduct an analysis of strategies and actions to get the City on track to meet the adopted climate goals. These strategies and actions shall be evaluated to ensure they do not disproportionately burden low-income families, include community-wide investment, and are prioritizing equitable implementation.

C. The Sustainability Action Plan shall be updated to reflect the necessary actions to achieve the City's adopted climate goals with specific consideration for the most impacted populations.

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:
04/12/2021

Date Rec'd	3/31/2021
Clerk's File #	ORD C36036
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 6714
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - PROCUREMENT OF CLEAN FUEL VEHICLES

Agenda Wording

An ordinance relating to electric vehicle purchasing; repealing section 07.06.175; and enacting a new section 07.06.175A of the Spokane Municipal Code.

Summary (Background)

RCW 43.19.648 has mandated the use of vehicles run by electricity or biofuels in public fleets since 2007. A June, 2018, report from Coltura revealed that the City of Spokane was likely out of compliance with the law and currently has only one electric vehicle out of a total fleet of 1,086 vehicles. This ordinance intends to bring the City into compliance with state law by prioritizing the purchase of electric and biofuel vehicles throughout the fleet where practicable.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals		Council Notifications
Dept Head	ALLERS, HANNAHLEE	Study Session\Other PIES - 3/22/21
Division Director		Council Sponsor CP Beggs, CM Kinnear
Finance	WALLACE, TONYA	Distribution List
Legal	PICCOLO, MIKE	
For the Mayor	ORMSBY, MICHAEL	
Additional Approvals		
Purchasing		

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	City Council
Subject:	Electric Vehicles Ordinance
Date:	3/22/2021
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES, Sustainable Resources/Finance
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Sustainable Practices, Sustainability
Deadline:	Barring significant Council feedback, this ordinance will be filed for a vote after committee
Outcome: (deliverables, delivery duties, milestones to meet)	This ordinance would prioritize the purchase of electric vehicles to bring the City in line with current WA state law
Background/History: RCW 43.19.648 has mandated the use of vehicles run by electricity or biofuels in public fleets since 2007. A June, 2018, report from Coltura ¹ revealed that the City of Spokane was likely out of compliance with the law and currently has only one electric vehicle out of a total fleet of 1,086 vehicles. This ordinance intends to bring the City into compliance with state law by prioritizing the purchase of electric and biofuel vehicles throughout the fleet where practicable.	
Executive Summary: <ul style="list-style-type: none"> Under this ordinance, each replacement vehicle purchased by the City will be powered by electricity or biofuel to the extent determined practicable by the rules adopted by the Department of Commerce. Pursuant to WAC 194.29.030, the City Fleet Services Department shall, no later than December 31, 2021, provide the City Council's Public Infrastructure, Environment, and Sustainability Committee its plan for reaching the 100% clean fuel goal. Purchases of non-electric or biofuel vehicles should be deferred a minimum of two years to see if an electric or biofuel vehicle that meets those same needs comes on the market in that time. The City shall take the total life cycle cost of a vehicle into account when determining the economic feasibility of electric or biofuel vehicle purchases. 	
Budget Impact: TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Fiscal impacts are unknown due to the case-by-case nature of vehicle procurement.	

¹ "Recharge Required: A review of public fleets in Washington state on June 1, 2018, the effective date of public fleet electrification law," ("Coltura Report") *available at*: <https://static1.squarespace.com/static/5888d6bad2b857a30238e864/t/5b178e098a922d09f2110ab7/1528270398394/White+Paper> (last visited April 24, 2019).

Operations Impact:

Consistent with current operations/policy?

☐ Yes

☒ No

☐ N/A

Requires change in current operations/policy?

☒ Yes

☐ No

☐ N/A

Specify changes required: Prioritizes the purchase of electric and biofuel vehicles over traditional fuel sources.

Known challenges/barriers:

ORDINANCE NO. C36036

An ordinance relating to electric vehicle purchasing; repealing section 07.06.175; and enacting a new section 07.06.175A of the Spokane Municipal Code.

WHEREAS, since 2007, state law (RCW 43.19.648) has required that all vehicles owned by cities, counties and other local public entities in Washington State run solely on electricity or biofuel by June 1, 2018, “to the extent practicable”; and

WHEREAS, Department of Commerce rules provide that if the life cycle cost of an electric vehicle is lower than that of the vehicle that would have otherwise been purchased, the purchase of an electric vehicle is “practicable”; and

WHEREAS, a June, 2018, report from Coltura¹ revealed that the City of Spokane has only one electric vehicle out of a total fleet of 1,086 vehicles, including 205 passenger vehicles; and

WHEREAS, the Coltura Report notes: “Public fleet vehicles are typically replaced on roughly an 8 to 12-year cycle. As vehicles age, they require more maintenance, and the cost of maintaining them begins to exceed the cost of selling them and buying new ones. At the margins, the cost of keeping a 10-year-old vehicle and maintaining it vs. selling it and buying a new one is often minimal. . . . fleets should be strongly encouraged to avoid purchasing new gasoline-powered vehicles at this time (and locking in another 10 years of gasoline usage), and instead defer new purchases for 2-3 years until the electric version of the desired vehicle is available. In this manner, purchasing a gasoline vehicle and effectively locking in a 10-year commitment to purchase gasoline for it can be avoided”; and

WHEREAS, the City of Spokane Fleet Department, King County, Washington state, and the City of Seattle have found that electric vehicles are less expensive over their lifespan than comparable gasoline-powered vehicles; and

WHEREAS, the Spokane City Council passed Ordinance C-35668 (Aug. 20, 2018) (codified at chapter 04.36, SMC), over a Mayoral veto, which created a Sustainability Action Committee and set the goal that the City of Spokane would be powered by 100% clean energy by the year 2030; and

WHEREAS, 46% of our communitywide greenhouse gas emissions are attributed to the transportation sector and transitioning to zero emissions vehicles plays an important role in the City’s greenhouse gas reduction targets, and the City should lead by example; and

¹ “Recharge Required: A review of public fleets in Washington state on June 1, 2018, the effective date of public fleet electrification law,” (“Coltura Report”) *available at*: <https://static1.squarespace.com/static/5888d6bad2b857a30238e864/t/5b178e098a922d09f2110ab7/1528270398394/White+Paper> (last visited April 24, 2019).

WHEREAS, the joint City Council-Administration Strategic Plan makes plain the City's strong commitment "[t]o build an effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency" to "[r]edefine sustainability and advance as a core principle" and to "[d]evelop and implement human and financial management practices that are sustainable, transparent, efficient, and accountable;" and

WHEREAS, for some City vehicles, it is currently not practicable to substitute electric vehicles, and current City policy or practice does not require the replacement of vehicles where the City has established in writing with data that there is a practicable electric alternative on; and

WHEREAS, in 2020, the state of Washington passed legislation updating the states emissions standards (RCW 70A.30.020) to join thirteen other states in adopting California's zero emission vehicle program which will require auto dealers to increase the percentage of ZEVs on their lots; and,

WHEREAS, in 2021, major automakers like Ford and GM made substantial commitments to invest in the EV market to further broaden the availability of vehicles suitable for the needs of City fleets; and

WHEREAS, the City can reduce maintenance costs by purchasing multiple vehicles with a similar power source and electric vehicles are generally less expensive to maintain than fossil fuel powered vehicles over the useful life of the vehicle; and

WHEREAS, by committing to the purchase of electric fleet vehicles, the City will qualify for available funding for electric vehicle charging infrastructure including the recent award of millions of dollars by the Department of Commerce, greatly reducing the initial costs of adoption; and

WHEREAS, for all the foregoing reasons, and as provided in SMC 15.05.050, it is the intent and policy of the City of Spokane to build a uniform fleet of electric vehicles as practicable.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That section 07.06.175 of the Spokane Municipal Code is repealed in its entirety.

Section 2: That a new section 07.06.175A of the Spokane Municipal Code is enacted to read as follows:

Section 07.06.175A Procurement of Clean Fuel Vehicles

- A. Beginning on the effective date of this section, and pursuant to the rules adopted by the Department of Commerce at chapter 124-29 WAC and any subsequent applicable rules promulgated by Commerce concerning electric vehicle

procurement, each replacement vehicle purchased or leased by the City of Spokane will be one powered 100% by electricity or biofuel. The City's goal is to ensure that one hundred percent (100%) of the City owned or leased vessels, vehicles, and construction equipment shall be fueled by electricity or biofuel by 2030. Nothing in this section is intended to require the replacement of equipment before the end of its useful life. Compressed natural gas, liquefied natural gas, or propane may be substituted for electricity or biofuel if the Department of Commerce determines that electricity and biofuel are not reasonably available for those vehicles. Collectively, for purposes of this section, vehicles which are powered by electricity, biofuel, natural gas, liquefied natural gas, and propane are "clean fuel vehicles" until the State of Washington changes that designation.

- B. Pursuant to WAC 194.29.030, the City Fleet Services Department shall, no later than December 31, 2021, provide the City Council's Public Infrastructure, Environment, and Sustainability Committee its plan for reaching the 100% clean fuel goal established in the prior subsection. If the replacement of any particular City vehicle with a clean fuel vehicle is not practicable as determined by the City Council, the Director of Fleet Services shall notify the Department of Commerce of the City's decision to exempt such vehicles from the requirements of this section as part of the City's annual reporting under WAC 194-29-080 and provide a copy to the City Council.
- C. Pursuant to WAC 194.29.030, the City Fleet Services Department shall notify the City Council's Public Infrastructure, Environment, and Sustainability Committee in writing whenever it believes that the replacement of a city vehicle in need of replacement with an electric vehicle as required by RCW 43.325.080 is not practicable. Absent prior notification and approval by the Committee, requests for proposals and other procurement and leasing efforts to obtain replacement vehicles that are not electric shall not be processed except within the terms of an emergency declared by the Mayor and ratified by City Council in regards to the purchase of a specific vehicle.
- D. Beginning on the effective date of this section, and except as provided in subsections B and C above, new vehicle purchases for which no comparable replacement clean fuel vehicle is available shall be deferred for at least two (2) years but they may be leased with approval of City Council.
- E. When considering whether the purchase or a lease of a clean fuel vehicle is economically feasible or is more cost-effective than the purchase or lease of a non-clean fuel vehicle, the City shall take into account the total life cycle cost of each vehicle, including the cost of fuel and maintenance over the useful life of the vehicle. The cost of installing electric charging infrastructure shall not be considered as a cost related to procuring any specific vehicle. The longest life cycle of two vehicles being compared shall be the base lifetime for comparison purposes.

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: 04/19/2021

<u>Date Rec'd</u>	4/8/2021
<u>Clerk's File #</u>	ORD C36039
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY
<u>Contact Name/Phone</u>	TIM SZAMBELAN 6218
<u>Contact E-Mail</u>	TSZAMBELAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Agenda Wording

An ordinance granting EverGem a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public that is subject to certain conditions and duties as further provided.

Summary (Background)

EverGem's mission is to build fiber networks, with actual open access to all service providers, which will bring broadband choice and competition to underserved rural communities by being fair and innovative. EverGem provides solutions for government agencies to bring telecom continuity of operation planning systems. The term of the franchise agreement is 10 year period with a one-time five year renewal period.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u> 2/22/2021 PIES
<u>Division Director</u>		<u>Council Sponsor</u> C.P. Beggs, C.M. Cathcart
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	nickguy@evergem.com
<u>For the Mayor</u>	COTE, BRANDY	lmartinez@spokanecity.org
<u>Additional Approvals</u>		mfeist@spokanecity.org
<u>Purchasing</u>		tszambelan@spokanecity.org

EverGem LLC.
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C36039

An ordinance granting a non-exclusive franchise to use the public right-of-way to EverGem LLC to provide noncable telecommunications service to the public that is subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and EverGem LLC., as Grantee, hereafter also "Grantee". Grantee is a Washington Limited Liability Company whose home office is 109 South 1st Street, Roslyn, WA. 98941. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

EverGem LLC.

Attn: CFO

Re: City of Spokane WA Telecommunications (noncable) Franchise

109 South 1st Street

Roslyn, WA. 98941

With a copy to:

EverGem LLC.

Attn: General Counsel

Re: City of Spokane WA Telecommunications (noncable) Franchise

109 South First Street

PO Box 688

Roslyn, WA. 98941

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: the above address.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Clerk's Office

With a copy to:

City of Spokane

808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for one (1) additional five (5) year period. (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing

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TELECOMMUNICATIONS (NONCABLE) FRANCHISE

any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of

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1996 and RCW 35.99.050 as applicable. The City shall provide written explanations of the denial of access and allow Grantee to make corrections to accommodate the concerns where possible.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

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Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all

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claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control

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with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void. Use of Grantee's Facilities by third parties or attachment of third party owned Facilities shall not be a sublease under this Agreement. Parties acknowledge that this is the core business model of Grantee.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

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D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

PASSED by the City Council on _____, 2021

Council President

Attest:

Approved as to form:

City Clerk

Assistant Attorney

Mayor

Date

EFFECTIVE DATE

EverGem LLC.

TELECOMMUNICATIONS (NONCABLE) FRANCHISE

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. C36039, effective _____, 2021.

I, _____, am the _____ of EverGem LLC.
(as manager of EverGem LLC.) and am an authorized representative to accept the
above referenced City Franchise ordinance on behalf of EverGem LLC.

I certify that this Franchise and all terms and conditions thereof are accepted
without qualification or reservation.

DATED this _____ day of _____, 2021.

Witness: _____



Agenda Sheet for City Council Meeting of:

04/12/2021

Date Rec'd	3/31/2021
Clerk's File #	ORD C36034
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK 625-6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - SHORELINE MASTER PROGRAM PERIODIC REVIEW		

Agenda Wording

An Ordinance to amend sections 17A.020.040 and 17A.020.060 and various sections of Chapter 17E.060 to complete the Spokane Shoreline Master Program Periodic Review mandated by state regulation.

Summary (Background)

The Washington Shoreline Management Act requires periodic review of the Shoreline Master Program. Proposed amendments to Chapter 17E.060 ensure compliance with state regulations but do not change the ecological baseline, shoreline jurisdiction, or environment designations.

Lease? NO	Grant related? YES	Public Works? NO	
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral \$		#	
Select \$		#	
Select \$		#	
Select \$		#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session\Other</u>	The Urban Experience
<u>Division Director</u>	BECKER, KRIS	<u>Council Sponsor</u>	CM Lori Kinnear
<u>Finance</u>	DUFFEY, ANDREW	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	abeck@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	tblack@spokanecity.org	
<u>Additional Approvals</u>		lmeuler@spokanecity.org	
<u>Purchasing</u>		jrichman@spokanecity.org	
<u>GRANTS,</u>	STOPHER, SALLY	sbishop@spokanecity.org	
		publicworkaccounting@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The City received a \$33,000 grant from the Dept. of Ecology for the Periodic Review, and staff is scheduled to complete work this June. Review has been completed with Ecology, internal staff, neighboring jurisdictions, and partner agencies. The Plan Commission and Ecology held a joint public hearing on February 24, 2021.

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

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Business and Development — Planning Services
Subject:	Shoreline Master Program Periodic Review of SMC 17E.060
Date:	April 19, 2021
Author (email & phone):	Amanda Beck; abeck@spokanecity.org; 509-625-6414
City Council Sponsor:	CM Lori Kinnear
Executive Sponsor:	Louis Meuler, 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:	RCW 90.58, WAC 173-26, WAC 173-27, Shaping Spokane Comprehensive Plan Chapter 14, and City Council 2019 Strategic Plan.
Strategic Initiative:	Urban Experience - River Connection; Innovative Infrastructure - Resiliency; Safe and Healthy - Beautification.
Deadline:	June 30, 2021
Outcome:	Mandated periodic review of the Shoreline Master Program (SMP) Spokane Municipal Code 17E.060.

Background and History:

The Washington Shoreline Management Act (SMA) (RCW 90.58) requires periodic review of the Shoreline Master Program, which requires amending Chapter 17E.060, Shoreline Regulations.

- The SMA requires each SMP be reviewed on an eight-year schedule established by the Legislature.
- Spokane's shoreline jurisdiction includes Spokane River and Latah Creek; their associated wetlands and floodplains; and land within the 200-foot buffer zone of these waterbodies.
- The City received a \$33,000 grant from Ecology to complete this Periodic Review.
- **The City is scheduled to complete the grant work and text amendment by June 30, 2021.**

The Shoreline Master Program Periodic Review will achieve the following goals:

- Comply with Dept. of Ecology applicable laws and guidelines;
- Be consistent with the Comprehensive Plan and City development regulations;
- Respond to changed circumstances, new information, or improved data; and
- Allow appropriate use and enjoyment of shorelines while protecting shoreline ecosystems.

Executive Summary:

The Shoreline Master Program Periodic Review is state mandated and proposed amendments focus on compliance with state legislative changes. The proposed amendments have been through review with Ecology, internal staff, neighboring jurisdictions, and partner agencies. The Plan Commission held a public hearing on the item on February 24, 2021 and recommends approval of the amendments. This item was last at Urban Experience on February 8, 2021.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

Other budget impacts: Not applicable

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: City Council legislative action → Dept. of Ecology final approval.

Known challenges/barriers: None.

Background/History (cont.):

This Periodic Review will **not** re-evaluate the ecological baseline that was established as part of the last Shoreline Master Program update in 2011, nor will it change shoreline jurisdiction or environment designations, or result in changes to the Comprehensive Plan.

Planning Services utilized the Joint State-Local 30-day Public Comment Period and Joint Public Hearing permitted under WAC 173-26-104. This allows for a shorter timeline overall to complete Ecology review and legislative approvals.

The public engagement process entailed:

- Urban Experience Committee briefing on March 9, 2020
- Community Assembly briefed November 5, 2020
- Notice of Intent to Adopt sent to Dept. of Commerce November 6, 2020
- Two virtual public open houses held via Webex on December 1, 2020
- Joint State-Local 30-day Public Comment Period published in the Spokesman Review on December 23, 2020 and January 5, 2021, emailed to distribution lists of agencies and parties of interest, and coordinated with separate notification by the Dept. of Ecology.
- Joint State-Local 30-day Public Comment Period ran from January 5 – February 5, 2021.
- SEPA comment period ended January 19, 2021. No comments.
- Plan Commission briefed January 13 and 21, 2021
- Urban Experience Committee briefed February 8, 2021
- Public notice for Joint Public Hearing published in the Spokesman Review on February 10 and 17, 2021
- Plan Commission public hearing February 24, 2021; recommended approval of proposed amendments.

Following City Council legislative action, staff must coordinate with the Dept. of Ecology for the state's final approval of the amendments to complete the grant deliverables, due by June 30, 2021.

Attachments:

- Draft Ordinance
- Draft ECY Period Review Checklist
- February 24 Plan Commission Findings of Fact, Conclusions, and Recommendations

ORDINANCE NO. C36034

AN ORDINANCE relating to the Shoreline Master Program Periodic Review overseen by the Washington State Department of Ecology; amending the Spokane Municipal Code (SMC) Chapter 17A.020 Definitions, sections 17A.020.040 and 17A.020.060; and various portions of Chapter 17E.060 Shoreline Regulations, sections 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380.

WHEREAS, the Shoreline Master Program (SMP) Periodic Review is state mandated and led by the City of Spokane in close collaboration with the Department of Ecology (Ecology). This periodic review is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines; and

WHEREAS, authority for the Periodic Review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and to revise it if necessary; and

WHEREAS, the periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances. This periodic review does not re-evaluate the ecological baseline established as part of the 2011 SMP Update; change shoreline jurisdiction or environment designations; or result in changes to the comprehensive plan; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, the City SMP was reviewed against Ecology's Periodic Review checklist as required, and analysis submitted to Ecology, necessary amendments were identified. A Draft Amendment Proposal incorporating the necessary amendments was prepared, shared with agencies for review, and made available for public review on the Planning and Development Services website at <https://my.spokanecity.org/projects/shoreline-master-program-periodic-update/>; and

WHEREAS, information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020; and

WHEREAS, the City elected to use the optional Joint Review Process to combine the local and Ecology comment periods and public hearing, as allowed under WAC 173-26-104; and

WHEREAS, a notice of Joint Public Comment Period and Public Hearing with Ecology and the City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification to interested Tribal, State, and Federal entities; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2019 (b) Spokane is not one of the nine jurisdictions with shoreline permitting for Dredged Material Management Program sites and 2019 (c) Spokane has no marine appellation waters; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2017(d), 2017 (e), 2017(f), 2017(g), 2017(h), 2017(i), and 2017(j) as these items are codified in Spokane Municipal Code chapter 17E, consistent with state law, or not required local amendments as active state policy; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2016(a) as SMC 17E.060.300 incorporates ADA compliance RCW 90.58 by reference, and 2016(b) with critical areas updates 2014; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2015(a) is an optional amendment and not included in this action; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2014(a) is not applicable to City of Spokane as SMC 17E.060.570(F) prohibits over-water residences; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2012(a) as SMP appeal procedures follow RCW 90.58 as amended; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2011(a) SMC 17E.070.030 outlines the requirement for wetland delineation to use the Federal Manual for Identifying and Delineating Jurisdictional Wetlands; 2011(b) is not applicable to City of Spokane as no saltwater shorelines exist in the jurisdiction; 2011(c) SMC 17E.060.570 prohibits over-water residences; 2011(d) SMC 17E.060.380 identifies and regulates non-conforming structures consistent with state law; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2010(a) SMC 17E.060.170 includes RCW 90.58 and associated WACS by reference - all provision for critical areas that area not consistent with RCW and WAC are void; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2009(a) the City of Spokane does not include this optional provision which is available without adoption; 2009(b) SMC 17E.070.140 allows wetland mitigation banking consistent with state rules; and 2009(c) moratoria procedures are not required to be included in the SMP and the RCW itself is relied upon; and

WHEREAS, after review, finding of adequacy is entered for the following SMP Periodic Review Checklist items 2007(a) SMC 17A.020.060 adopts the associated RCW definition of floodway by reference; 2007(b) Shoreline lists and maps are included in SMC 17E.060.060, no new shorelines with state jurisdiction are present; and 2007(c) SMC 17E.060.300 includes, by reference, the exemptions provided under WAC 173.27.040; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on February 10 and 17, 2021; and

WHEREAS, following a public hearing, the Plan Commission recommended approval of a number of text amendments to the SMP, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed SMP Periodic Review; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft SMP amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed SMP amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed SMP amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Shoreline Master Program (SMP) Periodic Review, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its amendments to the Spokane Municipal Code as cited.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17A.020.040 is amended to read as follows:

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

17A.020.040 Administration; Definitions; “D” Definitions.

Section 17A.020.040 “D” Definitions

A. Day.

A calendar day. A time period expressed in a number of days is computed by excluding the first day and including the last day. When an act to be done requires a City business day, and the last day by which the act may be done is not a City business day, then the last day to act is the following business day.

B. Debris Flow.

Slow moving, sediment gravity flow composed of large rock fragments and soil supported and carried by a mud-water mixture.

C. Debris Slide.

A shallow landslide within rock debris with the slide usually occurring within a relatively narrow zone.

D. “Decibel (dB)” means the measure of sound pressure or intensity.

E. Dedication.

The deliberate appropriation of land, or an easement therein, by its owner for any general and public uses, reserving to the owner no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been devoted, and accepted for such use by or on behalf of the public. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat, or binding site plan showing the dedication thereon or by dedication deed to the City. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan, or at the City’s option, by the City recording such dedication deed with the Spokane County auditor.

F. Degraded Wetland.

A wetland altered through impairment of some physical or chemical property which results in reduction of one or more wetland functions and values.

G. Demolition or Partial Demolition.

The destruction, removal, or relocation, in whole or in part, of a building or structure or a significant feature of a building or structure that is of important historical character. Demolition (or partial demolition) does not include the removal of past additions for the express purpose of restoration of a structure to its historic appearance, form, or function. Demolition (or partial demolition) does not include the destruction or removal of portions of a building or structure that are not significant to defining its historic character. This exclusion is valid so long as the demolition is done as part of a design review application approved pursuant to chapter 17C.040 SMC.

H. Density.

The number of housing units per acre as permitted by the zoning code.

I. Denuded.

Land that has had the natural vegetative cover or other cover removed leaving the soil exposed to mechanical and chemical weathering.

- J. Department.
Any of the departments of engineering services, planning services, fire department, or parks and recreation for which responsibility has been assigned by charter or code for administration.
- K. Design Departure.
Any change that is sought to modify or waive a design requirement (R) or waive a design presumption (P) contained within the design standards. The design departure process is found in chapter 17G.030 SMC, Design Departures.
- L. Design ((~~Guidelines~~)) Criteria.
A set of design parameters for development which apply within a design district, sub-district, or overlay zone. The ((~~guidelines~~)) provisions are adopted public statements of intent and are used to evaluate the acceptability of a project's design.
- M. Design Review Board.
The design review board is defined in chapter 4.13 SMC. The design review board was previously named design review committee. Any reference to design review committee is the same as a reference to the design review board.
- N. Designation.
The declaration of a building, district, object, site, or structure as a landmark or historic district.
- O. Desired Character.
The preferred and envisioned character (usually of an area) based on the purpose statement or character statement of the base zone, overlay zone, or plan district. It also includes the preferred and envisioned character based on any adopted subarea plans or design ((~~guidelines~~)) criteria for an area.
- P. Detailed Site Plan.
A general site plan to which the following detailed information has been added:
1. Natural vegetation, landscaping, and open spaces.
 2. Ingress, egress, circulation, parking areas, and walkways.
 3. Utility services.
 4. Lighting.
 5. Signs.
 6. Flood plains, waterways, wetlands, and drainage.
 7. Berms, buffers, and screening devices; and
 8. Such other elements as required in this chapter.
- Q. Developable Area.
Land outside of a critical area and associated buffer including wetlands, fish and wildlife habitat conservation areas, riparian habitat area, landslide areas, steep slope areas, floodplain, floodway, shallow flooding, channel migration zone, and associated buffers, or any other restricted area on a particular piece of property.
- R. Development.
Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.

S. Development – Shoreline.

"Development" for shoreline regulations shall be defined by WAC 173-27-030(6) as amended to read "Development" means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. "Development" does not include dismantling or removing structures if there is no other associated development or redevelopment.

((§)) T. Development Activity – Floodplain.

Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

((⌘)) U. Development Approval.

Any recommendation or approval for development required or permitted by this code.

((⌘)) V. Development Codes.

The state-adopted codes, boiler and pressure vessel, building, electrical, elevator, fire, mechanical, plumbing, and related publications adopted by the City, along with other provisions of this code that relate to private access to, use and obstruction of public right-of-way, and engineering standards that relate to private construction of public utilities and facilities.

((¥)) W. Development Permit.

Any permit issued by the City authorizing construction, including a building permit, conditional use permit, substantial development permit, or other permit required by the City.

((Ⓜ)) X. Development Plan, Site.

The final site plan that accompanied a recommendation or approval for development permitted by this code and that may identify standards for bulk and location of activities, infrastructure and utilities specific to the development.

((×)) Y. Dike.

An artificial embankment placed at a stream mouth or delta area to hold back sea water for purposes of creating and/or protecting arable land from flooding.

((¥)) Z. Direct Impact.

An impact upon public facilities that has been identified as a direct consequence or result of a proposed development.

((Z)) AA. Directional.

Any of the four basic compass directions, abbreviated as follows: N, S, E, W, SE, NE, SW, NW shall also be considered as a directional. A directional is placed in front of the root roadway name.

((AA)) AB. Directional Sign.

See SMC 17C.240.015.

((AB)) AC. Director.

The administrative official of the department responsible for compliance with this code, the development codes, and the land use codes. These include the director of building services, director of engineering services, and the director of planning services.

((AG)) AD. Discharge (n).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means runoff, excluding offsite flows, leaving a proposed development through overland flow, built conveyance systems, or infiltration facilities.

((AD)) AE. Discharge (v).

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any disposal, injection, dumping, spilling, pumping, emitting, emptying, leaching, or placing of any material so that such material enters and exits from the MS4 or from any other publicly owned or operated drainage system that conveys storm water. The term includes other verb forms, where applicable.

((AE)) AF. Discharger.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any person that discharges to the City's MS4 or any other publicly owned or operated drainage system that conveys, manages, or disposes of stormwater flows.

((AF)) AG. District.

A geographically definable area, urban or rural, small or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

((AG)) AH. Disturbance Area.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means an area where soils are exposed or disturbed by development, both existing and proposed. The disturbance area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering.

((AH)) AI. Dock.

All platform structures or anchored devices in or floating upon water bodies to provide moorage for pleasure craft or landing for water-dependent recreation.

((AI)) AJ. Documented Habitat.

Habitat classified by state or federal agencies as critical to the survival of endangered or threatened or sensitive animal, fish, or plant species.

((AJ)) AK. Domestic Animal.

1. Large Domestic Animals.

- a. Animals including, but not limited to, horses, donkeys, burros, llamas, alpacas, bovines, goats, sheep, swine, and other animals or livestock of similar size and type.
- b. Young of horses, mules, donkeys, burros, and llamas under one year in age.
- c. Bovines under ten months in age.
- d. Sheep, goats, and swine under three months in age are not included when counting large animals.

2. Small Domestic Animals.

- a. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.
- b. Mink, chinchilla, nutria, gnawing animals in general, and other animals of similar size and type.
- c. Small livestock are defined as:
 - i. swine- breeds include miniature Vietnamese, Chinese or oriental pot-bellied pigs (*sus scrofa vittatus*),
 - ii. other small pig breeds such as Kunekune, Choctaw, and Guinea hogs,
 - iii. all breeds of goats excluding mature large meat breeds such as Boers, and
 - iv. all breeds of sheep excluding mature large meat breeds such as Suffolk or Hampshire sheep.
 - v. No horned rams shall be permitted as a small livestock.
 - vi. Under no circumstance shall a small livestock exceed thirty-six inches shoulder height or one hundred and fifty pounds in weight.
- d. Young small animals, livestock or fowl under three months in age are not included when counting small animal, livestock or fowl.

~~((AK))~~ AL. Drainage Ditch.

An artificially created watercourse constructed to drain surface or ground water. Ditches are graded (man-made), channels installed to collect and convey runoff from fields and roadways. Ditches may include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities, or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse. Ditches channels that support fish are considered to be streams.

~~((AL))~~ AM. Dredge Spoil.

The material removed by dredging.

~~((AM))~~ AN. Dredging.

The removal, displacement, and disposal of unconsolidated earth material such as silt, sand, gravel, or other submerged material from the bottom of water bodies; maintenance dredging and other support activities are included in this definition.

~~((AN))~~ AO. Drift Cell.

Or "drift sector" or "littoral cell" means a particular reach of marine shore in which littoral drift may occur without significant interruption and which contains any natural sources of such drift and also accretion shore forms created by such drift.

~~((AO))~~ AP. Driveway.

An all-weather surface driveway structure as shown in the standard plans.

~~((AP))~~ AQ. Duplex.

A building that contains two primary dwelling units on one lot. The units must share a common wall or common floor/ceiling.

((AQ)) AR. Dwelling Unit.

A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

Section 2. That SMC section 17A.020.060 is amended to read as follows:

17A.020.060 Administration; Definitions; “F” Definitions.

Section 17A.020.060 “F” Definitions

A. Facade.

All the wall planes of a structure as seen from one side or view. For example, the front facade of a building would include all of the wall area that would be shown on the front elevation of the building plans.

B. Facade Easement.

A use interest, as opposed to an ownership interest, in the property of another. The easement is granted by the owner to the City or County and restricts the owner’s exercise of the general and natural rights of the property on which the easement lies. The purpose of the easement is the continued preservation of significant exterior features of a structure.

C. Facility and Service Provider.

The department, district, or agency responsible for providing the specific concurrency facility.

D. Factory-built Structure.

1. “Factory-built housing” is any structure designed primarily for human occupancy, other than a mobile home, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.]
2. “Factory-built commercial structure” is a structure designed or used for human habitation or human occupancy for industrial, educational, assembly, professional, or commercial purposes, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.

E. Fair Market Value.

The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services, and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead, and profit. The fair market value of the development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

F. Fascia Sign.

See SMC 17C.240.015.

G. Feasible (Shoreline Master Program).

1. For the purpose of the shoreline master program, means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
 - a. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
 - b. The action provides a reasonable likelihood of achieving its intended purpose; and
 - c. The action does not physically preclude achieving the project's primary intended legal use.
2. In cases where these guidelines require certain actions, unless they are infeasible, the burden of proving infeasibility is on the applicant.
3. In determining an action's infeasibility, the reviewing agency may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames.

H. Feature.

To give special prominence to.

I. Feeder Bluff.

Or "erosional bluff" means any bluff (or cliff) experiencing periodic erosion from waves, sliding, or slumping, and/or whose eroded sand or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform; these natural sources of beach material are limited and vital for the long-term stability of driftways and accretion shoreforms.

J. Fill.

The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high-water mark in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

K. Financial Guarantee.

A secure method, in a form and in an amount both of which are acceptable to the city attorney, providing for and securing to the City the actual construction and installation of any improvements required in connection with plat and/or building permit approval within a period specified by the City, and/or securing to the City the successful operation of the improvements for two years after the City's final inspection and acceptance of such improvements. There are two types of financial guarantees under chapter 17D.020 SMC, Financial Guarantees: Performance guarantee and performance/warranty retainer.

L. Fish Habitat.

A complex of physical, chemical, and biological conditions that provide the life-supporting and reproductive needs of a species or life stage of fish. Although the habitat requirements of a species depend on its age and activity, the basic

components of fish habitat in rivers, streams, ponds, lakes, estuaries, marine waters, and near-shore areas include, but are not limited to, the following:

1. Clean water and appropriate temperatures for spawning, rearing, and holding.
2. Adequate water depth and velocity for migrating, spawning, rearing, and holding, including off-channel habitat.
3. Abundance of bank and in-stream structures to provide hiding and resting areas and stabilize stream banks and beds.
4. Appropriate substrates for spawning and embryonic development. For stream- and lake-dwelling fishes, substrates range from sands and gravel to rooted vegetation or submerged rocks and logs. Generally, substrates must be relatively stable and free of silts or fine sand.
5. Presence of riparian vegetation as defined in this program. Riparian vegetation creates a transition zone, which provides shade and food sources of aquatic and terrestrial insects for fish.
6. Unimpeded passage (i.e., due to suitable gradient and lack of barriers) for upstream and downstream migrating juveniles and adults.

M. Flag.

See SMC 17C.240.015.

N. Float.

A floating platform similar to a dock that is anchored or attached to pilings.

O. Flood Insurance Rate Map or FIRM.

The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City.

P. Flood Insurance Study (FIS).

The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Q. Flood or Flooding.

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland waters; or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

R. Flood-proofing.

Structural provisions, changes, adjustments, or a combination thereof, to buildings, structures, and works in areas subject to flooding in order to reduce or eliminate the damages from flooding to such development and its contents, as well as related water supplies and utility facilities.

S. Floodway.

~~((The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. As defined under Section 90.58.030 RCW, or as amended.))~~ The area, as identified in the shoreline master

program, that either: (a) has been established in federal emergency management agency flood insurance rate maps or floodway maps; or (b) consists of those portions of a river valley lying streamward from the outer limits of a watercourse upon which flood waters are carried during periods of flooding that occur with reasonable regularity, although not necessarily annually, said floodway being identified, under normal condition, by changes in surface soil conditions or changes in types or quality of vegetative ground cover condition, topography, or other indicators of flooding that occurs with reasonable regularity, although not necessarily annually. Regardless of the method used to identify the floodway, the floodway shall not include those lands that can reasonably be expected to be protected from flood waters by flood control devices maintained by or maintained under license from the federal government, the state, or a political subdivision of the state.

T. Floor Area.

The total floor area of the portion of a building that is above ground. Floor area is measured from the exterior faces of a building or structure. Floor area does not include the following:

1. Areas where the elevation of the floor is four feet or more below the lowest elevation of an adjacent right-of way.
2. Roof area, including roof top parking.
3. Roof top mechanical equipment.
4. Attic area with a ceiling height less than six feet nine inches.
5. Porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two inches in height, for fifty percent or more of their perimeter; and
6. In residential zones, FAR does not include mechanical structures, uncovered horizontal structures, covered accessory structures, attached accessory structures (without living space), detached accessory structures (without living space).

U. Floor Area Ratio (FAR).

The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

V. Focused Growth Area.

Includes mixed-use district centers, neighborhood centers, and employment centers.

W. Frame Effect.

A visual effect on an electronic message sign applied to a single frame to transition from one message to the next. This term shall include, but not be limited to scrolling, fade, and dissolve. This term shall not include flashing.

X. Freestanding Sign.

See SMC 17C.240.015.

Y. Frontage.

The full length of a plot of land or a building measured alongside the road on to which the plot or building fronts. In the case of contiguous buildings individual frontages are usually measured to the middle of any party wall.

Section 3. That SMC section 17E.060.110 is amended to read as follows:

17E.060.110 Environmental Standards; Shoreline Regulations; Article II. Administration: Part II. Administrative Authority and Legal Provisions; Shoreline Master Program Amendments.

Section 17E.060.110 Shoreline Master Program Amendments

- A. The City may initiate an amendment to these shoreline regulations according to the procedures prescribed in ((WAC 173-26-090 to WAC 173-26-160)) WAC 173-26.
- B. The City shall conduct a public hearing in accordance with chapter 17G.020 SMC on any amendment proposed.
- C. Any person or agency may conduct an amendment to the SMP consistent with both chapter 17G.020 SMC and WAC 173-26.

Section 4. That SMC section 17E.060.150 is amended to read as follows:

17E.060.150 Environmental Standards; Shoreline Regulations; Article II. Administration: Part II. Administrative Authority and Legal Provisions; Reference to Plans, Regulations, or Information Sources.

Section 17E.060.150 Reference to Plans, Regulations, or Information Sources

Where the shoreline regulations reference any RCW, WAC, or other local, state, or federal law or regulation, or ((any)) source of information, the most recent adopted amendment or adopted current edition shall apply.

Section 5. That SMC section 17E.060.290 is amended to read as follows:

17E.060.290 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Shoreline Substantial Development Permit.

Section 17E.060.290 Shoreline Substantial Development Permit

A. Purpose.

To ensure that substantial development within the shoreline area is accomplished in a manner that protects the shoreline ecology consistent with the comprehensive plan and the Shoreline Management Act, this section establishes criteria for determining the process and conditions under which a shoreline substantial development permit may be acted upon by the director.

- B. A shoreline substantial development permit is subject to the specific review procedure established in chapter 17G.060 SMC, Land Use Application Procedures, and the conditions which may be imposed to assure compliance with all applicable regulations. A request for a shoreline substantial development permit use may be disapproved if the director finds the shoreline development is inconsistent with these shoreline regulations, the comprehensive plan or the Shoreline Management Act.
- C. No use, modification, or development, except for those listed in SMC 17E.060.300, Use, Modifications, and Developments Exempt or Excepted from Shoreline Substantial Development Permit Requirement, shall be undertaken in the shoreline jurisdiction without first obtaining a shoreline substantial development permit from the director. Substantial developments include any development with which the total cost or fair market value, whichever is higher, does exceed (~~((five-thousand seven hundred eighteen dollars or))~~) seven thousand forty seven dollars (\$7,047) or the adjusted amount per WAC 173-27-040, or if such development does materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection must be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. The office of financial management must calculate the new dollar threshold and transmit it to the office of the code reviser for publication in the *Washington State Register* at least one month before the new dollar threshold is to take effect. For the purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of use, modification, or development that is occurring on shorelines of the state as defined in RCW 90.58.030(2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials.
- D. Where a substantial development is proposed which would be partly within and partly outside of the shoreline jurisdiction, a shoreline substantial development permit shall be required for the entire development.
- E. An application for a shoreline substantial development permit for a limited utility extension or for the construction of a bulkhead or other measures to protect a single-family residence and its appurtenant structures from shoreline erosion shall be subject to all of the requirements of these shoreline regulations and shall follow the time period for public comment in SMC 17G.060.130, Public Comment Period. For purposes of this section, a limited utility extension means the extension of a utility service that:
 - 1. is categorically exempt under chapter 43.21C RCW for one or more of the following: Natural gas, electricity, telephone, water, or sewer;
 - 2. will serve an existing use in compliance with these shoreline regulations; and
 - 3. will not extend more than two thousand five hundred linear feet within the shoreline jurisdiction.

Section 6. That SMC section 17E.060.300 is amended to read as follows:

17E.060.300 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Uses, Modifications, and Developments Exempt from Shoreline Substantial Development Permit Requirement.

Section 17E.060.300 Uses, Modifications, and Developments Exempt or Excepted from Shoreline Substantial Development Permit Requirement

A. Application and Interpretation of Exemptions.

1. Exemptions shall be construed narrowly. Only those uses, modifications, or developments that meet the precise terms of one or more of the listed exemptions may be exempt from the shoreline substantial development permit process.
2. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these shoreline regulations, or from any other regulatory requirements. To be authorized, all uses, modifications, and developments must be consistent with the policies and regulations of the entire SMP and the Act.
3. Pursuant to WAC 173-27-160, a use, modification, or development that is listed as a shoreline conditional use pursuant to these shoreline regulations or is an unlisted use, must obtain a shoreline conditional use permit even though the use, modification, or development does not require a shoreline substantial development permit.
4. When a use, modification, or development is proposed that does not comply with the bulk, dimensional and performance standards of these shoreline regulations, such use, modification, or development can only be authorized by approval of a shoreline variance pursuant to SMC 17E.060.330, Shoreline Variance Permit, and SMC 17E.060.340, Procedures.
5. The burden of proof that a development or use is exempt from the permit process is on the applicant.
6. If any part of a proposed use, modification, or development is not eligible for exemption, then a shoreline substantial development permit is required for the entire proposed project.
7. All permits or statements of exemption issued for a use, modification, or development within the shoreline jurisdiction shall include written findings approved by the director, including compliance with bulk and dimensional standards and policies and regulations of the entire SMP. The director may attach conditions to the approval of exempt uses, modifications, or developments as necessary to assure consistency of the project with the Act and these shoreline regulations.
8. The department of ecology must approve all exemptions requiring permits from the U.S. Army Corps of Engineers section 10 permit under the Rivers

and Harbors Act, and any project involving a section 404 permit under the Clean Water Act.

9. Use, modifications, and developments proposed within the shoreline jurisdiction may require permits from other governmental agencies other than the department of ecology.

B. Exemptions.

The following shall not be considered substantial development and are exempt from obtaining a shoreline substantial development permit from the director:

1. Any use, modification, or development of which the total cost or fair market value, whichever is higher, does not exceed ~~((five thousand dollars))~~ seven thousand forty seven dollars (\$7,047) as of September 2, 2017 or the adjusted amount per WAC 173-27-040 determined by the office of financial management periodically for inflation, if such use, modification, or development does not materially interfere with the normal public use of the water or shorelines of the state. The total cost or fair market value of the use, modification, or development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.
2. Normal maintenance or repair of existing structures or developments, including damage by accident, fire or elements. "Normal maintenance" means those usual acts to prevent a decline, lapse, or cessation from a lawfully established state comparable to its original condition, including but not limited to its size, shape, configuration, location, and external appearance, within twelve months after decay or partial destruction, except where repair causes substantial adverse effects to shoreline resources or environment. Replacement of a structure or development may be authorized as repair where such replacement is the common method of repair for the type of structure or development and the replacement structure or development is comparable to the original structure or development including but not limited to its size, shape, configuration, location and external appearance and the replacement does not cause substantial adverse effects to shoreline resources or environment.
3. Construction of the normal protective bulkhead common to single-family residences. A "normal protective bulkhead" means those structural and nonstructural developments installed at or near, and parallel to, the ordinary high-water mark for the sole purpose of protecting an existing single-family residence and appurtenant structures from loss or damage by erosion. A normal protective bulkhead is not exempt if constructed for the purpose of creating dry land. When a vertical wall is being constructed or reconstructed, not more than one cubic yard of fill per one foot of wall may be used as backfill. When an existing bulkhead is being repaired by construction of a vertical wall fronting the existing wall, it shall be constructed no further waterward of the existing bulkhead than is necessary for construction of new footings. When a bulkhead has deteriorated such that an ordinary high-water mark has been established by the presence and action of water landward of the bulkhead, then the replacement bulkhead

must be located at or near the actual ordinary high-water mark. Beach nourishment and bioengineered erosion control projects may be considered a normal protective bulkhead when any structural elements are consistent with the above requirements and when the project has been approved by the State department of fish and wildlife.

4. Emergency construction necessary to protect property from damage by the elements. An emergency means an unanticipated and imminent threat to public health, safety or the environment which requires immediate action within a time too short to allow full compliance with these shoreline regulations. Emergency construction does not include development of new permanent protective structures where none previously existed. Where new protective structures are deemed by the director to be the appropriate means to address the emergency situation, upon abatement of the emergency situation the new structure shall be removed or any permit which would have been required, absent an emergency, pursuant to chapter 90.58 RCW or these shoreline regulations shall be obtained. All emergency construction shall be consistent with the policies of chapter 90.58 RCW and the entire SMP. As a general matter, flooding or other seasonal events that can be anticipated and may occur but that are not imminent are not an emergency.
5. Construction and practices normal or necessary to maintain existing farming and irrigation activities, including agricultural service roads and utilities in the Latah Creek shoreline jurisdiction presently zoned for agricultural use.
6. Construction or modification, by or under the authority of the coast guard or a designated port management authority, of navigational aids such as channel markers and anchor buoys.
7. Construction on shorelands by an owner, lessee, or contract purchaser of a single-family residence for their own use or for the use of their family, which residence does not exceed a height of thirty-five feet above average grade level and which meets all requirements of the state agency having jurisdiction thereof or the City of Spokane, other than requirements imposed pursuant to chapter 90.58 RCW. "Single-family residence" means a detached dwelling designed for and occupied by one family including those structures and developments within a contiguous ownership which are normal appurtenance. An "appurtenance" is necessarily connected to the use and enjoyment of a single-family residence and is located landward of the ordinary high-water mark and the perimeter of a wetland. On a statewide basis, normal appurtenances include a garage, deck, driveway, utilities, fences, and grading which does not exceed two hundred fifty cubic yards and which does not involve placement of fill in any wetland or waterward of the ordinary high-water mark. Construction authorized under this exemption shall be located landward of the ordinary high-water mark.
8. Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or

contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities, or other appurtenances. ~~((The fair market value of the dock shall not exceed ten thousand dollars, but if subsequent construction having a fair market value exceeding two thousand five hundred dollars occurs within five years of a completion of the prior construction, the subsequent construction shall be considered a substantial development for the purpose of these shoreline regulations.))~~

This exemption applies if either:

- a. In fresh waters the fair market value of the dock does not exceed:
 1. Twenty-two thousand five hundred dollars (\$22,500) for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced;
or
 2. Eleven thousand two hundred (\$11,200) dollars for all other docks constructed in fresh waters.

However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified above, the subsequent construction shall be considered a substantial development for the purpose of this chapter.

9. Operation, maintenance, or construction of canals, waterways, drains, reservoirs, or other facilities that now exist or are hereafter created or developed as a part of an irrigation system for the primary purpose of making use of system waters, including return flow and artificially stored groundwater for the irrigation of lands.
10. The marking of property lines or corners on state-owned lands, when such marking does not significantly interfere with normal public use of the surface of the water.
11. Operation and maintenance of any system of dikes, ditches, drains, or other public facilities existing on September 8, 1975, which were created, developed, or utilized primarily as a part of an agricultural drainage or diking system.
12. Any project with a certification from the governor pursuant to chapter 80.50 RCW.
13. Site exploration and investigation activities that are prerequisite to preparation of an application for development authorization under these shoreline regulations if:
 - a. the activity does not interfere with the normal public use of the surface waters;
 - b. the activity will have no significant adverse impact on the environment, including but not limited to fish, wildlife, fish or wildlife habitat, water quality, and aesthetic values;
 - c. the activity does not involve the installation of any structure and, upon the completion of the activity, the vegetation and land

- configuration of the site are restored to conditions existing before the activity;
 - d. a private entity seeking development authorization under this section first posts a performance bond or provides other evidence of financial responsibility to the City of Spokane to ensure that the site will be restored to preexisting conditions; and
 - e. the activity is not subject to the permit requirements of RCW 90.58.550.
14. The process of removing or controlling aquatic noxious weeds, as defined in RCW 17.26.020, through the use of an herbicide or other treatment methods applicable to weed control that are recommended by a final environmental impact statement published by the department of agriculture or the department of ecology jointly with other state agencies under chapter 43.21C RCW.
 15. Watershed restoration projects as defined in chapter 17A.020 SMC and RCW 89.08.460. The City of Spokane shall review the projects for consistency with these shoreline regulations pursuant to procedures in chapter 17G.060 SMC. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as used in this section.
 16. A public or private project that is designed to improve fish or wildlife habitat or fish passage when all of the following apply:
 - a. The project has been approved in writing by the department of fish and wildlife.
 - b. The project has received hydraulic project approval (HPA) by the department of fish and wildlife pursuant to chapter 77.55 RCW; and
 - c. The City of Spokane has determined that the project is substantially consistent with these shoreline regulations. The City shall make such determination and provide it by letter to the project proponent.
 17. All other uses, modifications, and developments exempted by WAC 173-27-040.

C. Exceptions

Developments not required to obtain shoreline permits or local reviews. Requirements to obtain a Substantial Development Permit, Conditional Use Permit, Variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:

1. Remedial actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or to the department of ecology when it conducts a remedial action under chapter 70.105D RCW.
2. Boatyard improvements to meet NPDES permit requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit.

3. WSDOT facility maintenance and safety improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a Substantial Development Permit, Conditional Use Permit, Variance, letter of exemption, or other local review.
4. Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.
5. Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.

Section 7. That SMC section 17E.060.340 is repealed as follows:

17E.060.340 Environmental Standards; Shoreline Regulations; Article IV. Shoreline Permits and Exemptions; Shoreline Design Review.

~~((Title 17E Environmental Standards
Chapter 17E.060 Shoreline Regulations
Article IV. Shoreline Permits and Exemptions
Section 17E.060.340 Shoreline Design Review~~

~~A. Design Review Board Process.~~

~~The following are subject to the design review board process. Shoreline design review is subject to the procedures established in chapter 17G.030 SMC, chapter 17G.040 SMC, and SMC 17G.060.060.~~

- ~~1. Shoreline development by a public agency.~~
- ~~2. Shoreline development on public property.~~
- ~~3. Shoreline development requiring a shoreline conditional use permit.~~
- ~~4. Other types of shoreline permits may also require review by the design review board at the request of the director.~~

~~B. Administrative Design Review.~~

~~Projects not included in subsection (A) above shall follow procedures for design standards administration in SMC 17E.060.800-))~~

Section 8. That SMC section 17E.060.690 is amended to read as follows:

17E.060.690 Environmental Standards; Shoreline Regulations; Article VI. Environment Designations and Requirements for Modifications and Uses in Specific Environments: Part II. Modifications and Uses in Specific Environments; Shoreline Primary Use.

Section 17E.060.690 Shoreline Primary Use

- A. In addition to this section, shoreline uses are subject to the regulations in Article V, Part I, General Requirements for Shoreline Use.

- B. Refer to SMC 17E.060.300 for uses and activities that are exempt from obtaining a shoreline substantial development permit. An exemption from the shoreline substantial development permit process is not an exemption from compliance with the Shoreline Management Act or provisions of these Shoreline Regulations, or from any other regulatory requirements. To be authorized, all uses and activities must be consistent with the policies and regulations of the entire SMP and the Act.
- C. To be permitted in the Shoreline Jurisdiction, a use must be permitted in both the shoreline environment and the underlying zone in which it is located.
- D. Uses not listed in Table 17E.060-4 or Title 17C may only be authorized as a conditional use.
- E. Legend for Table 17E.060-4:
 - 1. Permitted Uses – “P”

Uses permitted are listed in Table 17E.060-4 with a “P”. These uses are allowed if they comply with the development standards of these Shoreline Regulations and Title 17C. A shoreline substantial development permit or an exemption from such permit is required, pursuant to SMC 17E.060.290 and SMC 17E.060.300.
 - 2. Limited Uses – “L”

Uses allowed that are subject to limitations are listed in Table 17E.060-4 with an “L”. These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards of these Shoreline Regulations and title 17C SMC. A shoreline substantial development permit or an exemption from such permit is required.
 - 3. Conditional Uses – “CU”

Uses that are allowed if approved through the shoreline conditional use review process are listed in Table 17E.06-4 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards of these Shoreline Regulations and Title 17C. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote.
 - 4. Uses Not Permitted – “N”

Uses listed in Table 17E.060-4 with an “N” are not permitted. Existing uses in categories listed as not permitted are subject to the standards in Chapter 17C.210 SMC, Land Use Standards Non Conforming Situations, and SMC 17E.060.380, Nonconforming Structures and Uses.

**TABLE 17E.060-04
SHORELINE PRIMARY USES**

Use is:		Shoreline Environments					
P:	Permitted (with shoreline substantial development permit or exemption)	NE	UCE	SRE	LUE	IUE	WTPE
N:	Not permitted						
L:	Allowed, but special limitations						
CU:	Conditional use review required						
Agriculture							
Low intensity agriculture		N	L[1]/CU	N	N	N	N
High intensity agriculture		N	N	N	N	N	N
Aquaculture							
Aquaculture		N	N	N	N	N	N
Boating Facilities							
Marinas		N	N	N	N	N	N
Launch ramps for small non-motorized watercraft		CU	CU	CU	CU	N	CU
Capital Facilities and Utilities							
Maintenance of existing utilities or facilities		P	P	P	P	P	P
New construction or expansion of existing utilities or facilities		L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU	L[2]/CU
Over-water or underwater utility crossings		CU	CU	CU	CU	CU	CU
New bridges solely for pipelines		N	N	N	N	N	N
Facilities which constitute the final termination or destination of a transmission line		N	N	N	N	N	N
Expansions or upgrades of existing wastewater treatment plant facilities and accessory uses		N	N	N	N	N	CU
New wastewater treatment plant facilities and pumping stations		N	N	N	N	N	L[2]/CU
New wastewater treatment outfall infrastructure		CU	CU	CU	CU	CU	P

New wireless communication support tower	N	N	N	N	N	N
Commercial Development						
Water-dependent commercial uses	N	P	N	P	P	N
Water-related commercial uses	N	P	N	P	P	N
Water-enjoyment commercial uses	N	P	N	P	P	N
Non-water-oriented commercial uses	N	L[3]	N	L[3]	L[3]	N
Forest Practices						
Forest practices	N	N	N	N	N	N
Industrial Development						
Water-dependent industrial uses	N	CU	N	CU	CU	N
Water-related industrial uses	N	CU	N	CU	CU	N
Non-water-oriented industrial uses	N	L[4]/CU	N	L[4]/CU	L[4]/CU	N
High-impact industrial uses	N	N	N	N	N	N
Institutional						
Water-dependent institutional	CU	CU	CU	CU	CU	N
Water-related institutional	CU	CU	CU	CU	CU	N
Water-enjoyment institutional	CU	CU	CU	CU	CU	CU
Non-water-oriented institutional	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	L[5]/CU	N
In-stream Structures						
In-stream structures	L[6]/CU	CU	CU	CU	CU	CU
Mining						
Mining	N	N	N	N	N	N
Recreational Development						
Water-dependent recreational	CU	CU	CU	CU	CU	N
Water-related recreation	CU	CU	CU	CU	CU	((N)) CU
Water-enjoyment recreation	L[7]/CU	CU	CU	CU	CU	CU
Non-water-oriented recreation	N	CU	CU	CU	CU	N
Residential Development						
Single-family residences	CU	P	P	P	P	N
Two-family residences	N	P	P	P	P	N
Three-family residences	N	P	P	P	P	N
Multi-family residences (4 or more dwelling units)	N	CU	CU	CU	CU	N
Accessory dwelling unit (ADU)	CU	P	P	P	P	N
Detached accessory structures	CU	P	P	P	P	N

Group living	N	CU	CU	CU	CU	N
Subdivision						
All subdivisions (including binding site plans)	L[8]/CU	CU	CU	CU	CU	N
Parking						
Commercial parking or parking facility as primary use	N	N	N	N	N	N
Parking, accessory to a permitted use	P	P	P	P	P	P
Transportation						
New streets or street expansions that are part of the City of Spokane designated regional arterial network	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU	L[9]/CU
New local access streets or street expansions serving permitted shoreline uses	L[10]/CU	L[10]	L[10]	L[10]	L[10]	L[10]
Pedestrian and bicycle linkages to existing or planned transportation networks	L[11]/CU	P	P	P	P	P
Maintenance roads, accessory to a permitted use	P	P	P	P	P	P
Railroads and Rail Corridors						
New rail lines	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU	L[12]/CU
Expansion of existing rail lines	P	P	P	P	P	P

Section 9. That SMC section 17E.060.770 is amended to read as follows:

17E.060.770 Environmental Standards; Shoreline Regulations; Article VII. Shoreline Development Standards by District: Part II. Shoreline Development Standards; Visual Access Setback.

Section 17E.060.770 Visual Access Setback

A. Purpose.

To preserve views of the river corridor and the scenic environment along the river from the public street system.

B. Visual access shall be achieved by setting buildings back a minimum of fifteen feet from property lines adjacent to public rights-of-way that intersect the shoreline jurisdiction.

C. The following shall apply in the visual access setback:

1. No structures shall be allowed over a height of thirty-six inches; and
2. Vegetative landscaping shall be allowed.

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

**TABLE 17E.060-5
DEVELOPMENT STANDARDS^[1]**

	Shoreline District Dimensional Standards				
	Downtown (Alternatives)	Campus (Alternatives)	Upriver	Great Gorge / Downriver	Latah Creek
Shoreline Buffer	See Shoreline Buffers Map and SMC 17E.060.720				
Structure Setback from Shoreline Buffer ^[2]	25 feet ^[2]	15 feet ^[2]			
Visual Access Setback ^[5]	15 feet ^[3]				
Maximum Width of All Structures Parallel to OHWM	70% of the width of the site generally running parallel to the OHWM ^{[4][5]}				
Maximum Lot Coverage	70% ^[4]				
Tall Building Design ((Guidelines)) Standards	Buildings over 55 feet in height also follow SMC 17C.250.030 and SMC 17C.250.040				
Maximum Structure Height by Shoreline District ^{[6][7]}					
Distance from OHWM					
0 feet - 75 feet	30 feet				
Greater than 75 feet - 100 feet	40 feet	40 feet	35 feet		
Greater than 100 feet -200 feet	Alternative 1 = 55 feet Alternative 2 = 55 feet base with a Skinny Tower - 150 feet total height (See Shoreline Tall Building Standards for Alternative 2)				
Public Access Pathway Width					
Public Access Pathway Width	Minimum of 10 feet ^[8]				
Notes: [1] Within the shoreline districts, the most restrictive development standards of both the underlying zone and the shoreline district apply. [2] See the shoreline buffers map to determine the buffer width within the shoreline jurisdiction. [3] Buildings shall be set back at least fifteen feet from property lines adjacent to public rights- of-way that intersect the shoreline district. This does not apply to structures below grade. [4] See SMC 17E.060.770 for exceptions.					

- [5] See SMC 17E.060.800 for pedestrian views and access for large buildings over three hundred feet.
- [6] No structures are allowed within the shoreline buffer and structure setback.
- [7] No structure shall exceed thirty-five feet above average grade level within the shoreline jurisdiction that will obstruct the view of a substantial number of residences on or adjoining such shorelines except where the SMP or underlying zoning does not prohibit such development and only when overriding considerations of the public interest will be served. See SMC 17E.060.290(Y), Physical and Visual Public Access.
- [8] Public access pathways within a shoreline buffer shall not exceed ten feet in width.

Section 10. That SMC section 17E.060.790 is amended to read as follows:

17E.060.790 Environmental Standards; Shoreline Regulations; Article VII. Shoreline Development Standards by District: Part II. Shoreline Development Standards; Pedestrian Views and Access for Large Buildings.

Section 17E.060.790 Pedestrian Views and Access for Large Buildings

A. Purpose.

To limit the length and mass of large buildings within the shoreline jurisdiction and to provide ground level access between the shoreline and the landward side of the building.

B. At a maximum interval of three hundred feet of structure that is generally parallel to the river, there shall be a clear visual and pedestrian penetration at the ground level from a public street to the river corridor.

The visual and pedestrian penetration shall not be less than thirty feet wide and shall meet the requirements of SMC 17E.060.290, Physical and Visual Access, and Article VIII, Design Standards ((and Guidelines)) Specific to Shoreline Districts.

Section 11. That SMC section 17E.060.800 is amended to read as follows:

17E.060.800 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Design Standards Administration.

Section 17E.060.800 Design Standards Administration

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ((and Guidelines)) Specific to Shoreline Districts

Section 17E.060.800 Design Standards Administration

A. Purpose.

To help ensure that development compliments the unique and fragile character of

the shoreline through careful consideration and implementation of site development and building design concepts.

- B. The downtown, campus, and great gorge shoreline districts are subject to the shoreline design standards ~~((and guidelines))~~ in addition to the underlying design standards in Title 17C SMC. The downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C SMC.
- C. All projects must address pertinent design standards ~~((and guidelines))~~. A determination of consistency with the standards ~~((and guidelines))~~ will be made by the director ~~((following a design review process))~~. Design standards are in the form of requirements (R), presumptions (P), and considerations (C). Regardless of which term is used, an applicant must address each ~~((guideline))~~ design criteria. An applicant may seek to deviate from eligible standards ~~((and guidelines))~~ through the design departure process pursuant to chapter 17G.030 SMC, Design Departures.

- 1. Requirements (R).

- Requirements are mandatory in that they contain language that is not discretionary, such as “shall,” “must,” and “will.” Requirements must be satisfied by any plan prior to building permit approval. An applicant may seek a deviation from certain requirements through the design departure process, chapter 17G.030 SMC. Requirements are listed with an (R) after the standard.

- 2. Presumptions (P).

- Presumptions are ~~((guidelines))~~ design criteria that are meant to be applied, but with some flexibility. Presumptions indicate that the City is open to design features that are equal to, or better than, that stated—so long as the purpose is satisfied. A submitted plan is incomplete and will be rejected if it does not demonstrate that the presumptive elements have been in some way incorporated or overcome. Presumptions are listed with a (P) after the standard.

- a. Overcoming a Presumption

- A presumption that may be unsuitable for a given project may be waived if an applicant can demonstrate to the director that there is a good reason why the presumption is inappropriate. The director may approve an alternative that achieves the intent of the presumption. At the discretion of the applicant, or in rare cases, the director may refer the permit to the design review board. A referral from the director would be in those cases where the complexity of the project and/or the cumulative impacts of deviations result in the project no longer meeting the overall intent of the design standards and the comprehensive plan.

- b. Appropriate ways to overcome a presumption include:

- i. demonstrating that for a specific project the underlying design principles will not be furthered by the application of the presumption;

- ii. showing that another design principle is enhanced by not applying the presumption;
- iii. demonstrating an alternative method for achieving the intent of the presumption; and
- iv. explaining the unique site factors that make the presumption unworkable, such as lot size and shape, slope, natural vegetation, drainage, or characteristics of adjacent development, which are identified through their use of materials, colors, building mass and form, and landscaping.

Note: Increases in the cost of development will not be an acceptable reason to waive a ~~((guideline))~~ design standard or determine that a design standard is inappropriate.

3. Considerations (C).

Design ~~((guidelines))~~ criteria listed as considerations are features and concepts that an applicant should consider in preparing a plan. Their omission is not grounds for rejecting a plan, but their inclusion or recognition is encouraged and may assist in overcoming certain presumptions and in gaining acceptance for a plan. Considerations are listed with a (C) after the standard.

Section 12. That SMC section 17E.060.810 is amended to read as follows:

17E.060.810 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Applying to Downtown, Campus, and Great Gorge Districts.

Section 17E.060.810 Standards and Guidelines Applying to Downtown, Campus, and Great Gorge Districts

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ~~((and Guidelines))~~ Specific to Shoreline Districts

Section 17E.060.810 ~~((Standards and Guidelines))~~ Design Standards Applying to Downtown, Campus, and Great Gorge Districts

A. Shoreline Relationships.

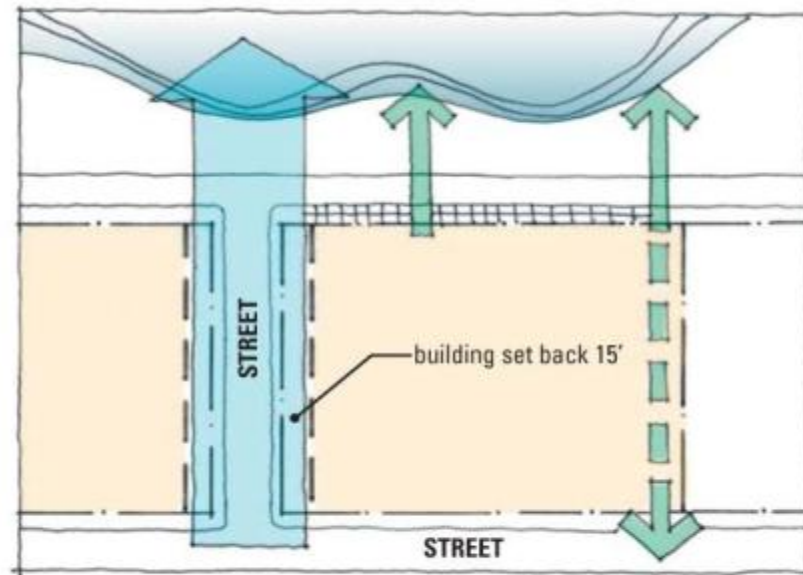
1. Public Access

a. Purpose.

To meet a basic objective of the Shoreline Management Act for public access to the shoreline.

b. When public access is required, it shall be provided pursuant to SMC 17E.060.290. (R)

c. Visual access shall be achieved by setting buildings back at least fifteen feet from property lines adjacent to public rights-of-way that intersect the shoreline jurisdiction. (R)



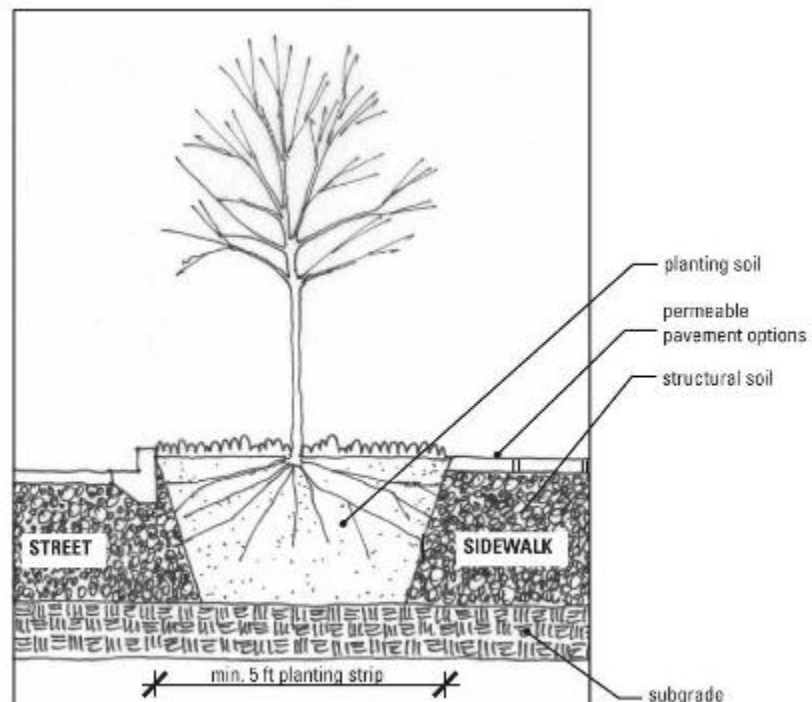
Example showing building set back 15 ft along public r-o-w to enhance a view corridor.

- d. A pathway connecting to the nearest public right-of-way is the preferred type of public access. (P)
- e. Physical access pathways shall be a minimum of ten feet clear width. (R)
- f. The use of pervious materials is recommended for pedestrian surfaces (including pathways and patios) to absorb stormwater runoff. Options include permeable interlocking unit pavers, porous concrete, or porous asphalt. (C)
- g. To prevent invasive weeds from colonizing along pathways in the shoreline buffer area, the design of any pathway shall include finished edges. Exposed gravel shoulders shall not be allowed in this area. Soil disturbance shall be minimized during construction and any disturbed soils shall be replanted consistent with native plant colonies in the immediate vicinity. (R)
- h. Signs shall be installed to indicate that the pathway is open to the public and the hours during which the public can access the pathway. (R)
- 2. Site Design.
 - a. Urban Green Streets and Urban Pathways.
 - i. Street Trees and Planting Strips.
 - A. Purpose.

To supplement the urban forest with new trees and planting as development and redevelopment occur.
 - B. New development shall include street trees, installed in planting strips located between the curb and sidewalk.

To promote tree health in order to gain the benefits associated with trees, consider opportunities when designing streets and sidewalks to provide as much uncompacted soil as possible. Designs shall allow for positive root growth using sustainable solutions that involve innovative means of structural support for the walking surface. (R)

- C. Planting strips shall be at least five feet wide and planted with ground cover or native grasses. (R)
- D. Native trees, such as evergreens, are encouraged when adequate space is available. (C)



ii. Urban Green Streets and Urban Pathways.

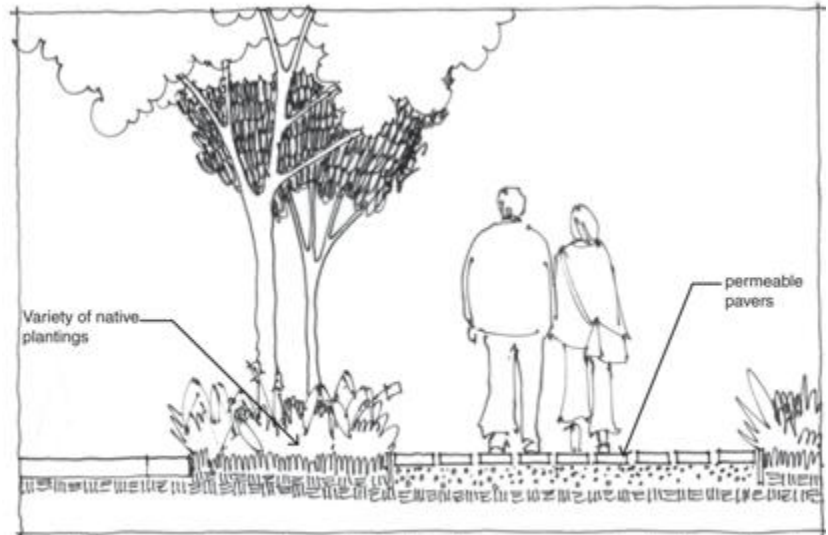
A. Purpose.

To have streets add to the environmental quality of the shoreline environment.

- B. Streets within the shoreline jurisdiction shall be planted with a variety of trees, shrubs and ground cover. (R)
- C. Techniques for capturing and filtering stormwater runoff shall be incorporated into the design of streets, sidewalks, planting strips, and pathways. (R)
- D. Permeable pavement options are encouraged on pedestrian surfaces. These may include permeable

interlocking unit pavers, porous concrete, or porous asphalt. (C)

- E. Alternatives to standard curbs and planting strips are encouraged to reduce concentrated storm water flowing into landscaped areas. (C)



Example of a "green street" incorporating a combination of ground cover, native grasses, shrubs and trees, along with permeable pavers in the sidewalk area and curbless street to aid stormwater conveyance and infiltration.

iii. Overlooks in Public Development.



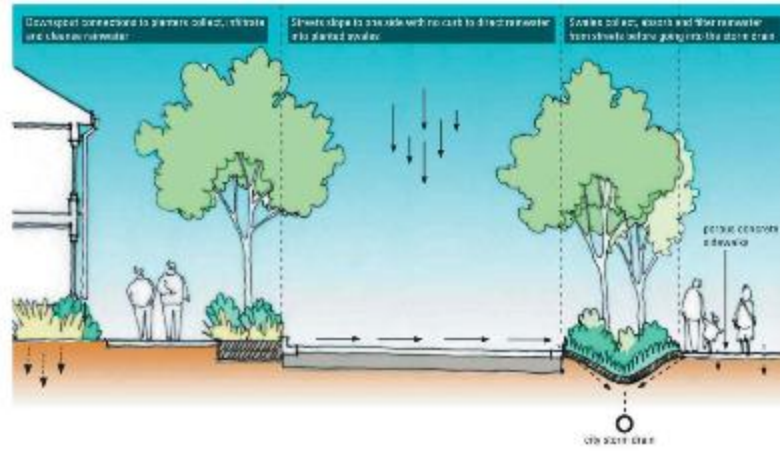
Example of an overlook provided as an extension of the sidewalk.

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

- A. Purpose.
To make the public aware of the rich history and environmental systems associated with the river and the shoreline.
 - B. Along streets, pathways or within public parks, overlooks should be provided where views of historic and aesthetic features or landmarks of the river are available. (C)
 - C. Methods, such as signs, should be used to describe aspects of the river, such as geology, hydrology, history, or native cultures. Interpretations can be literal (pictures and words) or symbolic (artwork, shapes, colors, inlays). (C)
- b. Overlooks in Private Development.
 - i. Purpose.
To encourage private development to incorporate features that help people understand the setting.
 - ii. Along pathways and public spaces, overlooks should be provided where views of the river are available. (C)
 - iii. Methods should be used to describe aspects of the river, such as geology, hydrology, history, or native cultures. Interpretations can be literal (pictures and words) or symbolic (artwork, shapes, colors, inlays). (C)
- c. Best Management Practices (BMP).
 - i. Purpose.
To encourage site design to make use of state of the art techniques.
 - ii. Site design shall reflect nationally recognized Best Management Practices with respect to paving, erosion control, infiltration and filtration, retention and detention, and surface water quality. (R)
 - iii. A shoreline construction site plan indicating how construction BMP's will be applied on shoreline sites during construction shall be required, pursuant to SMC 17E.060.260. (R)
- d. Low Impact Development (LID).
 - i. Purpose.
To encourage site design techniques that protects the environment and water resources by considering the site's pre-existing hydrologic conditions.
 - ii. A site plan and shoreline construction site plan shall be required that indicate ways of minimizing impact on existing features, pursuant to SMC 17G.060.070 and SMC 17E.060.260. (R)
 - iii. Site design consistent with LID principles is encouraged. Examples of LID techniques include site design to retain

existing trees and vegetation, impervious surface reduction, rain gardens, retention swales, permeable paving, green roofs, rain barrels, and downspout connections to planters. (C)



Techniques for capturing and filtering stormwater runoff - including curbside streets and swales as planting strips - in the design of streets, sidewalks, and building frontages.

B. Site Development.

1. Vegetation Conservation/Tree Preservation.

a. Purpose.

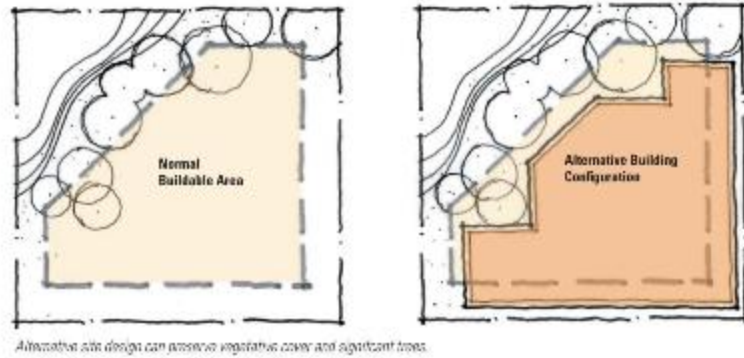
To maintain vegetative cover that holds slopes, filters run-off and provides habitat.

b. There shall be no net loss of vegetative cover within the shoreline jurisdiction. (R)

c. At least twenty-five percent of existing healthy "significant trees" (over six-inches in caliper) as identified by a qualified professional and shown on a shoreline construction site plan shall be retained when a site is developed. Design and construction methods shall ensure the protection and health of retained trees during construction. (R)

d. Within the designated shoreline buffers, native vegetation shall be preserved. Lawns shall not extend into this area. (R)

e. Vegetation that is removed for development purposes shall be replaced on site. Alternatively, if a qualified professional determines that is not feasible, the applicant shall contribute an amount equal to replacing the vegetation on site to a shoreline restoration fund to be used to restore identified restoration sites pursuant to the City of Spokane shoreline restoration plan. (R)



2. Clearing and Grading.

a. Purpose.

To carefully control the effects of land disturbance so that the natural systems immediately adjacent to the river are protected.

b. Site design shall identify measures to protect the shoreline buffer from disturbance both during construction and throughout occupancy. (R)

c. Limited removal of noxious species of non-native plants shall be allowed so that native species can thrive, pursuant to SMC 17E.060.270, Vegetation Replacement Plan. (R)

d. Altering the natural flow of water to the river shall not be allowed, except during construction to prevent the flow of sediments or chemicals into the river. (R)

C. Building Design.

1. Sustainability.

a. Purpose.

To encourage new development to embody sustainable features.

b. New development within the shoreline should be designed to reflect criteria for at least LEED Certification, if not higher. (C)

2. Green Roofs.

a. Purpose.

To encourage innovative, sustainable elements in new roofs.

b. New commercial development should consider the appropriateness of incorporating green roof technology as a possible option to capture, retain, and filter rainwater. (C)

3. Building/Shoreline Compatibility.

a. Purpose.

To ensure building design that complements and blends with the natural character of the shoreline environment.

b. Buildings shall incorporate a variety of features to reduce their bulk and scale. At least two of the following shall be employed (R):

i. Bay windows.

ii. Visible roofs such as pitched, sloped, curved, angled.

- iii. Deep off-sets of facades.
- iv. Projecting elements creating shadow lines.
- v. Terraces or balconies
- c. The upper floor(s) of building shall incorporate at least one of the following features (R):
 - i. A visible roof: Pitched, sloped, peaked, curved, angled.
 - ii. A stepping back of the top floor(s) by at least five feet.
 - iii. An overhanging roof form.
 - iv. A distinct change of materials on the upper floor(s).



Bay windows, pitched roofs, balconies and jogs in the facade help reduce the apparent bulk of a building to blend with the natural character of the shoreline environment.

D. Signs.

Signs within the shoreline jurisdiction shall be regulated pursuant to chapter 17C.240 SMC. (R)

Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

E. Lighting – Cut-off.

1. Purpose.

To prevent glare and spillover.

2. All site lighting, including parking lot lighting, shall be directed downward, using internal or external cut-off methods and must be contained on site.
(R)

Section 13. That SMC section 17E.060.820 is amended to read as follows:

17E.060.820 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Downtown District.

Section 17E.060.820 Standards and Guidelines Specific to the Downtown District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ((and Guidelines)) Specific to Shoreline Districts

Section 17E.060.820 ((Standards and Guidelines)) Design Standards Specific to the Downtown District

A. Shoreline Relationships – Human Activity.

1. Purpose.

To recognize that people's relationship to the river and anticipated uses in each district will inform the design of the built environment. Downtown is an intense urban environment where people and views of the falls create much of the interest in being there. New development along the riverfront that will facilitate desired activities is encouraged. These include shopping, dining, walking, biking, jogging, people watching, viewing the falls, and learning the stories of the river through interpretive displays.

2. Along the river, new buildings shall provide at least three of the following
(R):

- a. Outdoor seating or opportunities for outdoor dining.
- b. Building entry from the river side.
- c. Benches along pedestrian trail.
- d. Outdoor balconies.
- e. Public plaza with seating.
- f. Public viewpoint with interpretive signs (see SMC 17E.060.810(A)(2)(a)(iii), Overlooks and Public Development, and SMC 17E.060.810(A)(2)(b), Overlooks in Private Development).
- g. Public art.

- h. Opportunities for outdoor vending such as food or bicycle rental.



B. Streets, Sidewalks, and Trails – Pedestrian Pathways.

1. Purpose.

To result in an urban pathway design reflecting the form and intensity of adjacent development, as well as a higher level of pedestrian activity.

2. Pedestrian pathways shall be at least ten feet wide. (R)

3. Pedestrian pathways shall be lighted either from nearby buildings or from pedestrian-scaled fixtures. (R)

4. Seating should be provided at intervals. (C)

C. Site Design.

1. Landscape Character Protection.

a. Purpose.

To ensure that development along the shoreline enhances the natural character of the river and falls including its geologic features and native vegetation.

b. Parking and service areas shall be located so they are screened from views along the shoreline, from opposite shorelines, and from bridges. (R)

2. Pervious Plazas and Spaces.

a. Purpose.

To create a system of spaces integrated with the ecological systems of the shoreline.

b. Development shall include one or more of the following (R):

i. Open spaces.

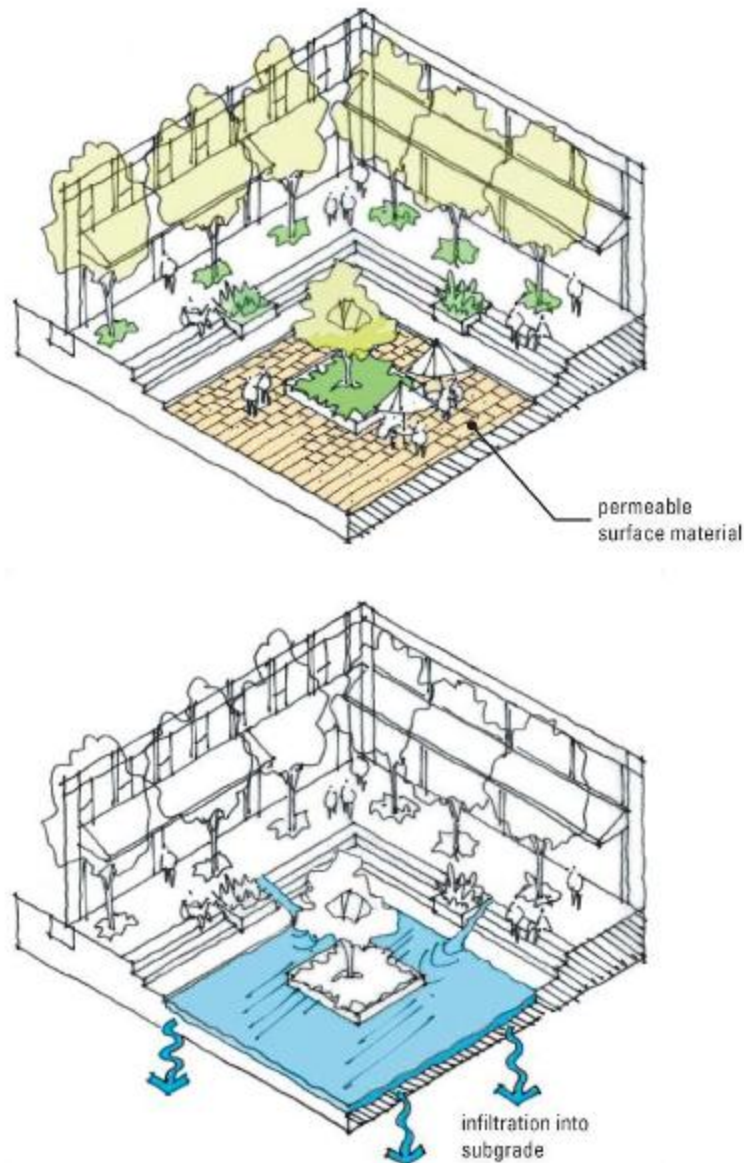
ii. Courtyards.

iii. Plazas.

iv. Forecourts; or

v. Other public spaces that allow for a seamless connection between streets and various uses.

- c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)



Plazas can be urban amenities that function as public gathering places and serve to hold, filtrate and cleanse stormwater overflow.

3. Impervious Surfaces.

a. Purpose.

To reduce stormwater runoff rates and volumes, while recognizing that the downtown area will have more intense development and more hard surfaces than other districts.

- b. New development shall include at least ten percent pervious surfaces. This may be accomplished by using one or a combination of the following (R):
 - i. At-grade planted areas.
 - ii. Permeable paving systems in pedestrian surfaces such as pedestrian walkways or plazas.
 - iii. Green roofs.
 - iv. Each existing significant tree (over six inches caliper and in good health) protected during design and construction may reduce the total required pervious surface requirement by one percent per tree. The required pervious surface shall not be reduced to less than five percent. For example, an applicant retaining two significant trees shall be required to provide eight percent pervious surfaces; an applicant retaining six significant trees shall be required to provide five percent pervious surfaces. Please note that all landscape requirements shall be met regardless of pervious surface requirements.
- c. Stormwater runoff from impervious surfaces shall be directed to treatment or detention areas. For non-pollution generating impervious surfaces (generally this includes most surfaces not traveled on by automobiles) this may include one or a combination of the following as approved by director of engineering services (R):
 - i. Stormwater planters.
 - ii. Tree box filters.
 - iii. Water features.
 - iv. Landscaped areas including swales or rain gardens.
 - v. Cistern for later on-site irrigation.

- vi. Other options as approved by engineering services.



Rain gardens with native plantings integrated into an urban streetscape

- d. Raised curbs are discouraged in parking lots so that stormwater runoff can drain naturally into City approved percolation areas rather than be directed into a concentrated flow. At grade curb alternatives to finished asphalt edges are encouraged. (C)
4. Planting Palette.
- a. Purpose.
To protect, enhance and restore native vegetation along the shorelines, while recognizing the more urban nature of vegetation in the downtown area.
 - b. It is recognized that within downtown, there will likely be a somewhat more manicured and formal use of plantings to frame buildings, streets and spaces. However, landscape designs that rely upon lawns requiring fertilizers and herbicides, or vegetation that is highly consumptive of water should be avoided. (C)

- c. Lawns should be limited to areas where a green walking surface is necessary and desirable, in picnic areas for example. Plants should be chosen for year round interest and grouped according to their water needs for good water efficiency. Drought tolerant species and native plantings are highly encouraged. Native trees, shrubs and groundcover plants should dominate the landscape. (C)

D. Building Design.

1. Character Related to the Setting.

a. Purpose.

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls, including its geologic features and native vegetation.

- b. The dramatic nature of the river and the falls define the image of downtown Spokane in a way unlike any other city. Therefore, new buildings should respect the importance of this magnificent and unique centerpiece by not attempting to compete with it visually. Buildings should be designed with respect to location, form and color, so that the river continues to be the emphasis. (C)

- c. Building facades should also incorporate elements that strengthen the natural setting, such as local stone, bay windows, fine-grained articulation, lower floors that frame public spaces, surrounding vegetation. The preference is to have buildings that seem like a built extension of rock, embankments, and outcroppings. (C)

2. Building Orientation.

a. Purpose.

To ensure that buildings along the shoreline have two public faces – one along the street, the other along the riverfront.

- b. While it is expected that buildings will be primarily oriented toward public streets, there shall also be features such as windows, secondary entries, balconies, and public spaces that are oriented to the river. (R)

3. Ground Floor Animation.

a. Purpose.

To ensure that buildings take advantage of their unique shoreline setting and contribute to the vitality and activity of downtown.

- b. The ground floor of buildings shall incorporate a combination of at least three of the following features (R):
 - i. Windows covering more than thirty percent of the ground level façade facing the shoreline.
 - ii. Windows covering more than thirty percent of the ground level façade facing the street.
 - iii. Masonry or stone covering the ground level façade and producing a “plinth” effect.
 - iv. Ground level details such as accent lighting, decorative medallions, and canopies.

- v. Sculpture, bas relief murals, art worked into paved surfaces.
- vi. Retail uses, such as cafes and restaurants, bike rental, and brew pubs.
- vii. Publicly accessible gardens, courtyards, or plazas.



E. Lighting – Dark Sky.

1. Purpose.

To reduce glare and spillover from lighting associated with parking lots or buildings.

- 2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)

Section 14. That SMC section 17E.060.830 is amended to read as follows:

17E.060.830 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Campus District.

Section 17E.060.830 Standards and Guidelines Specific to the Campus District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards ((and Guidelines)) Specific to Shoreline Districts

Section 17E.060.830 ((Standards and Guidelines)) Design Standards Specific to the Campus District

A. Shoreline Relationships – Human Activity.

1. Purpose.

To recognize that people's relationship to the river and anticipated uses in the Campus district will inform the design of the built environment. The Campus district is an area in which passive recreation is interwoven with academic, commercial, residential, and light industrial functions. New development along the riverfront should contribute to the campus-like setting, focus attention on the river as a community asset, and improve the natural aesthetics for recreational activities. These include rowing,

- bicycling, walking, observing birds/wildlife, and learning the stories of the river through interpretive displays.
- 2. New buildings shall provide at least two of the following waterward (R):
 - a. Outdoor seating areas.
 - b. Benches along pedestrian trail.
 - c. Outdoor balconies and decks.
 - d. Public plazas or courtyards with seating.
 - e. Public viewpoint with interpretive signs.
 - f. Public art.
- B. Streets, Sidewalks, and Trails – Pedestrian Pathways.
 - 1. Purpose.

To result in a pathway design reflecting the form and intensity of adjacent development, as well as the moderate level of pedestrian activity.
 - 2. Pedestrian pathways shall be at least ten feet wide. (R)
 - 3. Lighting shall be provided, either from nearby buildings or from pedestrian-scaled fixtures. (R)
 - 4. Seating should also be provided at intervals. (C)
- C. Site Design.
 - 1. Landscape Character Protection.
 - a. Purpose.

To protect, restore, and enhance the natural character of the river, including its geologic features and native vegetation.
 - b. Within the Campus district, it is expected that there will be a soft, more “naturalistic” approach to landscape design. Developments will be loosely arranged on the landscape, with a considerable amount of planting, including ground covers, understory, and trees. However, landscape designs that include large lawn areas requiring fertilizers and herbicides, or vegetation that is highly consumptive of water, should be avoided. (C)
 - c. Native vegetation should predominate. (C)
 - 2. Impervious Surfaces.
 - a. Purpose.

To recognize that the campus area will have more open development that can allow for pervious surfaces.
 - b. Development shall incorporate ways of capturing and filtering run-off so that when it reaches the river, it has been moderately cleaned. This shall be accomplished through creative designs of courtyards, greens, planting areas, parking lots, roof scuppers, and other features. New development shall achieve at least fifteen percent pervious surfaces on the site. The installation of “green roofs” can substitute for ground level treatment. (R)
 - 3. Pervious Surfaces.
 - a. Purpose.

To create a system of spaces integrated with the ecological systems of the shoreline.

- b. Development shall include one or more of the following (R):
 - i. Open spaces.
 - ii. Landscaped courtyards.
 - iii. Plazas.
 - iv. Greenways.
 - v. Pathways; or
 - vi. Other spaces that allow for a seamless connection between streets and various uses.
 - c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)
 - 4. Planting Palette.
 - a. Purpose.

To recognize the softer landscape of campus settings.
 - b. Native plant material is strongly encouraged, with non-natives being an occasional exception. Campus settings typically involve a more “natural” array of plantings, rather than a manicured or formal arrangement. However, there may be some locations where specimen trees and formal configurations of plantings are appropriate, such as framing a public space or a building entrance. (C)
 - 5. Rain Gardens.
 - a. Purpose.

To incorporate innovative methods of capturing and filtering run-off, as a part of the overall campus site design and landscaping.
 - b. Rain gardens should be integrated into planting strips along streets, as well as in public spaces and general landscaped areas. (C)
 - c. Rain gardens shall not be adjacent to or within parking lots if it is determined that they will harm the aquifer. (R)
- D. Building Design – Character Related to the Setting.
 - 1. Purpose.

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls including its geologic features and native vegetation.
 - 2. Building design should not attempt to compete with the natural beauty of the river and the shoreline. Buildings should incorporate materials and colors that will be restrained and blend with native rock and vegetation. (C)
- E. Lighting – Dark Sky.
 - 1. Purpose.

To reduce glare and spillover from lighting associated with parking lots or buildings.
 - 2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)
 - 3. Building walls shall not be washed with light, nor shall high intensity security lighting be used to flood an area with light. (R)

4. Parking lots shall be lighted with fixtures less than twenty two feet in height. Single, high masts with multiple fixtures shall not be allowed. (R)

Section 15. That SMC section 17E.060.840 is amended to read as follows:

17E.060.840 Environmental Standards; Shoreline Regulations; Article VIII. Design Standards and Guidelines Specific to Shoreline Districts; Standards and Guidelines Specific to the Great Gorge District.

Section 17E.060.840 Standards and Guidelines Specific to the Great Gorge District

Chapter 17E.060 Shoreline Regulations

Article VIII. Design Standards (~~(and Guidelines)~~) Specific to Shoreline Districts

Section 17E.060.840 (~~((Standards and Guidelines))~~) Design Standards Specific to the Great Gorge District

A. Shoreline Relationships – Human Activity.

1. Purpose.

To recognize that people's relationship to the river and anticipated uses in the Great Gorge district will inform the design of the built environment. The Great Gorge district is a rugged area of steep bluffs, fast water, native plants and wildlife. Passive recreational opportunities are interwoven with residential uses. New development along the riverfront that maintains the natural character of the river gorge as a backdrop for recreation activities is encouraged. These include walking, bicycling, fishing, kayaking, rafting, observing birds/wildlife, and learning the stories of the river through interpretive displays.

2. Along the river, new buildings shall provide at least two of the following (R):

- a. Outdoor seating areas.
- b. Benches along pedestrian trail.
- c. Outdoor balconies and decks.
- d. Public viewpoint with interpretive signs.
- e. Public art.

B. Streets, Sidewalks and Trails – Pedestrian Pathways.

1. Purpose.

To result in a pathway design, reflecting the mostly residential, lower intensity of adjacent development, as well as the modest level of pedestrian activity.

2. Pedestrian pathways shall be at least ten feet wide. (R)

C. Site Design.

1. Landscape Character Protection.

a. Purpose.

To protect, restore, and enhance the natural character of the river including its geologic features and native vegetation.

- b. Within the Great Gorge district, it is expected that there will be a very soft, open, informal, “naturalistic” approach to landscape design that reinforces the shoreline environment. Developments will be loosely arranged on the landscape, with a considerable amount of planting, including ground covers, understory, and trees. Landscape designs that include large lawn areas requiring fertilizers and herbicides, or vegetation that is highly consumptive of water should be avoided. (C)
 - c. Native vegetation should predominate. (C)
 - d. If buildings require exposed pilings for support on hillsides, the ground under the building shall be planted with shade tolerant plantings. Exposed soil shall not be allowed. (R)
 - e. Exposed pilings should be colored to blend with native rock and the pilings and open space should be screened by tall vegetation. (C)
- 2. Impervious Surfaces.
 - a. Purpose.

To recognize that the Great Gorge area will have more open development that can allow for more pervious surfaces.
 - b. Development shall incorporate ways of capturing and filtering run-off so that when it reaches the river, it has been moderately cleaned. This shall be accomplished through creative designs of courtyards, greens, planting areas, parking lots, and roof scuppers and other features. Generally, new development shall attempt to achieve at least twenty percent pervious surfaces on the site. The installation of “green roofs” can substitute for ground level treatment. (R)
- 3. Pervious Surfaces.
 - a. Purpose.

To create a system of spaces integrated with the ecological systems of the shoreline.
 - b. Development shall include one or more of the following (R):
 - i. Open spaces.
 - ii. Landscaped courtyards.
 - iii. Greenways.
 - iv. Pathways; or
 - v. Other spaces that allow for a seamless connection between streets and various uses.
 - c. Surfacing of these spaces shall allow for the capture of rainwater and filtration into a natural cleansing system of vegetation and sub-grade materials. (R)
- 4. Planting Palette
 - a. Purpose.

To recognize the dramatic natural landscape of the Great Gorge setting.
 - b. Native plant material is strongly encouraged. Non-native, ornamental trees requiring large amounts of water and maintenance are strongly discouraged. Landscape designs should reflect a “natural” array of

plantings, rather than a manicured or formal arrangement. However, there may be a few locations where specimen trees and formal configurations of plantings are appropriate, such as framing a public space or a building entrance. (C)

5. Rain Gardens.

a. Purpose.

To incorporate innovative methods of capturing and filtering run-off.

b. Rain gardens should be integrated into planting strips along streets, as well as in exterior landscaped spaces. (C)

c. Rain gardens shall not be adjacent to or within parking lots if it is determined that they will harm the aquifer. (R)



swale/rain garden



Cistern for on-site irrigation



green roof



permeable paving system

D. Building Design – Character Related to the Setting.

1. Purpose.

To ensure that new buildings are complementary or visually subordinate to the natural splendor of the river and falls, including its geologic features and native vegetation.

2. Building design should not attempt to compete with the natural beauty of the river and the shoreline. It is expected that buildings will incorporate materials and colors that will be restrained and blend with native rocks and vegetation. (C)
- E. Lighting – Dark Sky.
1. Purpose.
To reduce glare and spillover from lighting associated with parking lots or buildings.
 2. All lighting shall be directed downwards, with cut-off designs that prevent light from being cast horizontally or upward. (R)
 3. Building walls shall not be washed with light, nor shall high intensity security lighting be used to flood an area with light. (R)
 4. Parking lots shall be lighted with fixtures less than 22 feet in height. Single, high masts with multiple fixtures shall not be allowed. (R)

Section 16. That SMC section 17E.060.380 is amended to read as follows:

17E.060.380 Environmental Standards; Shoreline Regulations; Article V. General Requirements for Shoreline Use and Modifications: Part III. Nonconforming Shoreline Situations; Nonconforming Uses and Structures.

Section 17E.060.380 Nonconforming Uses and Structures

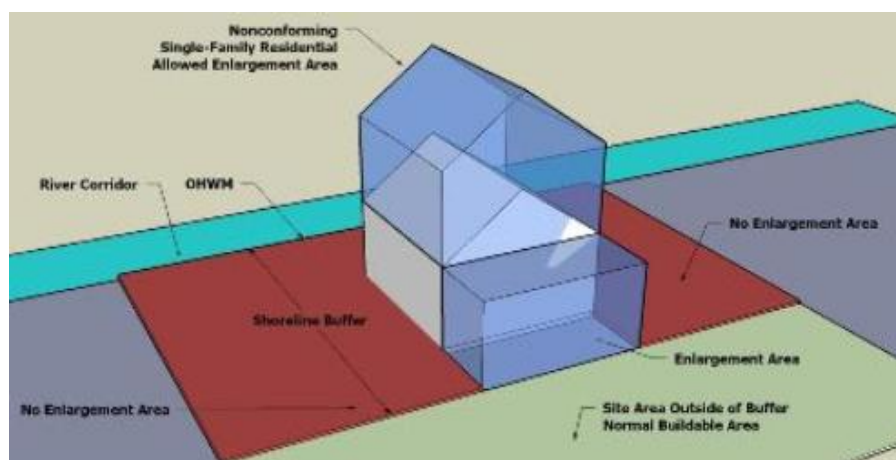
A. Definition.

Nonconforming development is a shoreline use or structure that was lawfully constructed or established prior to the effective date of the Act, the SMP, or these shoreline regulations, or amendments thereto, but which does not conform to present regulations or standards of these shoreline regulations or the policies of the Act.

- B. In accordance with the requirements of this section, structures that were legally established prior to the SMP or these shoreline regulations, or amendments thereto, and are used for a conforming use but which are nonconforming with regard to setbacks, buffers or yards, area, bulk, height, or density may be maintained and repaired and may be enlarged or expanded provided that said enlargement does not increase the extent of nonconformity by further encroaching upon or extending into areas where construction or use would not be allowed for new development or uses.
- C. A nonconforming structure which is moved any distance must be brought into conformance with the applicable shoreline regulations and the Act.
- D. If a nonconforming structure is damaged to an extent not exceeding seventy-five percent of the replacement cost of the original structure, it may be reconstructed to those configurations existing immediately prior to the time the structure was damaged, provided that application is made for the permits necessary to restore

the structure within six months of the date the damage occurred, all permits are obtained, and the restoration is completed within two years of permit issuance, except that nonconforming single-family residences, manufactured homes, and mobile homes may be reconstructed regardless of the extent of damage so long as application is made within the times required by this subsection.

- E. The replacement, expansion, or enlargement of nonconforming residential buildings (including single-family residences, manufactured homes, and mobile homes) shall achieve no net loss of shoreline ecological functions pursuant to SMC 17E.060.210 and adhere to the mitigation sequencing requirements in SMC 17E.060.220.
- F. Existing nonconforming residential buildings may be replaced within the existing footprint upon approval of a shoreline substantial development permit.
- G. For the replacement of manufactured homes and mobile homes, a greater building footprint than existed prior to replacement may be allowed in order to accommodate the conversion of single-wide manufactured homes to ~~((double-wide))~~ double-wide manufactured homes, upon approval of a shoreline conditional use permit.
- H. Existing nonconforming single-family residences may be enlarged or expanded in conformance with applicable bulk and dimensional standards upon approval of a shoreline conditional use permit and by conformance with the following requirements:
 - 3. An expansion or enlargement to the main structure or the addition of a normal appurtenance as defined in WAC 173-27-040(2)(g) and chapter 17A.020 SMC, Definitions, to the main structure shall only be accomplished by addition of space:
 - a. above the main structure's building footprint; and/or
 - b. onto or behind that side of the main structure which is the farthest away from the ordinary high-water mark.



Spokane Municipal Code Amendment

Sections 17A.020.040, 17A.020.060, 17E.060.110, 17E.060.150, 17E.060.290, 17E.060.300, 17E.060.340, 17E.060.690, 17E.060.770, 17E.060.790, 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and 17E.060.380

2. If the requirements in SMC 17E.060.380((F))H((3))1(a) and (b) cannot be accomplished without causing significant harm to shoreline vegetation or other shoreline ecological functions, the director may require additional site analysis to determine if an alternative location for the expansion or enlargement of the structure is feasible.
- I. Existing residential buildings have a change in use to another legal, conforming use shall conform to the buffer and structure setback requirements and all other requirements of the entire SMP and Title 17C SMC, Land Use Standards.
- J. A use which is listed as a conditional use but which existed prior to adoption of these shoreline regulations or any amendment thereto, and for which a conditional use permit has not been obtained, shall be considered a nonconforming use.
- K. A structure for which a variance has been issued shall be considered a legal nonconforming structure, and the requirements of this section shall apply as they apply to preexisting nonconformities.
- L. A structure which is being or has been used for a nonconforming use shall not be used for a different nonconforming use, except as provided below, and only upon the approval of a shoreline conditional use permit.
 1. No reasonable alternative conforming use is practical.
 2. The proposed use will be is as consistent with the policies and provisions of the Act and these shoreline regulations and as compatible with the uses in the area as the preexisting use; and
 3. In addition, such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of these shoreline regulations and the policies in the Act and to assure that the use will not become a nuisance or a hazard.
- M. If a nonconforming use is discontinued for twelve consecutive months or for twelve months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming.
- N. An undeveloped lot, tract, parcel, site, or division of land which was established in accordance with local and state subdivision requirements prior to the effective date of the Act or the applicable shoreline regulations but which does not conform to the present lot size standards may be developed if permitted by other land use regulations of the City so long as such development conforms to all other requirements of the applicable shoreline regulations and the Act.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

SHORELINE MASTER PROGRAM PERIODIC REVIEW

Periodic Review Checklist

This document is intended for use by counties, cities and towns subject to the Shoreline Management Act (SMA) to conduct the “periodic review” of their Shoreline Master Programs (SMPs). This review is intended to keep SMPs current with amendments to state laws or rules, changes to local plans and regulations, and changes to address local circumstances, new information or improved data. The review is required under the SMA at [RCW 90.58.080\(4\)](#). Ecology’s rule outlining procedures for conducting these reviews is at [WAC 173-26-090](#).

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2019 that may trigger the need for local SMP amendments during periodic reviews.

How to use this checklist

See the associated *Periodic Review Checklist Guidance* for a description of each item, relevant links, review considerations, and example language.

At the **beginning of the periodic review**, use the review column to document review considerations and determine if local amendments are needed to maintain compliance. See WAC 173-26-090(3)(b)(i).

Ecology recommends reviewing all items on the checklist. Some items on the checklist prior to the local SMP adoption may be relevant.

At the end of your review process, use the checklist as a final summary identifying your final action, indicating where the SMP addresses applicable amended laws, or indicate where no action is needed. See WAC 173-26-090(3)(d)(ii)(D), and WAC 173-26-110(9)(b).

Local governments should coordinate with their assigned [Ecology regional planner](#) for more information on how to use this checklist and conduct the periodic review.

Prepared By	Jurisdiction	Date
Melissa Wittstruck and Amanda Beck	City of Spokane	March 2021

Row	Summary of change	Review	Action
2019			
a.	OFM adjusted the cost threshold for building freshwater docks.	SMC Section 17E.060.300 item B-8 outlines the cost threshold for a permit exemption when building a freshwater dock.	<p>Amend the section to reflect the new dollar thresholds and periodic cost reviews referred to in ECY requirements:</p> <p>(XX) Construction of a dock, including a community dock, designed for pleasure craft only, for the private noncommercial use of the owner, lessee, or contract purchaser of single-family and multiple-family residences. A dock is a landing and moorage facility for watercraft and does not include recreational decks, storage facilities or other appurtenances. This exception applies if:</p> <p>(i) In fresh waters the fair market value of the dock does not exceed:</p> <p>(A) twenty-two thousand five hundred dollars (\$22,500) for docks that are constructed to replace existing docks, are of equal or lesser square footage than the existing dock being replaced; or</p> <p>(B) Eleven thousand two hundred (\$11,200) dollars for all other docks constructed in fresh waters.</p> <p>However, if subsequent construction occurs within five years of completion of the prior construction, and the combined fair market value of the subsequent and prior construction exceeds the amount specified above, the subsequent construction shall be considered a substantial development for the purpose of this chapter.</p>

b.	The Legislature removed the requirement for a shoreline permit for disposal of dredged materials at Dredged Material Management Program sites (<i>applies to 9 jurisdictions</i>)	Not applicable.	Spokane is not one of the 9 jurisdictions - Not Applicable Finding of Adequacy
c.	The Legislature added restoring native kelp, eelgrass beds and native oysters as fish habitat enhancement projects.	Not Applicable.	This applies to marine waters. Spokane has no marine appellation waters. Not applicable. Finding of Adequacy
2017			
d.	OFM adjusted the cost threshold for substantial development to \$7,047.	SMC subsection 17E.060.290(C) outlines the cost threshold requiring a substantial development permit.	Amend cost threshold in SMC 17E.060.290(C). Further amend this section to reference statute, including reference to period of review/consideration for inflation. “Substantial developments include any development with which the total cost or fair market value, whichever is higher, does exceed <u>seven thousand forty seven dollars (\$7,047)</u> or the adjusted amount per WAC 173-27-040”
e.	Ecology permit rules clarified the definition of “development” does not include dismantling or removing structures.	“Development” is defined as “Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.” SMC 17A.020.040 “D” Definitions.	Adopt the ECY definition of development, specific to shorelines in SMC Chapter 17A.020, Section 17A.020.040 “D”. “Development” for shoreline regulations shall be defined by WAC 173-27-030(6) as amended to read “Development” means a use consisting of the construction or exterior alteration of structures; dredging; drilling; dumping; filling; removal of any sand, gravel, or minerals; bulkheading; driving of piling; placing of obstructions; or any project of a permanent or temporary nature which interferes with the normal public use of the surface of the waters overlying lands subject to the act at any stage of water level. “Development” does not include dismantling or removing

			structures if there is no other associated development or re-development.
f.	Ecology adopted rules clarifying <u>exceptions</u> to local review under the SMA.	Those exceptions (a new creation) adopted by the State do not exist under SMC Section 17E.060.300. The City of Spokane has "exemptions."	<p>Added a new clause to 17E.060.300(C) Exceptions as consolidated by WAC 173-27-044, in SMC Section 17E.060.300</p> <p>(XX) Developments not required to obtain shoreline permits or local reviews. Amend 17E.060.300 to clarify exemptions and exceptions. Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Shoreline Management Act do not apply to the following:</p> <ul style="list-style-type: none"> (i) Remedial actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to chapter 70.105D RCW, or to the department of ecology when it conducts a remedial action under chapter 70.105D RCW. (ii) Boatyard improvements to meet NPDES permit requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet requirements of a national pollutant discharge elimination system storm water general permit. (iii) WSDOT facility maintenance and safety improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a

			<p>substantial development permit, conditional use permit, variance, letter of exemption, or other local review.</p> <p>(iv) Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.</p> <p>(v) Projects authorized through the Energy Facility Site Evaluation Council process, pursuant to chapter 80.50 RCW.</p>
g.	Ecology amended rules clarifying permit filing procedures consistent with a 2011 statute.	SMC Section 17G.060.210 is consistent with the 2011 statute.	No action. Finding of Adequacy
h.	Ecology amended forestry use regulations to clarify that forest practices that only involves timber cutting are not SMA “developments” and do not require SDPs.	According to the Article V Part V, SMC Section 17E.060.510: “Forest practices are not presently conducted within the shorelines, nor are they an anticipated activity within the shoreline jurisdiction.”	No action Finding of Adequacy
i.	Ecology clarified the SMA does not apply to lands under exclusive federal jurisdiction .	It is not necessary to amend the SMP.	No action. Finding of Adequacy.
j.	Ecology clarified “default” provisions for nonconforming uses and development .	City of Spokane has adopted its own nonconforming use provisions under SMC Section 17E.060.380.	No action. Finding of Adequacy.
k.	Ecology adopted rule amendments to clarify the scope and process for conducting periodic reviews .	No periodic review procedures.	No action. Finding of Adequacy.
l.	Ecology adopted a new rule creating an optional SMP amendment process that allows for a shared local/state public comment period.	City of Spokane Amendment procedure already includes WAC 173-26-090 to WAC 173-26-160.	Amend SMC Section 17E.060.110(A) to strikethrough WAC 173-26-090 to WAC 173-26-160 and insteas cross-reference WAC 173-26. Finding of Adequacy with citations.

m.	Submittal to Ecology of proposed SMP amendments.	SMC does not include SMP submittal process. SMC 17E.060.110 cites WAC 173-26 consistency for amendments.	No action and Finding of Adequacy with citation.
2016			
a.	The Legislature created a new shoreline permit exemption for retrofitting existing structure to comply with the Americans with Disabilities Act .	SMC Section 17E.060.300 includes by reference RCW 90.58 which states that permits fulfilling ADA requirements are exempt.	No Action. Finding of Adequacy with citations.
b.	Ecology updated wetlands critical areas guidance including implementation guidance for the 2014 wetlands rating system.	SMC Section 17E.070 includes ecology updated critical areas guidance including implementation guidance for the 2014 wetlands rating system. Section 17E.070.020 amends that wetlands are designated in accordance with the most current edition of the federal wetland delineation manual and applicable regional supplements.	No Action Finding of Adequacy with citations.
2015			
a.	The Legislature adopted a 90-day target for local review of Washington State Department of Transportation (WSDOT) projects.	Optional amendment.	No action. Finding documenting the optional provision.
2014			
a.	The Legislature created a new definition and policy for floating on-water residences legally established before 7/1/2014.	According to SMC Section 17E.060.570(F): "Over-Water residences shall be prohibited."	Not applicable. No action - Spokane does not have floating on water residences . Finding of Adequacy with citations.
2012			
a.	The Legislature amended the SMA to clarify SMP appeal procedures .	No SMP appeal procedure.	No action And Finding of Adequacy.

2011			
a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved federal wetland delineation manual .	SMC Section 17E.070.030 outlines the requirement for wetland delineation to use the Federal Manual for Identifying and Delineating Jurisdictional Wetlands.	No action. Finding of Adequacy supported by citation and ECY correspondence.
b.	Ecology adopted rules for new commercial geoduck aquaculture .	City of Spokane does not have saltwater shorelines.	Not applicable. No action. Finding of Adequacy – cite no saltwater shorelines.
c.	The Legislature created a new definition and policy for floating homes permitted or legally established prior to January 1, 2011.	According to SMC Section 17E.060.570(F): “Over-Water residences shall be prohibited.”	Not applicable. No action – Spokane does not have floating homes . Finding of Adequacy with citations.
d.	The Legislature authorizing a new option to classify existing structures as conforming .	SMC 17E.060.380 identifies nonconforming structures as allowed but does not allow them to increase their extent of nonconformity.	No action. Finding of Adequacy – supported by SMC citation.
2010			
a.	The Legislature adopted Growth Management Act – Shoreline Management Act clarifications .	SMC Section 17E.060.170 includes RCW 90.58 and associated WACs by reference. All provisions for critical areas in the SMC that are not consistent with the RCW and WAC are void.	No action. Finding of Adequacy – supported by SMC citation.

2009

a.	The Legislature created new “relief” procedures for instances in which a shoreline restoration project within a UGA creates a shift in Ordinary High Water Mark.	SMC does not include a provision for restoration project and relief from shoreline regulations that precludes a land owner from using their property for its intended use. (X) The [CITY] may grant relief from shoreline master program development standards and use regulations resulting from shoreline restoration projects within urban growth areas consistent with criteria and procedures in WAC 173-27-215. Local governments may want to include this option in local SMPs – though the process may be used even if the provision is not in the SMP.	No Action. Finding of Adequacy. The provision is optional and available without adoption.
b.	Ecology adopted a rule for certifying wetland mitigation banks .	SMC Section 17E.070.140 allows mitigation banking.	No action. Finding of Adequacy.
c.	The Legislature added moratoria authority and procedures to the SMA.	Moratoria procedures are not required to be include in the SMP, the statute itself can be relied upon.	No action. Finding of Adequacy.

2007

a.	The Legislature clarified options for defining "floodway" as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	SMC Section 17A.020.060 adopts the associated RCW and its definition of floodway by references.	No action. Finding of Adequacy – supported by SMC citation.
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b.	Ecology amended rules to clarify that comprehensively updated SMPs shall include a list and map of streams and lakes that are in shoreline jurisdiction.	Maps are included in the SMC in Section 17E.060.060.	No action. Finding of Adequacy – supported by SMC citation. No new streams or lakes within shoreline jurisdiction.
c.	Ecology’s rule listing statutory exemptions from the requirement for an SDP was amended to include fish habitat enhancement projects that conform to the provisions of RCW 77.55.181.	SMC Section 17E.060.300 includes, by reference, exemptions under WAC 173-27-040.	No action. Finding of Adequacy – supported by SMC citation.

Additional amendments

Modify this section, as needed, to reflect additional review issues and related amendments. The summary of change could be about Comprehensive Plan and Development regulations, changes to local circumstance, new information, or improved data.

SMP section	Summary of change	Review	Action
	Conflict between Boating Facilities and Water-Enjoyment Recreational Facilities for launch ramps in WWTP Environment.	17E.060, Primary Use Table.	In Section 17E.060.690 Table 17E.060-04, Shoreline Primary Uses – change “recreational development > water enjoyment recreation” in the Wastewater Treatment Plan Environment from “N” to “CU.”
Section 17E.060.340, Article IV: Shoreline Design Review	Delete section in total (A and B) to better align with Design Review board procedures.	SMC Chapter 17G.060, Land Use Application Procedures, Sections 17G.060.030, 17G.060.040, and 17G.060.060 provide design review board process that shoreline design review is subject to.	Repeal Section 17E.060.340 Shoreline Design Review, subsections(A) Design Review Process and (B) Administrative Design Review as in Summary of Change.

SMP Section	Summary of change	Discussion
SMC Sections 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, and 17E.060.840, Article VIII: Design Standards and Guidelines to Shoreline Districts	Strikethrough use of “and guidelines” in all five sections of the SMC, and where applicable “design criteria” is used instead. The Downtown, Campus, and Great Gorge shoreline districts are subject to the shoreline design standards in addition to the underlying design standards in Title 17C. The Downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C as well.	Strikethrough “and guidelines” and amend to “design criteria” as documented in Summary of Change.
SMC Section 17A.020.040 “D” Definitions	The “D” definitions were amended to strikethrough “design guidelines” with “design criteria” in subsections 17A.020.040(L) and (O).	For SMC document consistency with the above change the “D” definitions were updated to “design criteria” as well.
SMC Section 17E.060.770, Table 17E.060-5 Development Standards	Strikethrough “and Guidelines” in addition to striking all references to “guidelines.” The Downtown, Campus, and Great Gorge shoreline districts are subject to the shoreline design standards in addition to the underlying design standards in Title 17C. The Downriver, Latah Creek, and Upriver Districts are subject to the underlying design standards in Title 17C as well.	Table 17E.060-05 amends guidelines by striking or using standards: “Tall Building Design Guidelines Standards.” This provides SMC document consistency. All other use of “guidelines” in the document is not in reference to “design guidelines.”
SMC Section 17.060.790	Strikethrough “and Guidelines” in cross-reference to Section Article VIII, Design Standards and ((Guidelines)) Specific to Shoreline Districts	This provides SMC document consistency. All other use of “guidelines” in the document is not in reference to “design guidelines.”
Section 17E.060.150 Reference to Plans, Regulations, or Information Sources	Strikethrough and amend to: “Where the shoreline regulations reference any RCW, WAC, or other local, state, or federal law or regulation, or any source of information, the most recent <u>adopted</u> amendment or <u>adopted</u> current edition shall apply.”	Apply limiter language to the references of new sources of information to clarify that only promulgated sources will be accepted as sources to be relied on for decision points.

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

FINDINGS OF FACT:

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.


- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

CONCLUSIONS:

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

RECOMMENDATION:

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.


Todd Beyreuther (Mar 2, 2021 16:48 PST)

Todd Beyreuther, President
Spokane Plan Commission
March 3, 2021



Plan Commission Findings-ConclusionsFinal - SMP Periodic Review.20210301

Final Audit Report

2021-03-03

Created:	2021-03-02
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADlgaPu4U6KXGgl61qQXuRuZxkKMbYt3Q

"Plan Commission Findings-ConclusionsFinal - SMP Periodic Review.20210301" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2021-03-02 - 11:40:12 PM GMT- IP address: 73.83.158.109
-  Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature
2021-03-02 - 11:40:27 PM GMT
-  Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)
2021-03-03 - 0:46:44 AM GMT- IP address: 107.77.205.67
-  Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2021-03-03 - 0:48:48 AM GMT - Time Source: server- IP address: 107.77.205.67
-  Agreement completed.
2021-03-03 - 0:48:48 AM GMT

SMP Periodic Review Comment Record December 22, 2020 - February 5, 2021

DATE	Source	Contact Information	Comment	Reference	City Response	Action Taken
12/28/2020	Spokane Tribe of Indians	Randy Abrahamson Tribal Historic Preservation Officer PO Box 100 Wellpinit, WA 99040	Re: SEPA Spokane Tribe use of this area was extensive prior to Euro-Americans. Recommendation is case by case review on each project & may require cultural surveys or monitoring.	Non-specific	Acknowledged receipt of letter.	No action required. Comment documented.
12/28/2020	Department of Ecology Water Quality Program	Diana Washington 509-325-3519; diana.washington@ecy.wa.gov	Re: SEPA Concern Period Review would affecting Discharge Permitting, impacts to river. WQP has no comment.	Not Applicable	Discussed over the phone that Review focused on compliance with State changes, not affecting Discharge Permitting.	No action required. Comment documented.
1/6/2021	Spokane Tribe of Indians	Randy Abrahamson Tribal Historic Preservation Officer PO Box 100 Wellpinit, WA 99040	Re: 30-day Joint Comment Period Recommend case by case review; may require cultural surveys or monitoring.	Non-specific	Acknowledged receipt of letter.	No action required. Comment documented.
1/12/2021	Upper Columbia United Tribes	Marc Gauthier 509-795-9714; blackriverpro@hotmail.com	Re: 30-day Joint Comment Period Wildlife biologist, concerned Period Review altered the ecological baseline, thinks ecosystem approach more appropriate.	Non-specific	Discussed over the phone that Review has narrow scope and does not alter ecological baseline. Referred to 2030 Comprehensive SMP Update.	No action required. Comment documented.
1/22/2021	Avista	Robin Bekkedahl robin.bekkedahl@avistacorp.com 1411 E Mission Ave MSC-21 Spokane, WA 99202	RE: 30-day Joint Comment Period Senior Enviro Scientist, SMC 17C.060.300(B) should be updated with current OFM \$ amount. The new threshold was effective September 2, 2017 and outlined in RCW 90.58.030(3)(e).	Draft SMP Text & ECY Checklist	Noted via email in response to open house that the City would coordinate with Ecology.	Revised all sections of draft SMP Text to reflect current OGM amount.
2/4/2021	Washington Department of Fish & Wildlife	Leslie King Leslie.King@dfw.wa.gov 2315 N Discovery Place Spokane Valley, WA 99216	RE: 30-day Joint Comment Period DFW Habitat Biologist, Priority Habitats and Species (PHS) publications finalized in Dec. 2020. DFW looks forward to working with City to ensure that future updates of the SMP include PHS Best Available Science.	Draft SMP Text & ECY Checklist	Discussed over the phone that the SMP addresses updates to BAS and management recommendations.	No action required. Consulted City staff T. Black and T. Palmquist for review of 17E.060.150 Reference to Plans, Regulations, or Information Sources.



**Spokane Tribe of Indians
Tribal Historic Preservation Officer**

P.O Box 100 Wellpinit WA 99040

December 28, 2020

To: Melissa Wittstruck, Planner

RE: Shoreline Master Program Periodic review 2020

Ms. Wittstruck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project. The intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

As you know that the Spokane Tribe use of these area's was extensive in years prior to arrival of euro- Americans clearly the Spokane area was a great place of cultural and economic importance to our tribe.

Recommendation: Case by Case review on each project and may require cultural surveys or monitoring.

Should additional information become available our assessment may be revised.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4222.

Most kind,

Randy Abrahamson
Tribal Historic Preservation Officer (T.H.P.O.)

From: [Wittstruck, Melissa](#)
To: [Meuler, Louis](#)
Cc: [Black, Tirrell](#)
Subject: Ecology msg DWashington
Date: Tuesday, December 29, 2020 9:47:19 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Louis –

I just spoke with Diane at Ecology. She was looking for more context around the SMP Periodic Review checklist and the scope of the proposed amendments. I outlined the narrow scope of the Periodic Review, which is confined to reaching City SMP compliance with changes at the State level in SMA. Ms. Washington manages the City wastewater permits for Ecology (effluent start point to treatment facility). She stated that due to the narrow scope of meeting compliance she has no comment on the SMP Periodic Review SEPA checklist as submitted for review.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.



**Spokane Tribe of Indians
Tribal Historic Preservation Officer**

P.O Box 100 Wellpinit WA 99040

January 6, 2021

To: Melissa Wittstruck, Planner

RE: Joint State-City Shoreline Master Program

Ms., Wittstruck,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project. The intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

As you know that the Spokane Tribe use of these area's was extensive in years prior to arrival of euro- Americans clearly the Spokane area was a great place of cultural and economic importance to our tribe.

Recommendation: Case by Case review on each project and may require cultural surveys or monitoring.

Should additional information become available our assessment may be revised.

Again, thank you for this opportunity to comment and consider this a positive action that will assist in protecting our shared heritage.

If questions arise, please contact me at (509) 258 – 4222.

Regards,

Randy Abrahamson
Tribal Historic Preservation Officer (T.H.P.O.)

From: [Wittstruck, Melissa](#)
To: [Wittstruck, Melissa](#)
Subject: 1/12 UCUT Marc Gautier phone call - SMP PR
Date: Tuesday, January 12, 2021 1:36:02 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

I returned a call to Mark Gauthier, UCUT wildlife biologist, this morning at 10 AM. Marc has not yet prepared comments on the SMP PR documents but wanted to check in on the project scope as well as future City of Spokane SMP update (more extensive). We discussed the narrow scope of the current periodic review (seeking compliance with state legislative changes). Also the opportunity to address broader concerns from the wildlife biologist purview for future efforts being welcome comments as well. I emphasized the invitation to broadly disseminate the online project page links and proposed scheduling for the city periodic review to his professional community and interested personal contacts. I explained that the 30-day public comment period is joint with city and state.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Bromley, Lauren \(ECY\)](#)
To: [Wittstruck, Melissa](#); [Sikes, Jeremy \(ECY\)](#)
Cc: [Palmquist, Tami](#); [Brast, Ali](#)
Subject: RE: [External] FW: 1/21 Shoreline Joint Workshop - PC Shoreline public comment question. Exemption \$
Date: Monday, January 25, 2021 9:56:31 AM
Attachments: [image008.png](#)
[image009.png](#)
[image010.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning Melissa,

The most current dollar amount, as adjusted by OFM, can indeed be applied without a formal change to an SMP. When OFM publishes the new amounts within the State Register, the new dollar amounts become effective regardless of the language in an SMP. The current dollar amount went into effect on September 2, 2017. We still suggest that the dollar amount be changed universally throughout the SMP text during the amendment process for clarity.

Please let me know if you have additional questions.

Thank you,

Lauren Bromley

Shoreline Planner | WA Department of Ecology | Shorelands & Environmental Assistance
Eastern Region, 4601 N. Monroe Street, Spokane, WA 99205
Work: (509) 329-3550 | Mobile: (509) 220-7750 | lauren.bromley@ecy.wa.gov

“The birds have vanished into the sky and now the last cloud drains away. We sit together the mountain and me, until only the mountain remains.” - **Li Po**



To conserve paper please don't print this e-mail unless you really need to.

This communication is a public record and may be subject to disclosure as per the Washington State Public Records Act, RCW 42.56.

From: Wittstruck, Melissa <mwittstruck@spokanecity.org>
Sent: Friday, January 22, 2021 11:08 AM
To: Sikes, Jeremy (ECY) <JSIK461@ECY.WA.GOV>
Cc: Bromley, Lauren (ECY) <labr461@ECY.WA.GOV>; Palmquist, Tami <tpalmquist@spokanecity.org>; Brast, Ali <abrast@spokanecity.org>
Subject: FW: [External] FW: 1/21 Shoreline Joint Workshop - PC Shoreline public comment question. Exemption \$

THIS EMAIL ORIGINATED FROM OUTSIDE THE WASHINGTON STATE EMAIL SYSTEM - Take caution not to open attachments or links unless you know the sender AND were expecting the attachment or the link

Good morning!

Robin Bekkedahl, Avista, sent a question this morning regarding exemption dollar amounts in SMC 17E.060.300(B). Please see the email chain below. Robin is wondering if Spokane can use the current OFM amount allowed (instead of what we have listed now) and then go forward from the amendment date with OFM adjustment. This seems reasonable as the 2017 legislative change amount on the Checklist for cost threshold for substantial development is \$7,047.

Staff worked with this by amending to exceeds, and referencing the statute in **Article IV 17E.060.290(C)** previous sections with the same intent of updating the base and using OFM inflation adjustment going forward. I think we might have missed an opportunity to do the same in the section Robin is questioning, SMC 17E.060.300(B).

Reference to proposed amendment:

[Title 17E](#) Environmental Standards

[Chapter 17E.060](#) Shoreline Regulations

Article IV. Shoreline Permits and Exemptions

[Section 17E.060.290](#) Shoreline Substantial Development Permit

(C) No use, modification, or development, except for those listed in [SMC 17E.060.300](#), Use, Modifications, and Developments Exempt from Shoreline Substantial Development Permit Requirement, shall be undertaken in the shoreline jurisdiction without first obtaining a shoreline substantial development permit from the director. Substantial developments include any development with which the total cost or fair market value, whichever is higher, ~~((does exceed))~~ exceeds ((five-thousand-seven-hundred-eighteen dollars or)) the adjusted amount per [WAC 173-27-040](#), or if such development does materially interfere with the normal public use of the water or shorelines of the state. The dollar threshold established in this subsection must be adjusted for inflation by the office of financial management every five years, beginning July 1, 2007, based upon changes in the consumer price index during that time period. The office of financial management must calculate the new dollar threshold and transmit it to the office of the code reviser for publication in the *Washington State Register* at least one month before the new dollar threshold is to take effect. For the purposes of determining whether or not a permit is required, the total cost or fair market value shall be based on the value of use, modification, or development that is occurring on shorelines of the state as defined in RCW 90.58.030(2)(c). The total cost or fair market value of the development shall include the fair market value of any donated, contributed or found labor, equipment or materials.

I am going to loop Tami Palmquist and Ali Brast in on the question – I'm not sure exactly how that is being administered today. If there is another contact (OFM?) I should reach out to, please let me know.

Section in question, not in proposed amendment draft:

SMC 17E.060.300(B)(1)

B. Exemptions.

The following shall not be considered substantial development and are exempt from obtaining a shoreline substantial development permit from the director:

1. Any use, modification, or development of which the total cost or fair market value, whichever is higher, does not exceed five thousand dollars or the adjusted amount per [WAC 173-27-040](#), if such use, modification, or development does not materially interfere with the normal public use of the water or shorelines of the state. The total cost or fair market value of the use, modification, or development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

(Draft Responsive) Periodic Review Checklist

2017			
a.	OFM adjusted the cost threshold for substantial development to \$7,047.	SMC Section 17E.060.290 item C outlines the cost threshold requiring a substantial development permit	Amend SMC 17E.060.290(C)to remove cost. Further amend this section to reference statute, including reference to period of review/consideration for inflation.

I appreciate your review – let me know if you need clarification from me. I’ve attached the draft documents.

Thank you!

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Wittstruck, Melissa <mwittstruck@spokanecity.org>

Sent: Friday, January 22, 2021 8:29 AM

To: Bekkedahl, Robin <Robin.Bekkedahl@avistacorp.com>

Subject: RE: [External] FW: 1/21 Shoreline Joint Workshop - PC Shoreline public comment question

Robin,

Thank you for joining the PC workshop yesterday. That is a very good question – which I will have to check in with Ecology for. I’ll email Jeremy and Lauren as well as touch base with OFM and get back to you asap. I’ve haven’t been tracking state furlough days since December, so it could be early next week. There are also West side jurisdictions I can check code reviews for.

Have a good weekend

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

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From: Bekkedahl, Robin <Robin.Bekkedahl@avistacorp.com>

Sent: Friday, January 22, 2021 6:09 AM

To: Wittstruck, Melissa <mwittstruck@spokanecity.org>

Subject: RE: [External] FW: Shoreline Joint Workshop - Corrected Plan Commission Agenda Pkt for Jan. 21, 2021

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Melissa:

Thank you for notifications on the SMA update. Just a question, could the dollar amount of the exemption be revised to reflect today's cost per the OFM? I believe it is approximately \$7,000.

B. Exemptions. The following shall not be considered substantial development and are exempt from obtaining a shoreline substantial development permit from the director: 1. Any use, modification, or development of which the total cost or fair market value, whichever is higher, **does not exceed five thousand dollars or the adjusted amount per WAC 173-27-040**, if such use, modification, or development does not materially interfere with the normal public use of the water or shorelines of the state. The total cost or fair market value of the use, modification, or development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials. 2. Normal maintenance or repair of existing structures or developments, including damage

Thank you,
Robin

Robin Bekkedahl Sr. Environmental Scientist

1411 E Mission Ave MSC-21, Spokane, WA, 99202

P 509.495.8657 | C 509.994.4589 robin.bekkedahl@avistacorp.com

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From: Wittstruck, Melissa <mwittstruck@spokanecity.org>

Sent: Wednesday, January 20, 2021 2:33 PM

Cc: Black, Tirrell <tblack@spokanecity.org>; Wittstruck, Melissa <mwittstruck@spokanecity.org>

Subject: [External] FW: Shoreline Joint Workshop - Corrected Plan Commission Agenda Pkt for Jan. 21, 2021

TO: Agencies and Interested Parties

Good Afternoon,

Attached is the Plan Commission Special Meeting agenda for January 21. The agenda includes the rescheduled Shoreline Master Program joint City & Dept of Ecology workshop (due to windstorm January 13, 2021).

The City project webpage for additional information and documents located here:

<https://my.spokanecity.org/projects/shoreline-master-program-periodic-update/> The 30-day joint agency public comment period is also in place and runs through February 5, although comments, feedback, and questions are always encouraged.

Thank you for your patience due to the weather emergency. Please contact me if you have any questions.

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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State of Washington
DEPARTMENT OF FISH AND WILDLIFE

Eastern Region • Region 1 • 2315 North Discovery Place, Spokane Valley, WA 99216-1566
Telephone: (509) 892-1001 • Fax: (509) 921-2440

February 4, 2021

City of Spokane Planning Services Dept.
Attn: Melissa Wittstruck, Assistant Planner
6th Floor, 808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333

RE: Shoreline Master Program Periodic Review Amendment

Dear Ms. Wittstruck,

Thank you for the opportunity to comment on this Periodic Review of the City of Spokane's Shoreline Master Program (SMP). The Washington Department of Fish and Wildlife (WDFW) provides our comments and recommendations in keeping with our legislative mandate to preserve, protect, and perpetuate fish and wildlife and their habitats for the benefit of future generations - a mission we can only accomplish in partnership with local governments.

We understand the City has elected to use the optional joint review process with the Department of Ecology and there will be no additional comment period during the state review process. WDFW would like to take this opportunity to inform the City that we recently finalized our updated Priority Habitats and Species (PHS) publications on riparian ecosystems. In May 2018, we published the manuscript for [*PHS Riparian Ecosystems, Vol. 1: Science Synthesis and Management Implications*](#) which meets the criteria of being an independently peer reviewed source of Best Available Science on what riparian ecosystems need in order to be fully functioning habitat for fish and other aquatic species. In December 2020, we finalized the companion [*PHS Riparian Ecosystems, Vol. 2: Management Recommendations*](#) in which we recommend to local governments and other landowners and land managers how to apply the science summarized in Volume 1.

The *PHS Riparian Ecosystems* publications state that rather than simply serving as "buffers" for their adjacent waterbody, riparian areas are important as ecosystems in and of themselves, warranting levels of protection and management not based solely on a waterbody's typing according to fish use. While shoreline riparian areas do function as aquatic buffers by protecting and improving water quality, they also provide terrestrial habitat used by wildlife for movement, nesting, reproduction, foraging and refugia.

We look forward to working with you to ensure that future updates of the SMP include the review of Site Potential Tree Height at 200-years (SPTH₂₀₀) and the Channel Migration Zone (CMZ) as the method in which to determine the width of the Riparian Management Zone (RMZ). In locations where SPTH₂₀₀ information is not available, or is less than 100 feet, [as indicated by this web map](#), the science informs us that a minimum 100- foot setback is still appropriate in most instances to ensure the RMZ can adequately provide its pollution removal function. (Certain site characteristics, including soil type and adjacent land uses, may require an even larger distance to ensure pollution removal.)

WDFW provides its recommendations through the lens of our agency's mandate. We appreciate that local governments must weigh many considerations when making decisions about land use plans and activities, and that

tradeoffs sometimes must be made. To that end, WDFW supports site-specific mitigation and decision making within the context of watershed and other landscape scales as appropriate. We recommend flexibility in mitigation requirements so that wildlife *and* human needs are accommodated; in locations where the level of riparian protection WDFW recommends cannot be observed, such as with setback distances, mitigation which preserves the functions and values of the RMZ should be developed and applied. WDFW is available and eager to assist the City of Spokane in these situations.

Thank you again for the opportunity to comment on this update process. WDFW understands that our new *PHS Riparian Ecosystem* volumes reflect some significant changes to the approach our state has taken to riparian ecosystem protection for decades, and that local jurisdictions may have additional questions about how best to implement the new guidance. Please do not hesitate to contact me to discuss these guidelines and future implementation.

Sincerely,

A handwritten signature in cursive script that reads "Leslie King". The signature is written in dark ink and is positioned above the typed name and contact information.

Leslie King
Washington Department of Fish and Wildlife
Leslie.King@dfw.wa.gov
509-892-1001 ext. 323

cc:

From: [Wittstruck, Melissa](#) on behalf of [Planning & Development Services Shoreline Master Program](#)
To: [King, Leslie C \(DFW\)](#)
Subject: RE: SMP Periodic Review Comment
Date: Friday, February 5, 2021 10:23:21 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hello Leslie,

Thank you for the WDFW final comment letter. It is logged and in review/response mode. I discussed with Tirrell Black, Principal Planner. She asked me to forward to the City Developer Services Center Tami Palmquist. I am waiting to hear from Tami (also Principal Planner, Permit Center). After my review of the SMP amendment proposal and current codes, point, we believe the SMC for both SMP and CAO are responsive to DFW provision of updated BAS Resource May 2018 and the Management Recommendations released December 2020 as the use of current BAS & Recommendations is supported in these sections of SMC Title 17E. Once Tami has a chance to also review, I will update you again. Spokane's SMP Periodic Review documents were uploaded to Planview in October 2020. Sometimes it is not always friendly to searching though

I will be working remotely until further notice and will respond to emails as quickly as possible. Thank you for your patience!

Sincerely,

Melissa



Melissa Wittstruck | City of Spokane | Assistant Planner II

509.625-6087 | main 509.625-6500 | mwittstruck@spokanecity.org | spokanecity.org



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From: King, Leslie C (DFW) <Leslie.King@dfw.wa.gov>
Sent: Thursday, February 4, 2021 3:39 PM
To: Planning & Development Services Shoreline Master Program <erapdssmp@spokanecity.org>
Subject: SMP Periodic Review Comment

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

Attached you will find the Washington Department of Fish and Wildlife's comment letter to the

current City of Spokane's Shoreline Master Program Periodic Review. I tried to attach the comment letter to the file in PlanView but I could not locate a file for this update.

Thank you for the opportunity to comment and we look forward to working with you in the future.

Kind Regards,

Leslie King

WDFW Habitat Biologist
2315 N. Discovery Place
Spokane Valley, WA 99216
(509) 892-1001 ext. 323