

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **October 11, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **146 994 1288** 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, October 11, 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, October 11, 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!**

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, OCTOBER 11, 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. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|------------------------------|
| 1. Value Blanket Renewal with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of boiler tubes for use at the Waste to Energy Facility from November 1, 2021, through October 30, 2022—total annual cost not to exceed \$650,000 (incl. tax). (Council Sponsor: Council President Beggs)
David Paine | Approve | OPR 2020-0670
ITB 5313-20 |
| 2. Contract Amendment with PMTech, Inc. d/b/a PMWeb, Inc. (Wakefield, MA) for Professional Services and Support of the City's capital project management software—\$23,125 (plus tax). (Council Sponsor: Council President Beggs)
Kyle Twohig | Approve | OPR 2019-0457
ENG 2019139 |
| 3. Cost Amendment for existing contract with Anatek Labs, Inc. (Spokane) for bacteriological and chemical analysis of drinking water on an as needed basis for the Solid Waste and Water Departments—not to exceed \$8,500 (plus tax). (Council Sponsor: Council President Beggs)
Doug Greenlund | Approve | OPR 2016-0784
BID 4259-16 |

- | | | |
|--|---|--|
| <p>4. Contract Renewal No. 2 of 2 with ALS Canada LTD (Ontario, Canada) for specialized testing of wastewater and stormwater from October 1, 2021, through September 30, 2022—\$55,930 (plus tax). (Council Sponsor: Council President Beggs)
Mike Cannon</p> | <p>Approve</p> | <p>OPR 2017-0770
RFP 4372-17</p> |
| <p>5. Consultant Agreement with GHD, Inc, (Sacramento, CA) for the development of a Link Strategy for the City's Water from October 1, 2021, through December 31, 2023—not to exceed \$592,646 (incl. tax). (Price includes \$107,450 of optional work that may be necessary to complete the work.) (Council Sponsor: Council President Beggs)
Marcia Davis</p> | <p>Approve</p> | <p>OPR 2021-0656
ENG 2021081</p> |
| <p>6. Interlocal Agreements Extensions for solid waste disposal services at the Waste to Energy Facility from November 17, 2021, through November 16, 2026, with:</p> <p style="margin-left: 20px;">a. City of Cheney—estimated annual revenue \$500,000,</p> <p style="margin-left: 20px;">b. City of Medical Lake—estimated annual revenue \$160,000, and</p> <p style="margin-left: 20px;">c. City of Airway Heights—estimated annual revenue \$500,000.
(Council Sponsor: Council President Beggs)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 2014-0610</p> <p>OPR 2014-0727</p> <p>OPR 2014-0728</p> |
| <p>7. Contract Amendment / Extension with Regional Disposal Company (Roosevelt, WA) for disposal services at Regional Disposal Company's landfill in Klickitat County, Washington from November 17, 2021, through November 16, 2022—estimated cost of \$8,500,000 (incl. taxes). (Council Sponsor: Council President Beggs)
Chris Averyt</p> | <p>Approve</p> | <p>OPR 1991-0473</p> |
| <p>8. Report of the Mayor of pending:</p> <p style="margin-left: 20px;">a. 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 \$_____.</p> <p style="margin-left: 20px;">b. Payroll claims of previously approved obligations through_____, 2021: \$_____.</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2021-0002</p> <p>CPR 2021-0003</p> |
| <p>9. City Council Meeting Minutes: _____, 2021.</p> | <p>Approve
All</p> | <p>CPR 2021-0013</p> |

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

**❖ ANNUAL MAYORAL STATEMENT OF THE CONDITIONS
AND AFFAIRS OF THE CITY**

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

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0083 Regarding delinquent accounts and extension of time to enter into payment arrangements following expiration of water shutoff moratoriums post COVID-19. (Council Sponsor: Council President Beggs)

Marlene Feist

FIRST READING ORDINANCES

ORD C36114 Relating to the adjustment of the City of Spokane's Business Registration Fee and amending SMC 08.02.0206. (Council Sponsor: Council Member Wilkerson)

Tonya Wallace

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for October 11, 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, October 11, 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 October 11, 2021, Regular Legislative Session of the City Council is adjourned to October 18, 2021.

NOTES



Agenda Sheet for City Council Meeting of:
10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2020-0670
Renews #	
Cross Ref #	
Project #	
Bid #	ITB 5313-20
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	DAVID PAINE 625-6878
Contact E-Mail	DPAINE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF BOILER TUBES AT THE WTE

Agenda Wording

Value blanket renewal with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA), for the purchase of boiler tubes for use at the WTE from Nov. 1, 2021 - Oct. 30, 2022 for a total annual cost not to exceed \$650,000.00 including tax.

Summary (Background)

Prefabricated boiler tubes are a necessary item to have available on-site so that worn tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages. On July 30, 2020, based on their response to ITB 5313-20, Helfrich Brothers Boiler Works, Inc. was awarded the initial one-year value blanket with the option of four (4) additional one-year renewals. This will be the first of those renewals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 650,000.00

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53210-34002

#

#

#

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	9/27/21 PIES
<u>Council Sponsor</u>	CP Beggs

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket Renewal for the Purchase of Boiler Tubes For Use at the WTE.
Date:	September 27, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket renewal for boiler tubes, without which the WTE would not be able to continue uninterrupted operations.
<u>Background/History:</u> <p>Prefabricated boiler tubes are a necessary item to have available on-site at the Waste to Energy Facility so that worn tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages.</p> <p>On July 30, 2020 bidding closed on ITB 5313-20 for an annual supply of these boiler tubes, including the fabrication of u-bends, as-needed for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses were received from The Babcock & Wilcox Company, Boiler Tube Company of America and Technology International, Inc.</p> <p>The initial value blanket with Helfrich Brothers was from Nov. 1, 2020 through Oct. 31, 2021 with a cost not to exceed \$650,000.00, including taxes and had the option of four (4) additional one-year renewals. This will be the first of those renewals from Nov. 1, 2021 through Oct. 31, 2022 for an additional cost not to exceed \$650,000.00 including taxes.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • Renewal #1 of 4 to the value blanket awarded to Helfrich Brothers Boiler Works, Inc., from ITB 5313-20 for as-needed boiler tubes at the WTE Facility. • Term from November 1, 2021 through October 31, 2022. • Annual anticipated cost not to exceed \$650,000.00 including taxes. 	
<u>Budget Impact:</u> 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.)	
<u>Operations Impact:</u> 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:
10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2019-0457
Renews #	
Cross Ref #	
Project #	2019139
Bid #	
Requisition #	CR22798

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KYLE TWOHIG 625-6152
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	0370 - CONTRACT AMENDMENT WITH PMWEB

Agenda Wording

Amendment to the contract (OPR 2019-0457) with PMWeb, Inc for Professional Services and Support of the City's capital project management software.

Summary (Background)

The amendment is for \$23,125.00 for the term of July 1, 2020 - June 30, 2021. The PMWeb, Inc contract provides Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that is hosted and maintained by PMWeb.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 4,625.00	# 4250-30210-38141-54201-99999
Expense	\$ 18,500.00	# 0370-30210-44200-54201-99999
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	TWOHIG, KYLE	<u>Council Notifications</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Study Session\Other</u>	PIES 9/27
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Council Sponsor</u>	Beggs
<u>Legal</u>	ODLE, MARI	<u>Distribution List</u>	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

Briefing Paper

PIES

Division & Department:	Engineering Services
Subject:	PMWeb Contract Amendment
Date:	September 14, 2021
Contact (email & phone):	Kyle Twohig ktwohig@spokanecity.org 625-6152
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Continuation of professional services for Engineering and ICM. Agreement to be forwarded for Council approval.
Background/History: <ul style="list-style-type: none"> The PMWeb, Inc contract provides Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that is hosted and maintained by PMWeb. This contract (OPR 2019-0457) was approved July, 2019 and renewed July, 2020. 	
Executive Summary: <ul style="list-style-type: none"> Amendment to the contract (OPR 2019-0457) with PMWeb, Inc for Professional Services and Support of the City's capital project management software Requesting \$23,125.00 for the term of July 1, 2020 – June 30, 2021. 	
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: Revenue from County Participation Other budget impacts: Revenue from County will offset City costs	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT

Title: **PROFESSIONAL SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PMTech, Inc., dba PMWeb**, whose address is 1 Pope Street, Wakefield, Massachusetts 01880, 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 Capital Project Management Software for the Public Works Division for department wide management of capital improvement projects for the City; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 8, 2019 and July 25, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY-THREE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$23,125.00)**, not including tax, for everything furnished and done under this Contract Amendment.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

Contract Amendment by having legally-binding representatives affix their signatures below.

PMTech, Inc., dba PMWeb

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-171



Agenda Sheet for City Council Meeting of:
10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2016-0784
Renews #	
Cross Ref #	
Project #	
Bid #	4259-16
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	DOUG GREENLUND 742-8166
Contact E-Mail	DGREENLUND@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 LABORATORY ANALYSIS SERVICES - ANATEK

Agenda Wording

Cost amendment for existing contract with Anatek Labs, Inc. (Spokane, WA) for bacteriological and chemical analysis of drinking water on an as needed basis for the Solid Waste and Water Departments.

Summary (Background)

cost amendment to cover additional unanticipated chemical analysis on the start up of two different construction projects. This is for Water Department budget costs

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 8500

Select \$

Select \$

Select \$

Budget Account

4100-42460-34148-54201-99999

#

#

#

Approvals

<u>Dept Head</u>	FEIST, MARLENE
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 9 / 27 / 2021
<u>Council Sponsor</u>	President Beggs

Distribution List

kathys@anateklabs.com
dgreenlund@spokanecity.org
sjohnson@spokanecity.org
wateraccounting@spokanecity.org

Purchasing PRINCE, THEA



City of Spokane

CONTRACT AMENDMENT

**Title: CHEMICAL AND/OR BACTERIAL
ANALYSIS OF WATER SAMPLES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City") and **ANATEK LABS, INC.**, whose address is 504 East Sprague Avenue, Suite D, Spokane, Washington, 99202, as ("Consultant"), individually hereafter referenced as a "Party" and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide analytical services for chemical and bacteriological analysis of water samples for various City departments; and

WHEREAS, additional funds have been requested, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated October 1, 2016, 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 DATES.

This Contract Amendment shall become effective on August 1, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed

this Contract Amendment by having legally-binding representatives affix their signatures below.

ANATEK LABS, INC.

CITY OF SPOKANE

By _____
Signature Date

By: _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

21-163



Agenda Sheet for City Council Meeting of:
10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2017-0770
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 4372-17
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE CANNON 625-4642
Contact E-Mail	MCANNON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320-RENEWAL WITH ALS CANADA LTD FOR SPECIALIZED TESTING OF WASTEWATER

Agenda Wording

Council approval to renew final renewal contract with ALS Environmental to provide specialized testing of wastewater and stormwater, at a yearly cost of \$55,930 plus applicable taxes.

Summary (Background)

As part of the current NPDES discharge permit, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater for three toxic pollutants, PCBs (polychlorinated biphenyls), PBDEs (polybrominated diphenyl ethers), and 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin). PCB testing is also a component of the City's stormwater permit. This is the final renewal of RFP #4372-17, beginning Oct. 1, 2021 and ending on Sept. 30, 2022.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$55,930.00	<u>Budget Account</u>	# 4320.43260.35148.54950
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	COSTER, MICHAEL
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 9/27/21
<u>Council Sponsor</u>	Breean Beggs

Distribution List

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mhughes@spokanecity.org
Tax & Licenses
jdonovan@spokanecity.org
jeckhart@spokanecity.org

Additional Approvals

Purchasing

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Contract final renewal for specialized testing of wastewater and stormwater, which fulfills the Department of Ecology issued discharge permit requirements to the City of Spokane.
Date:	September 27 th 2021
Contact (email & phone):	Michael Cannon, Assistant Plant Manager 625-4642 mcannon@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure – Affordable Utility Rates
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to renew final renewal contract with ALS Environmental to provide specialized testing of wastewater and stormwater, at a yearly cost of \$55,930 plus applicable taxes.
<p><u>Background/History:</u> As part of the current NPDES discharge permit, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater for three toxic pollutants, PCBs (polychlorinated biphenyls), PBDEs (polybrominated diphenyl ethers), and 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin). PCB testing is also a component of the City's stormwater permit.</p> <p>This is the final renewal of two, one-year renewals of RFP #4372-17, beginning October 1, 2021 and ending on September 30, 2022. The total contract period is five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <u>Impact</u> – approval of specialized testing contract renewal will allow the facility to remain in regulatory compliance. <u>Action</u> – RPWRF is seeking Council approval to authorize the first of two renewals. <u>Funding</u> – Funding for this purchase is in the Wastewater Management budget and revenue is derived from sewer rates. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

**CONTRACT RENEWAL
2 OF 2**

**Title: HRGC/HRMS ANALYSIS OF
ENVIRONMENTAL SAMPLES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALS CANADA LTD.**, whose address is 1435 Norjohn Court, Burlington, Ontario, Canada L7L 0E6 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to test wastewater samples using three High Resolution GC/MS methods: PCB Congeners by EPA Method 1668C, PBDE Congeners by EPA Method 1614, and 2,3,7,8-TCDD by EPA Method 1613; and

WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract executed by the parties on October 11, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. RENEWAL TERM.

This Contract Renewal shall become effective on October 1, 2021 and run through September 30, 2022, unless terminates sooner.

3. COMPENSATION.

The City shall pay an estimated maximum amount not to exceed **FIFTY FIVE THOUSAND NINE HUNDRED THIRTY AND NO/100 (\$55,930.00)**, not including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

ALS CANADA LTD.

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:
Certificate of Debarment

21-167

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

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

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

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

From: [Donovan, Jeffery](#)
To: [Ron McLeod](#)
Cc: [Claire Kocharakkal](#); [Barnhart, Heather](#); [ALSBU Management](#); [ALSBU Client Services](#); [Ancy Sebastian](#)
Subject: RE: [EXTERNAL] - ALS Contract Extension Request
Date: Tuesday, September 7, 2021 12:38:23 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image006.png](#)

Great, thank you! We will get it ran through our internal approval process here.

-Jeff

From: Ron McLeod <Ron.McLeod@ALSGlobal.com>
Sent: Tuesday, September 07, 2021 12:30 PM
To: Donovan, Jeffery <jdonovan@spokanecity.org>
Cc: Claire Kocharakkal <claire.kocharakkal@ALSGlobal.com>; Barnhart, Heather <hbarnhart@spokanecity.org>; ALSBU Management <ALSBU.Management@alsglobal.com>; ALSBU Client Services <ALSBUClientServices@alsglobal.com>; Ancy Sebastian <ancy.sebastian@alsglobal.com>
Subject: RE: [EXTERNAL] - ALS Contract Extension Request

[CAUTION - EXTERNAL EMAIL - Verify Sender]

We would be pleased to extend thanks

Regards

Ron McLeod, Ph.D.
Director of Special Chemistries & Air Toxics, Eastern Canada
Burlington Laboratory, Canada



T +1 905 331 3111
E +1 905 331 4567 M +1 905 516 2687
ron.mcleod@alsglobal.com
1435 Norjohn Court, Unit 1
Burlington, Ontario, Canada L7L 0E6

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[EnviroMail 25 – Whole Air Sampling: Verified Silonite™ Canisters & GCMS gives Certainty of Data Quality](#)
[EnviroMail 00 – Summary of all EnviroMails Canada](#)

From: Donovan, Jeffery [<mailto:jdonovan@spokanecity.org>]
Sent: Tuesday, September 7, 2021 12:15 PM
To: Ron McLeod <Ron.McLeod@ALSGlobal.com>
Cc: Claire Kocharakkal <claire.kocharakkal@ALSGlobal.com>; Barnhart, Heather <hbarnhart@spokanecity.org>
Subject: [EXTERNAL] - ALS Contract Extension Request

CAUTION: This email originated from outside of ALS. Do not click links or open attachments unless you recognize the sender and are sure content is relevant to you.

Hi Ron,

I'm reaching out to see if ALS would be interested in extending our contract for PCB/PBDE/TCDD testing for another year at current costs/terms? I believe this is the last extension before we would need to do another RFP on this work.

Thanks,

Jeff



Jeff Donovan | City of Spokane RPWRF | Environmental Analyst
4401 N Aubrey L. White Parkway, Spokane, WA 99205
(509) 625-4638 | jdonovan@spokanecity.org



Agenda Sheet for City Council Meeting of:

10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2021-0656
Renews #	
Cross Ref #	
Project #	2021081
Bid #	
Requisition #	RFQ 5397-21

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	MARCIA DAVIS 625-6398
Contact E-Mail	MDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250-GHD CONTRACT LINK UTILITIES

Agenda Wording

Contract with GHD for the Link Utilities Strategy Project.

Summary (Background)

GHD was selected to complete the Link Utility Strategy for Water. The total cost of \$592,626 includes \$107,450 of optional work that may be necessary to complete the work.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 592,626.00	# 4250-42300-94340-56501-15769
Select	\$	#
Select	\$	#
Select	\$	#

Budget Account

Approvals

Dept Head	MILLER, KATHERINE E
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 9/27/21
Council Sponsor	

Distribution List

eraea@spokanecity.org
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mdavis@spokanecity.org
icmaccounting@spokanecity.org
Jennifer.Price@ghd.com

Additional Approvals

Purchasing

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Link-Utilities Strategy for Spokane's Water System
Date:	09/27/2021
Author (email & phone):	mdavis@spokanecity.org 570-4162
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Facility Plans for Utilities as part of the City's Comprehensive Plan and 2023 Water System Plan Update
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones)	Approval of consultant contract with GHD
<p>Background/History: The goal for the Strategy is to develop a plan for the City of Spokane's Water System that will meet all the demands for the next 20 years and to create a sustainable, resilient, and affordable future that is endorsed by key stakeholders. Developing a strategy for balancing the needs at existing facilities and planning for future needs (due to growth, conservation and regulations) is important. This strategy will prioritize water system investments for the 20-year Capital Facilities Plan and provide a framework that is compatible for implementation across Spokane's water utilities (e.g., water, wastewater, stormwater, and integrated water management). The final outcome of this project will be to update the 20-year Facilities Plan for both water and to recommend revisions and upgrades to the Design Standards and the Spokane Municipal Code.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> A consultant will be selected using the City's procurement process to complete the Link-Utility Strategy for Water. The work is scheduled to begin in October 2021 and to be completed by the end of 2023 The total cost of \$592,646 includes \$107,451 of optional work that may be necessary to complete this work. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

CONSULTANT AGREEMENT

Title: LINK STRATEGY FOR WATER

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GHD INC.** whose address is 2200 21st Street, Sacramento California, 95818 USA as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for the Development of a Link Strategy for the City's Water; and

WHEREAS, the Consultant was selected from a Request for Qualifications No. 5397-21.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2021, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed upon mutual agreement of the Parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work for this Agreement is described in GHD's Scope of Work dated September 15, 2021, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FIVE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$592,646.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Integrated Capital Management, 808 West Spokane Falls Blvd., Third Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon*

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

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

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

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION AND LIABILITY

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

To the maximum extent permitted by law, for any damage caused by negligence, including errors, omissions, or other acts; or for any damages based in contract; or for any other cause of action; Consultant's liability, including that of its employees, agents, directors, officers, and subcontractors, shall be strictly limited to the greater of the value of the Work performed by Consultant or \$50,000, but in no event shall Consultant's liability exceed \$1,000,000, except as to damage resulting from the gross negligence or willful misconduct of Consultant. City's liability to Consultant (not including payment obligations), except as to damage resulting from City's gross negligence or willful misconduct, including that of its employees, agents, directors, officers and contractors, will be limited to \$1,000,000.

Except as explicitly provided herein, in no event shall either party be liable to the other under this Agreement or otherwise for any consequential, special, indirect, incidental, or punitive damages, and/or damages resulting from the loss of profits, revenue, opportunity, anticipated savings, use, data and/or goodwill.

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation of insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over

the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to

a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as

pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout

or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing

facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GHD INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – GHD’s Scope of Work dated September 15, 2021

21-172

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



September 15, 2021

Description of Work:

GHD, Inc. (Contractor) will provide planning and engineering support to the City of Spokane (City) for the development of Link Utilities for Water Project. This project's goal is to develop a plan for their Water System that will meet the demands for the next 20 years and to create a sustainable, resilient, and affordable future that is endorsed by key stakeholders. This will be done by creating resiliency within the water system while balancing levels of service; existing and future planning and development needs; anticipating growth, regulatory changes, foreseen and unforeseen risks (including climatic impacts); addressing aging infrastructure and maintenance requirements, as well as meeting community expectations and maintaining affordability of water services. The project will be delivered through the following five core tasks:

- Task 1: Project Management
- Task 2: Communications and Engagement
- Task 3: Multi-Objective Criteria Analysis
- Task 4: Link Strategy for Water Development
- Task 5: Coordination with Other Efforts and Other As-Needed Services

Scope of Work

Task 1: Link Spokane Framework and Management

Task 1 consists of developing the Link Framework program and project management support for tasks described in this scope of work. To accomplish this task, the Contractor will perform the following:

- A. **Link Spokane Framework Program Development and General PM Support** –Contractor shall provide general support for the City's PM, and general oversight of subcontractors, and project initiation activities. Contractor will work with City's PM to develop a Framework for the Link Strategy for Water. Contractor will develop a Draft PMP and up to four PMP updates to guide the project, provide monthly status reports and invoices, and submit a project completion package. The project completion package will include digital files associated with the project in native and PDF (where created) file format provided on a thumb or hard drive. The project is assumed to last 25 months.
- B. **PM Meetings** - Contractor will convene, prepare for, and hold Project Management Meetings or conference calls with City's PM. Up to 20, 1-hour meetings are included in this Task. Contractor will develop an agenda and provide an email summary of key decisions and action items for each meeting in electronic format. The first meeting will be an in-person project kick-off meeting where we will establish the approved workplan, and communication approaches. It is assumed that up to 11 meetings may be in person and scheduled to be in conjunction with other in-person meetings or workshops as described in Table 1.

Table 1 *PM Meetings (In-Person and Virtual)*

Meeting Number	PM Meetings	Assumptions
1	Project Planning (October 2021)	Virtual
2	Kick-off Meeting (November 2021)	In-Person: Held in conjunction with C&E Kick-off (Task 2 A and B)
3	Best Practices/TAC Set-up (January 2022)	Virtual
4	External TAC Team Kick-off (February 2022)	In-Person: Held in conjunction with External TAC Team Kick-off (Task 2 G) and Internal TAC Team Workshop Task 2F)
5	MODA (March 2022)	Virtual
6	Internal Stakeholder Kick-off (April 2022)	In-Person: Held in conjunction with Internal Stakeholder Kick-off (Task 2 H) and Internal TAC Team Workshop Task 2F)
7	Internal TAC Team Workshop Scenario Review and /External TAC TEAM MODA Review (June 2022)	In-Person: Held in conjunction with Internal & External TAC Team workshops (Task 2 F & G)
8	Public Meeting 1 (July 2022)	In-Person: Held in conjunction with Internal TAC Team Workshop (Task 2 F) and Internal Stakeholder Meeting (Task 2H), and initial Public Meeting (Task 2 J)
9	Plausible Futures (August 2022)	Virtual
10	Internal TAC Team and Internal Stakeholder MODA Review (September 2022)	In-Person: Held in conjunction with Internal TAC Team Workshop (Task 2 F) and Internal Stakeholder Meeting (Task 2H)
11	Pathways (October 2022)	Virtual
12	Internal TAC Team Strategy/SMC Review and External TAC Team and Internal Stakeholder Draft Strategy Review (January 2023)	In-Person: Held in conjunction with Internal TAC Team Workshop (Task 2 F), External TAC Team Workshop (Task 2 G), and Internal Stakeholder Meeting (Task 2H) as well as a Miscellaneous Meeting
13	Public Meeting 2 (February 2023)	In-Person: Held in conjunction with External TAC Team Workshop (Task 2 G), Internal Stakeholder Meeting Review of Final Strategy (Task 2H), and Public Meeting (Task 2 J)
14	Final Public Meeting (March 2023)	In-Person: Held in conjunction with TAC workshop (Task 2 J)
15	Final Strategy Comment Review (April 2023)	Virtual
16	Final Strategy (May 2023)	Virtual
17	Final Strategy (June 2023)	In-Person: Held in conjunction with Internal Stakeholder Meeting (Task 2H)
18	Rate Case Support (August 2023)	Virtual
19	Rate Case Support (September 2023)	In-Person: Held in conjunction with Internal Stakeholder Meeting (Task 2H)
20	Project Close-out Meeting (November 2023)	Virtual

As-Needed PM Meetings - Contractor will convene, prepare for, and hold Project Management Meetings or conference calls with City's PM. Up to 10, 1-hour meetings are included in this Task. Contractor will develop an agenda and provide an email summary of key decisions and action items for each meeting in electronic format. It is assumed that up to 3 meetings may be in person and scheduled to be in conjunction with other in-person meetings or workshops as described in Table 2. The effort under this as-needed services task would be provided on a time and material basis, which will be agreed upon by the City's PM via email before work commences. The email will outline the

number of hours and budget needed for the task. A budget of approximately \$13,000 has been set aside for this task. Contractor will provide notify via email the City PM once 80% of the budget of an agreed upon budget is reached.

Table 2 *As-Needed PM Meetings (In-Person and Virtual)*

Meeting Number	As-Needed PM Meetings	Assumptions
1	Best Practices (December 2022)	Virtual
2	Uncertainty Analysis (May 2022)	Virtual
3	Plausible Futures (July 2022)	Virtual
4	Pathways MODA Analysis (November 2022)	In-Person: Could be held in conjunction with a miscellaneous meeting (Task 1C)
5	Pathways (December 2022)	Virtual
6	Strategy (January 2023)	Virtual
7	SMC (February 2023)	Virtual
8	Final Public Meeting Preparation (March 2023)	Virtual
9	Strategy/Rate Case Discussion (July 2023)	In-Person: Could be held in conjunction with a miscellaneous meeting (Task 1C)
10	Internal Stakeholder Meeting (October 2023)	In-Person: Held in conjunction with As-Needed Internal Stakeholder Meeting (Task 2H)

- C. **Miscellaneous Meetings** - Contractor will convene, prepare for, and hold meetings up to 6, 1-hour virtual meetings as directed by the City's PM. These meetings will be held in conjunction with those outlined in Table 3 or in conjunction with a planned in-person engagement as part of Task 2 (no travel is assumed as part of this task). Contractor will develop an agenda and provide an email summary of key decisions and action items for each meeting in electronic format.

Table 3 *Miscellaneous Meetings (Virtual)*

Meeting Number	Miscellaneous Meetings	Assumptions
1	Meeting with Staff to discuss Water Conservation (December 2021)	Virtual: Could be in-person in conjunction with PM Meeting (Task 1B)
2	Meeting with Staff to discuss stressors and plausible futures (August 2022)	Virtual
3	Meeting with Staff to discuss uncertainty analysis (November 2022)	Virtual: Could be in-person in conjunction with As-Needed PM Meeting (Task 1B)
4	Meeting with Staff to discuss Draft Strategy (January 2023)	Virtual: Could be in-person in conjunction with PM Meeting (Task 1B)
5	Meeting to discuss SMC (February 2023)	Virtual: Could be in-person in conjunction with PM Meeting (Task 1B)
6	Meeting to discuss final Strategy (March 2023)	Virtual: Could be in-person in conjunction with As-Needed PM Meeting (Task 1B)

- D. **Project Schedule** – Contractor will develop and update project schedule to track the progress, as requested by City PM. Up to four (4) draft schedules will be provided in electronic format. The project is assumed to last 25 months.
- E. **QA/QC** – Contractor will develop one (1) draft of a QA/QC Plan as well as lead and manage QA/QC for the project. The project is assumed to last 25 months.

Deliverables

Deliverables included as part of Task 1 include:

- One Draft and four (4) updates of PMP
- Up to 26 email summaries of key decisions and action items from PM and Miscellaneous Meetings
- Four (4) drafts of updated tasks schedules
- 25 status reports/invoices
- One Draft of a QA/QC Plan
- One Project Completion Package
- As Needed PM Meetings: Up to 10 email summaries of key decisions and action items

Task 2: Communications and Engagement

The communications and engagement (C&E) approach will seek engagement and input for use in decision-making on many levels including the internal City PM Team, internal TAC Team (City technical staff), internal City Stakeholders (City Department Heads, Mayor, and City Council), key external stakeholder groups, and the public at large. The approach will include gathering stakeholder feedback on the project's decision-making processes and strategy development through a series of internal and external engagement opportunities. This will include stakeholder interviews, workshops, TAC meetings, public meetings, and online engagement. The purpose and focus of these meetings are to engage the City's diverse stakeholders in the process as well as improve understanding of how equity, climate change, system constraints, and level of service impact the development of a long-term Strategy for the system. Specific activities to be performed as part of this task include:

C&E PLAN

- Establish Engagement Principles and Goals** – A C&E 2-hour kick-off meeting will be held with the City PM and other City staff, as determined by the City, to outline and establish the engagement principles and goals. This meeting will be held in conjunction with the project kick-off meeting. The meeting will involve discussion around defining measures of success, roles and responsibilities and timelines for the Project preparation and execution. It will also involve a collaborative risk assessment, and gap analysis to prepare the team for Project roll out. An agenda will be prepared for the workshop. A proposed draft of the goals will be presented at the meeting and revised based on input from participants. One draft and one final version of the principals and goals, as well as a summary of discussions will be developed and submitted in electronic format. It is assumed that this meeting will be held in conjunction with the project kick-off and Stakeholder mapping meetings.
- Perform Stakeholder Mapping** – Following the C&E kick-off meeting a 2-hour workshop will be held with the City PM and other City staff (as determined by the City PM) to map out the key stakeholders and develop engagement approaches for each subsect of stakeholder group. This meeting will be held in conjunction with the project kick-off meeting. This process will include identifying champions within the community. Prior to this meeting a draft set of potential stakeholders will be developed by the Contractor, along with a matrix mapping engagement that outlines the who, when, how, and what types of engagement strategies and what is the desired outcome of each engagement. An agenda and a meeting summary of key decisions will be developed for the workshop and submitted in electronic format. The draft matrix will be vetted with City staff before the final matrix is finalized. A Draft and Final Mapping Matrix will be developed and submitted in electronic format. It is assumed that this meeting will be held in conjunction with the project kick-off and C&E kick-off meetings.
- Develop Internal/External Stakeholder Engagement Plan (IESEP)**– The internal/external engagement plan will outline audiences and stakeholders, as well as identify key outreach messages, timing, and methods. Engagement strategies will be developed that identify/leverage existing communication channels and propose communication/consultation methods to target larger stakeholder audiences. This will include developing branding and key messages as well as a social

media strategy and a communications plan. The plan will identify preferred communication methods with the internal TAC Team (City technical staff), internal City Stakeholders (City Department Heads, Mayor, and City Council), and external stakeholders, meeting formats and scheduling. A Draft and Final IESEP will be developed and submitted in electronic format. One set of consolidated comments on the draft plan will be incorporated into a final plan and incorporated into the C&E Plan.

- D. **Develop Public Participation Plan (PPP)** – A Public Participation Plan will be developed that incorporates planning from the Internal/External Stakeholder Engagement Plan and outlines the community-based stakeholder audiences, how they will be engaged, and at what steps along the project journey. Specifically, the PPP will include engagement principals and goals, stakeholder mapping and analysis, branding and key messages, engagement and outreach tactics, a social media strategy, and a communications plan. The PPP will include a schedule to implement stakeholder engagement strategies and initial messaging for specific audiences (internal and external at different expertise and engagement levels) to encourage participation in the engagement process. A draft PPP will be developed and submitted in electronic format. One set of consolidated comments on the draft PPP will be incorporated into the C&E Plan. A Draft and Final PPP will be developed and submitted in electronic format.
- E. **Develop Final Communication and Engagement (C&E) Plan** – A C&E Plan that brings together the IESEP and PPP will be developed with an overall communications schedule that aligns with the full project scope. A draft C&E Plan will be developed and submitted in electronic format. One set of consolidated comments on the Draft plan will be incorporated into the Final C&E Plan and submitted in electronic format.

Engagement Activities

- F. **Establish Technical Advisory Committee (TAC) Team and Facilitate Workshops** – Two (2) TAC teams (one internal and one external) will be established that will function as a key stakeholder groups throughout the duration of the process. The internal TAC Team will have representatives from the different segments of the City including planning, engineering, operations, maintenance, regulatory, and community engagement. The external TAC Team will be comprised of members of the public who have relevant technical and/or community expertise. This also could include members of surrounding municipalities who have a stake in the City's water system, such as water customers like Airway Heights, Medical Lake, Fairchild Air Base, Spokane Water District #3, and Bel Verde areas.

Internal TAC TEAM

Up to eight (8), 2-hour workshops will be held with the internal TAC Team to build consensus and provide input on the Multi-Objective Decision Analysis (MODA) framework, Link Strategy for Water (Strategy), and design standards/ policies updates, as show in Table 4. Prior to the first Internal TAC Team Meeting, selected TAC Team members will be interviewed to gain early feedback on the project, TAC Team Process, and Strategy Framework. Early engagement on the process is a vital ingredient in stakeholder management, understanding that if you engage stakeholders early in the project and give them input opportunities into the engagement process, they will be more likely to accept the outcome even if they disagree with it. Interviews will be conducted with up to four (4) Internal TAC Team members (1-hour per interview session). The information from these interviews will be used to inform the Internal TAC Team Charter and be used to gain an understanding of City system issues. The interviews will be summarized into a short summary. One draft and one final version of the summary will be developed and submitted electronically.

It is assumed that six (6) workshops will be in person and two (2) workshops will be held virtually as shown in Table 4. All in-person workshops will be held in conjunction with PM Meetings (Task 1B) and or other meetings/workshops. The internal TAC Team will work to establish acceptable decision criteria definitions including level of risk and service, importance factors (weighting), and assist with alternative scoring. A Draft internal TAC Team charter will be developed to gain commitment and endorsement for the goals, process, and direction of the TAC. It is assumed that all workshop materials will be provided virtually to attendees and shared electronically during each workshop. Agendas and summaries of key decisions will be developed for each TAC Team workshop and submitted in electronic format.

Table 4 Internal TAC TEAM Workshops

Internal TAC Team Workshop	Purpose
1. TAC TEAM Kick-off meeting (review of Charter)/ MODA Overview (Virtual- January 2023)	Socialize Project Purpose, set TAC TEAM Goals, Establish Charter and working guidelines and Establishment and MODA framework overview
2. MODA Development and Draft Criteria (In-Person – February 2022)	Review draft MODA Criteria and set importance factors
3. MODA Review (Virtual – March 2022)	Review revised draft MODA and Test Scoring of CIP
4. MODA Testing (In-Person – April 2022)	Final review MODA and Final CIP Testing Scoring
5. Future Shocks/Scenario Review / MODA Review based on draft Future Shocks/Scenarios (In-Person – June 2022)	Review of future shocks (uncertainty analysis)/ Review of MODA Criteria based on Future Shocks
6. Pathways Development (In-Person – July 2022)	MODA Review based on Future Shocks/Scenarios Pathways. Development of adaptive pathways (scenarios)
7. Review of MODA and Pathways (In-Person – September 2022)	Final review of MODA and Pathways
8. Review Draft Strategy and SMC/Design Standards (In-Person – January 2023)	Review of draft strategy and SMC/Design Standards

External TAC Team

Up to four (4), 1-hour workshops will be held with the external TAC Team to build consensus and provide input on the MODA framework, Strategy, and design standards/ policies updates, as show in Table 5. Prior to the first TAC Team Meeting, selected external TAC Team member will be interviewed to gain early feedback on the project, TAC Team Process, and Strategy Framework. Early engagement on the process is a vital ingredient in stakeholder management. When you engage stakeholders early in the project and give them input opportunities into the engagement process, they are more likely to accept the outcome even if they disagree with it. One-hour interviews will be conducted with up to four (4) External TAC Team members. The information from these interviews will be used to inform the External TAC Team Charter. The interviews will be summarized into a short summary. One draft and one final version of the summary will be developed and submitted electronically.

All workshops will be held in-person in conjunction with PM Meetings (Task 1B) and or other meetings/workshops. The external TAC Team will review work on the project and provide input at key milestones on the MODA Criteria and importance factor, Future Shocks, and Draft MODA Strategy and Design Standards. A Draft external TAC Team charter will be developed to gain commitment and endorsement for the goals, process, and direction of the TAC. It is assumed that all workshop materials will be provided virtually to attendees and shared electronically during each workshop. Agendas and summaries of key decisions will be developed for each TAC Team meeting and submitted in electronic format.

Table 5 External TAC Team Workshops

External TAC Team Workshop	Purpose
1. Team Kick-off (review of Charter), MODA Overview Establishment, and MODA framework overview (In-Person – February 2022)	Socialize Project Purpose, set TAC TEAM Goals, Establish Charter and working guidelines
2. MODA Review (In-Person – June 2022)	Review of MODA Criteria
3. Draft Strategy Review (In-Person – January 2023)	Review draft strategy and gain endorsement for draft Link Strategy for Water
4. Final Strategy, CIP, and SMC/Design Standards (In-Person – February 2023)	Review final project output and gain endorsement

- G. Internal Engagement Activities** – Up to eight (8), 1-hour meetings will be held with the Utility Director and other members of the City administration (including Mayor), City Council, and other City staff from impacted City departments (as schedule permits) to inform and gain endorsement for project components at major decision points. This effort will play a key role in building internal support and endorsement for the Strategy. Table 6 outlines the proposed purpose of each meeting. Up to 6 in-person meetings will be held in conjunction with in-person PM Meetings (Task 1B) and or other meetings/workshops. An agenda, presentation, and summary notes for each of these meeting will be developed. All deliverables will be submitted in electronic format. It is assumed that all meeting materials will be provided virtually to attendees and shared electronically during each meeting.

As Needed Internal Engagement Activities – Up to two (2), 1-hour meetings will be held with internal stakeholders to inform and gain endorsement for project components at major decision points as shown in Table 6. This effort will play a key role in building internal support and endorsement for the Strategy. Up to one in-person meeting will be held. An agenda, presentation, and summary notes for each of these meeting will be developed. All deliverables will be submitted in electronic format. It is assumed that all meeting materials will be provided virtually to attendees and shared electronically during each meeting. The effort under this as-needed services task would be provided on a time and material basis, which will be agreed upon by the City's PM via email before work commences. The email will outline the number of hours and budget needed for the task. A budget of approximately \$8,400 has been set aside for this task. Contractor will provide notify via email the City PM once 80% of the budget of an agreed upon budget is reached.

Table 6 Internal Engagement Meetings

Internal Engagement Meetings	Purpose
1. Council water system Introduction (Virtual – February 2022)	Provide overview of water system to new council members
2. As-Needed Council water system Introduction (Virtual – February 2022)	Provide overview of water system to new council members
3. Water Conservation (Virtual – March 2022)	Provide overview of water conservation and best practices recommendations
4. Best Practices Recommendations (In-Person - April -2022)	Provide overview of best practices recommendations
5. Strategy Framework Process Review Provide overview of project and MODA development (In-Person – July 2022)	Provide overview of project and MODA development
6. MODA Review (In-Person – September 2022)	Provide review of MODA development and results
7. Draft Strategy Review (In-Person – January 2023)	Gain endorsement for draft Link Strategy for Water
8. Final Strategy, CIP, and SMC/Design Standards (In-Person – February 2023)	Review final project output and gain endorsement

Internal Engagement Meetings	Purpose
9. Final Strategy (In-Person – March 2023)	Review final Strategy
10. As Needed - Rate Case (In-Person - October 2023)	Review rate case

H. **External Engagement Activities** – Up to six (6) major engagements with the public will be undertaken as described in Table 7, including three (3) Public Meetings (assumed to be 3 hours in duration). It is assumed that all meeting materials will be provided virtually to attendees and shared electronically during each meeting. All in-person meetings will be held in conjunction with in-person PM Meetings (Task 1B) and or other meetings/workshops (under Tasks 1c and 2). It is assumed that the press releases will be used by the City to provide notification of meetings and that the Contractor will not be responsible for logistics related to meetings notifications. It is assumed that the City will design, print, and mail, and/or email all meeting notices. For the public meetings, the Contractor will design the meetings outlining what will be covered including:

- Agenda
- Purpose of the Workshop
- Roles and Responsibilities of facilitator and other Project Staff
- Venue location, room set up and other logistics
- Overview of workshop materials including presentations and sign in sheets. A list of all materials will be identified during planning stages. All materials will be provided to the City in electronic format for printing (no printing costs are included in the cost estimate).

Stakeholder Engagement Initiation and Ongoing Engagement

The Contractor will work with the City to develop website, social media, and promotional materials to improve understanding about system issues, level of service, cost of water, equity, climate change impacts, and purpose of the project. Materials outlined in the C&E Plan will be developed for external engagement, which will include website content, social media and print campaigns, web-based surveys, and media relations. Communication will tie back to the website hosted by the City. Social media posts will be based on the website content and encourage the community to leave feedback and comments at every step of the process. For each document, one draft and one final version will be produced.

Early stakeholder interviews will generate content for website and social media platforms as well as identify the best communication method to reach the diverse stakeholder groups within the City effectively. The goal is to drive community engagement back to the website via social media and other public outreach; each piece of website content generates a matching social media post(s) with link back to the website. The website is the communications hub for the public project and process.

Web-based surveys will be used to gather input and track stakeholder understanding about water system issues and the project. Survey monkey or a similar platform will be used to collect this information and linked through the City's website. Up to three (3) surveys will be generated to track stakeholder engagement and understanding. Development of the surveys will include collaboration with the City to identify the goals for the survey and design customized questions suited to the target audience. Surveys will be developed to capture information using an online tool (such as SurveyMonkey, Thought Exchange, or similar).

Specifically, for each engagement the following will be developed:

- Up to 10 press releases
- Up to 20 social media posts
- Up to 5 updates to website content
- Up to 3 web-based surveys of the public (to be hosted on City's website)

All content will be provided to the City in electronic format for review and posting. It is assumed that the content will undergo internal City review before posting and no revisions to the content will be necessary.

Phase 1 Engagement: Stakeholder Interviews (15 total)

The Contractor will identify, contact, and interview up to fifteen (15 = 12 stakeholders + 3 PDAs) external stakeholders at the outset of the program to gain early feedback from key stakeholder groups on the engagement process and Strategy Framework as well as gain an understanding of how best to communicate with the diverse community stakeholders. This early engagement provides the opportunity for stakeholders to get involved early and provide input into how the engagement process is framed. Early engagement on the process is a vital ingredient in stakeholder management, understanding that if you engage stakeholders early in the project and give them input opportunities into the engagement process, they will be more likely to accept the outcome even if they disagree with it. Interviews will be conducted with up to twelve (12) stakeholders such as representatives within each City Council District, the Community Assembly (representing the 30 neighborhood councils), Spokane University District Riverpoint Campus, representatives for The Spokane and Kalispel Tribes, Greater Spokane Incorporated, Spokane Association of Realtors, Spokane Building Council, the Lands Council The Spokane Riverkeeper or other representative groups (such as Spokane Metro Independent Business Alliance, League of Women Voters, NAACP, APIC, and other underrepresented groups). Also, interviews will be conducted with the three (3) Public Development Areas (PDA) within the City (West Plains, University, and Northeast PDAs). Feedback from interviews will inform key messages and considerations for engagement and communication efforts, including website content and promotional materials. Interviewees will be asked if their input may be used in communications efforts, including photos and quotes (as permitted by stakeholder). Interview feedback will be consolidated and provided electronically to the City in a final short Interview Summary.

Phase 1 Engagement: Community Workshop

Topic: How Community Can Help Address Water System issues

This 2-hour workshop will be focused on introducing the project and an opportunity for initial input from residents and other stakeholders. This workshop will present information on the overall project as well as the longer-term engagement process. It also will be used as a space to gather important community feedback from community members on how decisions are being made, key objectives, how level of service relates to cost of water, and how change in water use can impact decisions and rates. Contractor will develop one (1) public meeting materials packet including agenda and meeting materials) and one (1) meeting summary, which will be provided to the City electronically.

Phase 2 Engagement: Community Workshop

Topic: Layout of Draft Strategy

This workshop will present the MODA Framework, the Adaptive Pathways Planning Approach and how the Draft Strategy was formulated. The workshop will discuss how water use and water conservation can impact future decision-making and option pathways as well as how this impacts preliminary recommendations for the City's long-term Strategy. The workshop will be used to gather community feedback on the direction and vision for the Strategy and will provide residents and other stakeholder with an opportunity to express what elements of the Strategy they like; what they do not like; what specific changes they would like to see, and what considerations the City should consider. Contractor will develop one (1) public meeting materials packet including agenda and meeting materials) and one (1) meeting summary, which will be provided to the City electronically.

Phase 2 Final Capital Improvement Plan and Changes to SMC/ Design Standards Workshops

Topic: Review of Final Strategy and Spokane Municipal Code (SMC)/Design Standards

This workshop will present the Final Strategy as well as SMC/Design Standard revisions. The workshop will discuss the City's long-term Strategy, the SMC/Design Standard revisions, why these changes are important, and how they impact the water system and community. The workshop will be used to gather community feedback on the Strategy and will provide residents and other stakeholder with an opportunity to express what elements of the Strategy they like; what they do not like; what specific changes they would like to see, and what considerations the City should consider. Contractor will develop one (1) public meeting materials packet including agenda and meeting materials) and one (1) meeting summary, which will be provided to the City electronically.

Closing the Loop

The process of reporting back in community engagement is vital in building trust with stakeholders. "Closing the Loop" translates into letting stakeholders know what input was collected, how it was used, and how it influenced the final Report. It's a basic principle in good engagement and common courtesy to the stakeholders and ratepayers that have dedicated their own time to provide input into the process. This approach helps increase community trust and is proven to increase the success rate of the next phase of the process. Closing the loop helps establish credibility, manage expectations, and reduce consultation fatigue or cynicism. To deliver on this, the Contractor will develop one draft and one final Consultation Summary to compliment the Final Strategy. This summary will be submitted electronically to the City and should be made publicly available.

As-Needed Services for Rate Case Related or Other Engagement

Topic: TBD

Up to two (2) additional workshops will be held to present and receive feedback on specified topics such as the rate case. The workshops will be used to gather community feedback and will provide residents and other stakeholder with an opportunity to express what they like; what they do not like; what specific changes they would like to see, and what considerations the City should consider on the topic presented. This will provide the City insights into key issues, appetite, and support for rate changes in 2023. The effort under this as-needed services task would be provided on a time and material basis, which will be agreed upon by the City's PM via email before work commences. The email will outline the number of hours and budget needed for the task. A budget of approximately \$23,070 has been set aside for this task. Contractor will provide notify via email the City PM once 80% of the budget of an agreed upon budget is reached.

As-Needed Services for Storyboarding Support

The Contractor can develop or provide support to City staff to develop Storyboards for use on the City's website and for public engagement. The effort under this as-needed services task would be provided on a time and material basis, which will be agreed upon by the City's PM via email before work commences. The email will outline the number of hours and budget needed for the task. A budget of approximately \$20,035 has been set aside for this task. Contractor will provide notify via email the City PM once 80% of the budget of an agreed upon budget is reached.

Table 7 **Phase 1 External Engagement Activities**

Activity	Content	Detail
1. Project Initiation and Ongoing Engagement (website, social media, promotional materials)	Improve understanding about system issues, level of service, cost of water, and purpose of the project	<p><u>Contractor Responsibility:</u></p> <ul style="list-style-type: none"> – Create content for website with project information and promotional material for downloading. – Assist with social media accounts to match branding and main messaging developed by Contractor in collaboration with the City. <p><u>City Responsibilities:</u></p> <ul style="list-style-type: none"> – Hosting website and collecting community feedback according to public record rules, storing these comments and making them available later as/if needed. – Managing and updating social media accounts with project information <p><u>City and Contractor Responsibilities:</u></p> <ul style="list-style-type: none"> – Determine who has access to website and can make updates etc.
2. Stakeholder Interviews (In-Person/Virtual – November 2021)	Introduction to the project, overview of consultation approach, ask for insight into the topic, initial thoughts on how they think the community should be engaged.	<p>Each stakeholder interview conducted by Contractor serves several purposes:</p> <ul style="list-style-type: none"> – Introduction of the project and answering FAQs re: process. – Gathering input from stakeholder (pros / cons) and inquire how best to communicate with each stakeholder group. – Clarifying best communication practices includes overcoming language and technology barriers. – Collect strong statements from stakeholder to use in social media and web content development, as approved by stakeholder.
3. Phase 1 Workshops (In-Person – July 2022)	<p><u>How Community Can Help Address Water System issues</u></p> <p>Discuss how the public will be engaged; how decisions are being made; key objectives; how level of service relates to cost of water, and how changes in water use can impact decisions, and rates.</p> <p>Note: Topics will be confirmed during engagement planning.</p>	<p>All community workshops will be planned to follow a hybrid method (virtually and in-person).</p> <p><u>Contractor Responsibilities:</u> Contractor will design and facilitate community workshops and prepare materials for the session.</p> <p><u>The City Responsibilities:</u> To be confirmed during the Project Kick-Off Meeting.</p>
4. Phase 2 Workshops (In-Person – February 2023)	<p>Layout of Draft Strategy. Discuss draft Strategy and how water use/conservation impacts future.</p> <p>Note: Topics will be confirmed during engagement planning.</p>	<p>All community workshops will be planned to follow a hybrid method (virtually and in-person).</p> <p><u>Contractor Responsibilities:</u> Contractor will design and facilitate community workshops and prepare materials for the session.</p> <p><u>The City Responsibilities:</u> To be confirmed during the Project Kick-Off Meeting.</p>
5. Phase 2 Final Capital Improvement Plan and Changes to SMC/ Design Standards Workshops (In-Person – March 2023)	Gain endorsement for final Strategy and 20-Year CIP; target outreach to development and other stakeholders impacted by	<p>All community workshops will be planned to follow a hybrid method (virtually and in-person).</p> <p><u>Contractor Responsibilities:</u> Contractor will design and facilitate community workshops and prepare materials for the session.</p>

Activity	Content	Detail
	changes to SMC/design standards.	<u>The City Responsibilities:</u> To be confirmed during the Project Kick-Off Meeting.
6. Optional - Rate Case Related or Other Engagement (In-Person – June/September 2023)	As needed engagements to support ongoing implementation of the Strategy, CIP, or related activities such as the rate.	All community workshops will be planned to follow a hybrid method (virtually and in-person). <u>Contractor Responsibilities:</u> Contractor will design and facilitate community workshops and prepare materials for the session. <u>The City Responsibilities:</u> To be confirmed during the Project Kick-Off Meeting.

Deliverables:

Deliverables included as part of Task 2 include:

- Draft and Final C&E principals and goals
- Draft and Final stakeholder mapping matrix
- Draft and Final Internal/External Stakeholder Engagement Plan
- Draft and Final Public Participation Plan
- Draft and Final C&E Plan
- Draft and Final internal TAC Team Charter
- Eight (8) internal TAC Team meeting materials packets (including agendas and meeting materials) and meeting summaries
- Draft and Final external TAC Team Charter
- Four (4) external TAC Team meeting materials packets (including agendas and meeting materials) and meeting summaries
- Eight (8) internal engagement meeting material packets including agendas and meeting materials) and meeting summaries
- External engagement materials (Website, social media, print and visual media coordination and Story Mapping) including:
 - Up to 10 press releases
 - Up to 20 social media posts
 - Up to 5 updates to website content
 - UP to 3 web-based surveys
- Final draft of the 23 interview summaries of Internal/External TAC Team members and Stakeholders
- Up to three (3) public meeting materials packets including agendas and meeting materials) and up to three (3) meeting summaries
- Draft and Final Consultation Summary
- As-Needed Services - Up to two (2) optional external engagement meeting materials packets including agendas and meeting materials) and meeting summaries
- As-Needed Services - Up to one storyboard

Task 3: Multi-Objective Criteria Analysis

The Multi-Objective Decision Analysis (MODA) will include a review of the existing MODA Framework as well as bring new ideas into the MODA development process by (a) reviewing best practices and how to reach internal City consensus on level of service, system risks, and system performance; (b) using innovative consensus building tools; and (c) developing MODA results. This will provide the framework for a Strategy and the 20-Year CIP that the community can understand and endorse.

MODA is a process for making decisions where there are complex issues involving multiple criteria and numerous stakeholders who are invested in the outcomes of the decisions. Using MODA allows stakeholders to evaluate alternatives or options by considering and weighting factors and trade-offs. A MODA approach provides a rigorous and defensible decision-making process that results in better-managed risk as well as improved public confidence, internal utility coordination, communication, and information and knowledge transfer/retention.

Specific activities to be performed as part of this task include:

Recommend Best Practices

- A. **Data/Information Gathering** -Contractor will review up to 20 documents/information sources provided by the City. The purpose of this review is to identify the City's priorities, goals, objectives, issues related to operations, policies, processes, agreements, relationships with local agencies, communication, and engagement activities/ public awareness campaigns, as well as water quality and quantity analysis, impacts of future regulations, and modelling approaches and parameters. Specifically, the Contractor will review key policies, documents, and websites to:

- Determine the City's priorities, goals, objectives – Identify City policy cohesion and potential disparities
- Understand the City's land development process and procedures (including servicing and landscaping provisions)
- Understand the relationships with interconnected water purveyors including intertie agreements
- Understand internal City inter -and intra -departmental coordination and communication
- Understand equity issues facing the water system and City priorities
- Identify industry best management practices for water conservation, water allocation, and system robustness and sustainability
- Review existing City documents including the Spokane Comprehensive Plan, Spokane Municipal Code, Water Conservation Master Plan, Draft Drought Response Plan, Draft Sustainability Action Plan, Water System Plan, 20-Year Capital Facilities Plan for Utilities, Integrated Clean Water Plan, Washington State Water Design Manual, Innovative Infrastructure Initiative, engineering design standards, policies, and operational procedures
- Review communication and engagement approaches as well as public awareness campaigns
- Review water quality and quantity, data analysis practices and relevant regulation
- Review water demand and conservation practices and relevant regulation including California's demand management measures for water retailers

The Contractor will also review up to five (5) outside sources and standards to help formulate recommendation for best practices.

- B. **Policy/Procedures/Methodologies** - A draft and final matrix will be used to compile information, capturing the source; approach, methodology, practice, procedure, or process; date of implementation; advantages and disadvantages of process; and examples of differing methodologies. Outside sources and standards will also be used to help formulate recommendations for best practices. A draft and final matrix of future looking (20-Year +) recommendations will be compiled by category (such as operation and maintenance procedures,

governance policies, water system modelling methodologies and parameters, development process and procedures, intertie agreement language, equity considerations, communication standards and practices). The draft matrix will be submitted to the City and the TAC Team for review in electronic format. One set of consolidated comments will be incorporated into the final matrix.

- C. **Water Conservation** - Recommended best practices for water use reduction will be outlined. This effort will include review of existing literature on demand management measures and development of up to five (5) case studies outlining different approaches to demand management. This review will include looking at measures to “Shave the peak” and “Shave the base” of water flows, incorporating equity into water pricing, as well as behavioral based changes such as providing improved data to customers through smart metering, alternative rate structures, and incentives for use of SMART irrigation systems. A matrix will be developed summarizing demand management measures, applicability, advantages/ disadvantages associated with implementation, range of cost to implement, range of benefits from implementation. Up to five (5) 2-page case studies from around the world will be developed that outline demonstratable reductions in water use. One draft and one final version of each case study will be produced and submitted in electronic format.
- D. **Coordination with Other Efforts** - Development of the best practices and strategies recommendations will require coordination with other ongoing work contracted by the City (efforts related to this coordination will occur under Task 5 but information from this coordination will be included in Task 3 work products).
- E. **Deliverables** - A short technical memorandum describing the review/research process, list of recommendations, and case studies will be developed to summarize this effort. One draft and one final version of the TM will be submitted to the City in electronic format. One set of consolidated comments will be incorporated from the draft document into the final document.

Develop MODA Framework

The Draft MODA framework will be reviewed and revised based upon input from the best practices’ recommendations research and input from the City. An excel based tool will be used to formulate the MODA framework.

- A. **Review and Refine Draft MODA** - Contractor will review and refine the draft MODA Framework.
 - **Level of Service (LOS) Review:** Contractor will review the LOS by scanning best practices based on state and federal agency guidelines/regulations, AWWA guidelines, and best engineering judgement, particularly related to system operation and level of service. This will be used to develop LOS value statements which link customer values to best practices. The Contractor will hold up to four (4) meetings with City engineering and operations staff to reach internal City consensus on LOS, system risks, and system performance as well as review the LOS Value statements and discuss changes to the MODA Criteria. The draft MODA will be revised to reflect changes from the LOS value statements.
 - **Defining Key Concepts:** The Contractor will work with the internal and external stakeholders to define key concepts for use in the MODA Framework such as equity, resilience, robustness, flexibility. This will help with the selection of pathways. For example, these definitions will help determine the type of baseline scenario the City uses as well as future scenario pathways (e.g., costs/performs the same under a baseline/median scenario, but might be better under some alternative scenarios? How much does the City value flexibility? Or just being robust so that the options work well no matter what.)
 - **Draft Sustainability Action Plan:** The Contractor will review the Draft Sustainability Action Plan (SP) and identify areas of overlap in a matrix. A meeting will be held with the Manager of Sustainability Initiatives to discuss the SP. A meeting will be held with the PM team to review potential revisions to the MODA, as needed.
 - **Other Efforts:** The Contractor will coordinate with ongoing efforts to verify that the level of service and other related MODA criteria are consistent with ongoing effort assumptions.

One revised draft of the MODA matrix will be developed and submitted in electronic format.

- B. **Revise and Finalize MODA** - The draft MODA will be tested through three (3) facilitated workshops with the TAC teams (facilitated under Task 2). The MODA testing will be performed using a subset of up to five (5) CIP elements that represent different project types. Then one set of revisions, based on the initial testing, will be made to the MODA. The MODA will be reviewed with City staff for final approval then the revised MODA will be used to evaluate the full set of CIP projects. The Contractor will work with the City to identify existing CIP projects from the Water System Plan, coordinate with other consultants performing work with the City to identify new CIPs, and work with City staff to obtain operational/maintenance/governance needs. Up to thirty (30) elements will be scored. A final step will be to review the applicability and level of refinement required to implement the MODA Framework for the other water related City systems (e.g., wastewater, stormwater, and integrated system components). The draft matrices and CIP scoring matrices will be submitted to the City in electronic format.

Deliverables:

Deliverables included as part of Task 3 include:

- Two (2) Draft and Final Best Practices Matrices Tables ([a] for policies, processes, procedure, communication, and governance and [b] for strategies to reduce water use)
- Up to Five (5) Draft and Final Case Studies
- Draft and Final Best Practices TM
- A list of Draft and Final matrix of future looking (20-Year +) recommendations will be compiled by category
- One Draft revised MODA matrices
- Revised Draft and Final MODA Framework (MODA matrices, important factors, scaling definitions for each criterion)
- Test scoring of five (5) project using revised draft MODA
- Final MODA scoring for CIPs (including CIP scores, CIP non-monetary ranking, cost -benefit ranking and graph)

Task 4: Link Strategy for Water Development

The adaptive pathways planning approach will be used to develop the Link Strategy for Water and its associated Report. This approach maximizes the effectiveness of the MODA Framework by consider the long-term implications of decisions and how they impact future options. An adaptive pathway planning framework will provide the City with a roadmap with ‘on and off ramps’ to use in decision making; a context for how decisions made now impact long-term options, and the flexibility to adapt over time to address changes in population growth, climate, public sentiment, customer behavioural changes, regulations, funding, and other stressors. Adaptive Pathways Planning Approach provides decision-makers with different potential pathways enabling them to understand how different decisions work together or preclude other decisions in the future. This improves the prioritization of actions by placing them within a larger context. The Adaptive Pathway Planning Approach will build on the information already collected about the water system from the interviews with Staff, existing reports and analysis, and the ongoing work with other consultants.

The Contractor will use this information to perform an uncertainty analysis to identify what future shocks and stressors could impact the City’s water system as well as how these stressors/shock impact actions that can be taken to improve the function, resiliency, and sustainability of the water system.

Specific activities to be performed as part of this task include:

- A. **Review City’s Innovative Infrastructure Goals and Draft Sustainability Action Plan**– The Contractor will review these goals and use them in the development of the Strategy and 20-Year CIP. These documents along with information from Phase 1 of this project and identified in Task 3 of this scope of work will be used to complete a background review of existing materials,

particularly focused on past and current options studies. The review will be documented in a matrix that identifies initial identification of Key Knowledge Limitations and Gaps as well as key elements of the City's Innovative Infrastructure Goals and Draft Sustainability Action Plan that should be included in the Strategy development. One draft and one final matrix will be developed and submitted in electronic format. One set of consolidated comments will be incorporated into the matrix.

- B. **Perform an Uncertainty Analysis** – The Contractor will consider what regulatory, governance, climatic, demographic, equity issues, and other changes could impact the water system and its ability to meet the needs of its customers. This uncertainty analysis will be a building block for the develop of Plausible Future scenarios. A Matrix will be developed that lists potential stressors by theme, description of the stressor, the driver of change, as well as the potential scale and timing of impact. One (1) draft and one (1) final matrix will be developed and submitted in electronic format. One set of consolidated comments will be incorporated into the matrix.
- C. **Review Potential Plausible Futures and Develop Pathways** - The development of the pathways involves assembling and sequencing the range of actions and options into holistic and alternative 'pathways' that meet project objectives and address identified risks under different scenarios throughout the project planning horizon.

Develop Plausible Future Scenarios

Plausible future scenarios (trends & shocks) and their impact (risks, vulnerabilities) on the water system will be identified. This will be used to build scenarios that address climate change, equity, population growth and demographics, future development, supply and demand projections, interconnection agreements, regionalization of water supply, and behaviour and consider a broader suite of drivers of change and uncertainty. For example, megadroughts, fires and water quality incidents, water restrictions (may not be socially acceptable or economically sustainable in the future), demand, allocation of water to environment and indigenous values, etc.

The Contractor will prepare for one TAC workshop (facilitated under Task 2) to identify Multiple Plausible Futures or Futures for the water system. The Futures will identify potential system risk, stressors, external shocks, and regulatory, population growth, equity issues, and climatic trends. New datasets will not be created as part of this effort, but readily available information will be used to develop potential stressors or shocks that could impact the water system. The Futures should (a) encapsulate a wide range of uncertainty, including where relevant changes to societal, technological, environmental, economic, and political (STEEP) factors and (b) focus on the areas of uncertainty and change that impact the system and key decisions areas. Up to ten (10) future scenarios will be summarized in a matrix. One draft and one final version of the matrix will be provided in electronic format. One set of consolidated comments will be incorporated into the final draft of the matrix.

Develop Pathways

The Contractor will work with City staff and the TAC teams to develop pathways. Developing pathways requires assembling and sequencing the range of actions and options into holistic 'pathways' that meet City objectives and address identified risks under different scenarios throughout the project planning horizon. The purpose of using a pathways approach to strategic planning is that it is a pragmatic approach that allows for uncertainty, change, and flexibility to adapt. There will be varied perspectives on the pathways so a key objective should be to understand and articulate the rationale for these perspectives.

Up to five (5) future scenarios will be developed to identify different potential pathways the City can take to meet water system needs over the next 20-Years. Plausible "actions" (the measures, response, interventions, or options) will be explored that can be used to meet Spokane's goals and objectives, adapt the system over time, address identified risks and thresholds, and respond to future uncertainty. Plausible actions can be capital improvement projects, operations and maintenance actions, policy changes, pricing changes, governance policies, asset management

policies, etc. Once the range of plausible actions is understood, the Contractor will review what impacts the action and are their discrete tipping points that change what and when an action must occur. The assessment of actions, decisions about 'Futures', and preliminary assessment of risks will be developed and reviewed in collaboration with the TAC. A matrix describing the potential futures, key tipping points, key assumptions, and a list of advantages/ disadvantages of the potential pathways will be developed. Up to five (5) potential pathways will be developed based upon the Plausible Futures and the uncertainty analysis, with one pathway focused on regionalization of water management. One draft and one final version of the matrix will be provided in electronic format. One set of consolidated comments will be incorporated into the final draft of the matrix.

- D. **Perform MODA Analysis on Pathways** – The MODA Framework will be used to evaluate potential pathways to select a preferred Pathway. The TAC team (facilitated under Task 2) will be important in developing collective decision-making to inform the selection of a preferred near-term pathway, and longer-term pathways based upon water operations, established priorities to meet regulations, customer preference, and City goals. The pathways (i.e., a portfolio of actions and investments, through time) will be tested against scenarios and the MODA Framework. Where the information is available on project or actions, the (i) associated costs, (ii) impacts to rates, (iii) water quality impacts, (iv) risks, and (v) benefits for each pathway will be compiled/identified and evaluated. One draft matrix will be developed that describes the Pathways and their key characteristics, costs, benefit scores, and priority ranking of recommended actions.

Drawing on the development and evaluation of pathways in previous steps to provide a collective understanding of the impacts, costs, and benefits of different pathways available, the TAC will be guided through a trade-offs analysis to identify a preferred pathway. This preferred pathway and the actions that comprise it will be outlined and explained in the Final Strategy and 20-Year CIP. This explanation will include a description of the underlining assumptions related to the preferred pathway, what shocks could impact the pathway, where key decision points are projected to occur (as well as what stressors impact cause these inflection points), how certain decisions along the pathway narrow or expand potential future actions, high-level cost impacts of key decisions, and a timeline for the actions within the Pathway. This Pathway and its underlining actions will comprise the 20-Year CIP for the water system. Draft and Final results from the MODA analysis will be provided in Tabular format. Also, an overarching Adaptive Pathway Map describing the overall strategy, underpinned by more detailed pathway maps for different scenarios and articulating timing of key actions (e.g., triggers for readiness activities) will be developed. One Draft and one Final Adaptive Pathway Map will be developed and submitted in electronic format. One set of consolidated comments will be incorporated on the final adaptive pathway map.

- E. **Develop the Link Strategy for Water Report** – The Link Strategy for Water Report will outline the process, results, and next steps for implementing the 20-Year CIP. Also, the report will outline next steps for expanding the Strategy, MODA Framework, and Adaptive Pathway Planning Approach for use on the sewer and stormwater systems. The Contractor will outline lesson learned, what changes or tweaks need to be made to the MODA process, and how implementing the Strategy might impact existing policies, procedures, and processes including communication. Three drafts (draft, Public Draft, and Final Draft) of this report will be generated and submitted to the City.

The Link Strategy for Water Report will describe the process used to develop the Strategy including the MODA framework (including prioritized project list), best practices recommendations, Adaptive Pathway Planning approach and results, a description of the 20-Year CIP, as well as provide recommended updates to City policies, procedures, and processes. This report will be developed in conjunction with the City PM and TAC Team using an iterative process and socialized with the Director of Utilities, City Council, and community to gain endorsement.

Consultation on the Preferred Pathway or 20-Year CIP also will occur with the City Utilities Director and City Council to provide information so that they understand the Strategy development process, the stressors facing the system, key decisions points that impact the 20-Year CIP, and the benefits of the preferred Pathway. The focus of this communication and engagement (facilitated as part of Task 2) will be to gain endorsement for the process and then the Strategy and 20-Year CIP.

Concurrent with this effort will be a public engagement process to inform and gain endorsement for the Strategy and Plan.

- F. **Recommend Changes to the Spokane Municipal Code (SMC), Design Standards, Policies, and Procedures** – The Contractor will review City documents related to the Comprehensive Plan, SMC, engineering design standards, policies, and operation procedures to determine, what, if any, changes are required to facilitate successful implementation of the Link Strategy for Water. Changes needed in City policies will likely include:

- Documentation of levels of service goals
- Key performance indicators
- Revisions to developer requirements to require/encourage compliance with SpokaneScope and more fully assess system-wide impacts from development

The Contractor will work with the City's Project Manager to develop a list of recommended revisions to these documents. These recommendations will be outlined in a technical memorandum that can be included in the Strategy as an appendix. The review process will commence after the preferred pathway is determined and proceed in parallel with development of the Link Strategy for Water Report.

The recommendations will consist of identification of which components of City documents need to be updated, along with proposed edits. The Contractor will not be responsible for facilitating and coordinating buy-in and agreement for City stakeholders for the recommendations. The scope and nature of this subtask depends on the outcome of the Link Water Strategy. As such, the specific scope of work for this subtask will be further clarified as the Link Strategy for Water is being developed and is clearer. An assumed budget placeholder of \$12,000 has been established for this subtask, which will be confirmed prior to beginning execution of this subtask. One draft of a technical memorandum will be developed, which documents review of City documents and recommended revisions. One set of consolidated comments will be incorporated in the final technical memorandum. The final technical memorandum will be incorporated as an appendix in the final Link Strategy for Water Report. The documents will be submitted in electronic format.

Deliverables:

Deliverables included as part of Task 4 include:

- Draft and Final Matrix of Key Knowledge Limitations and Gaps as well as key elements of the City's Innovative Infrastructure Goals and Draft Sustainability Action Plan for inclusion into Strategy
- Draft and Final Uncertainty Matrix
- Draft and Final Plausible Futures Matrix
- Draft and Final Pathways Matrix
- Draft and Final MODA Scoring of Pathways
- Draft and Final Adaptive Pathway Maps
- Draft and Final MODA Analysis of Potential Pathways
- Draft Recommended City Standards, Policies, and Procedural Changes TM
- Draft, Public Draft and Final Draft of Link Strategy for Water Report including the 20-Year CIP and an Appendix on recommended City Standards, policies, and procedural changes

Task 5: Coordination with Other Efforts and Other As-Needed Services

This task includes coordination with other City efforts and as-needed services including supporting the City to assist with rate setting study work; revision of the MODA and Strategy for water resource planning,

sewer, or stormwater system; water system plan/system optimization; community-based social marketing to implement the strategy; and engineering work associated with these topics.

Coordination with Other City Efforts

The focus of this effort is to provide support and collaboration/ communication between different ongoing City efforts to improve planning processes by sharing ideas so that modelling, assessment, planning, water rights discussions, and rate setting efforts are using consistent language and considering the same parameters. The Contractor will work with the City's PM to coordinate with other ongoing efforts including the Draft Sustainability Action Plan, equity issues, Water System Plan/System Optimization, Water Conservation Plan, water rights discussions, rate setting work, etc. As part of this effort, the Contractor will convene, prepare for, and hold up to six (6) virtual 1-hour meetings and provide email summary of key decisions and action items for each meeting in electronic format (one meeting in 2021, three meetings in 2022, and two meetings in 2023 are assumed). This task also includes providing review commentary on up to five (5) documents including topics such as descriptions of other efforts, remaining issues, and next steps, and comparison tables with accompanying narrative.

As-needed Services to Coordinate with Other City Efforts

The as-needed services will be provided to the City on a time and material basis, which will be agreed upon by the City's PM via email before work commences. The email will outline the number of hours and budget needed for the task. A set aside budget of \$45,000 has been set aside for this task. Contractor will provide notify via email the City PM once 80% of the budget of an agreed upon budget is reached.

Deliverables:

Deliverables included as part of Task 5 include:

- Up to 10 email summaries of key decisions and action items from meetings
- Up to 5 review commentaries
- Deliverables agreed upon for as-needed services



GHD - PROJECT FEE ESTIMATING SHEET

Project Name: Spokane Link Utilities
Prepared by: Anne Lynch
Job Number: 11224400

Client: City of Spokane
Date: August 16, 2021

LABOR CATEGORY >																	FEE COMPUTATION									



Agenda Sheet for City Council Meeting of: 10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2014-0610
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	REVENUE

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 INTERLOCAL AGREEMENT WITH THE CITY OF CHENEY FOR DISPOSAL SERVICES

Agenda Wording

Interlocal Agreement (ILA) extension with the City of Cheney for solid waste disposal services at the Waste to Energy Facility from Nov. 17, 2021 - Nov. 16, 2026 for an estimated annual revenue of \$500,000.00.

Summary (Background)

The City of Spokane currently offers disposal services for the City of Cheney's owned and operated solid waste collection vehicles, as well as residential self-hauled loads, at the WTE Facility, under a seven (7) year ILA with an option to extend the term. This extension will be for five years, with all terms of the original agreement remaining the same, including annual CPI increases to the hauler disposal rates. Self-hauled loads will continue to be charged at the current gate rates.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 500,000.00	Budget Account	# 4490-44110-37052-34363
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 9/27/21
Council Sponsor	CP Beggs

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Chris Grover, Mayor, cgrover@cityofcheney.org

Additional Approvals

Purchasing	PRINCE, THEA
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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Extension of Interlocal Agreement with the City of Cheney For Disposal Services at the WTE.
Date:	September 27, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of Interlocal Agreement extension to continue providing disposal services for the City of Cheney.
Background/History: <p>The City of Spokane currently offers disposal services for the City of Cheney's owned and operated solid waste collection vehicles, as well as residential self-hauled loads, at the WTE Facility under an Interlocal Agreement (ILA) which commenced on November 17, 2014 and runs through November 16, 2021, with an option to extend the term as agreed upon by both Parties.</p> <p>This extension to the ILA would be for an additional five years, beginning on November 17, 2021 and run through November 16, 2026. All terms of the original ILA are to remain the same, including annual CPI increases to the disposal rates for the City of Cheney's solid waste collection vehicles and the self-hauled loads will continue to be charged at the current gate rates. The value of the ILA is approximately \$500,000.00 in annual revenue to the City of Spokane.</p>	
Executive Summary: <ul style="list-style-type: none"> • Five (5) year extension to the current ILA with the City of Cheney to provide disposal services for Cheney's solid waste collection vehicles at the WTE Facility. • Term from Nov. 17, 2021 through Nov. 16, 2026. • Annual revenue is approx. \$500,000 or \$2.5M for five (5) years. • All terms of the original ILA are to remain the same. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane
INTERLOCAL AGREEMENT EXTENSION

Title: **Solid Waste Disposal Services at the WTEF**

This Interlocal Agreement Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and the **City of Cheney**, whose address is 609 Second Street, Cheney, Washington 99004 as ("**Cheney**"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Interlocal Agreement on September 12, 2014 wherein the City of Spokane agreed to permit the City of Cheney to use the Waste to Energy Facility for Solid Waste Disposal Services Solid Waste Management Plan; and

WHEREAS, the Parties wish to extend the Interlocal Agreement time as provided for in Section 3 A for an additional five (5) years; and

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

1. CONTRACT DOCUMENTS.

The Interlocal Agreement, dated September 12, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Interlocal Agreement Extension shall become effective on November 17, 2021.

3. EXTENSION.

The Interlocal Agreement documents are hereby extended and shall run through 11:59 p.m. on November 16, 2026.

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

THE CITY OF CHENEY

THE CITY OF SPOKANE

Chris Grover, Mayor

Date

Nadine Woodward, Mayor

Date

Attest:

Finance Director

Attest:

Terri Pfister, City Clerk

Approved as to form:

Assistant City Attorney

U2021-074



Agenda Sheet for City Council Meeting of: 10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2014-0727
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	REVENUE

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 INTERLOCAL AGREEMENT WITH CITY OF MEDICAL LAKE FOR DISPOSAL SERVICES

Agenda Wording

Interlocal Agreement (ILA) extension with the City of Medical Lake for disposal of solid waste at the Waste to Energy Facility from Nov. 17, 2021 - Nov. 16, 2026 for an annual revenue of \$160,000.00.

Summary (Background)

The City of Spokane currently offers disposal services for the City of Medical Lake's solid waste collection service providers, as well as residential self-hauled loads, at the WTE Facility, under a seven (7) year ILA with an option to extend the term. This extension will be for five years, with all terms of the original agreement remaining the same, including annual CPI increases to the hauler disposal rates. Self-hauled loads will continue to be charged at the current gate rates.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 160,000.00	Budget Account	# 4490-44110-37052-34363
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	9/27/21 PIES
Council Sponsor	CP Beggs

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Shirley Maike, Mayor, mayor@medical-lake.org

Additional Approvals

Purchasing	PRINCE, THEA
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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Extension of Interlocal Agreement with the City of Medical Lake For Disposal Services at the WTE.
Date:	September 27, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of Interlocal Agreement extension to continue providing disposal services for the City of Medical Lake.
Background/History: <p>The City of Spokane currently offers disposal services for the City of Medical Lake's contracted solid waste collection service providers and residential self-hauled loads at the WTE Facility under an Interlocal Agreement (ILA) which commenced on November 17, 2014 and runs through November 16, 2021, with an option to extend the term as agreed upon by both Parties.</p> <p>This extension to the ILA would be for an additional five years, beginning on November 17, 2021 and run through November 16, 2026. All terms of the original ILA are to remain the same, including annual CPI increases to the disposal rates for the collection service providers and the self-hauled loads will continue to be charged at the current gate rates. The value of the ILA is approximately \$160,000.00 in annual revenue to the City of Spokane.</p>	
Executive Summary: <ul style="list-style-type: none"> Five (5) year extension to the current ILA with the City of Medical Lake to provide disposal services for Medical Lake's contracted solid waste collection service providers and residential self-hauled loads at the WTE Facility. Term from Nov. 17, 2021 through Nov. 16, 2026. Annual revenue is approx. \$150,000 or \$800,000.00 for five (5) years. All terms of the original ILA are to remain the same. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane
INTERLOCAL AGREEMENT EXTENSION

Title: **Solid Waste Disposal Services at the WTEF**

This Interlocal Agreement Extension is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and the **City of Medical Lake** ("Medical Lake"), a Washington municipal corporation, whose address is P.O. Box 369, Medical Lake, Washington 99022, individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into that certain "Interlocal Agreement Between the City of Medical Lake and the City of Spokane for Disposal of Solid Waste" on November 6, 2014 (the "Interlocal Agreement"), a copy of which is attached hereto as Exhibit "A", wherein the City of Spokane established terms and conditions with the City of Medical Lake to dispose of all solid waste collected within Medical Lake, to be delivered to the City of Spokane's Waste to Energy Facility including self-haul customers; and

WHEREAS, the Parties wish to extend the Term of the Interlocal Agreement as provided for in Section 3(A) of the Interlocal Agreement for an additional five (5) years; and

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

1. INCORPORATION BY REFERENCE.

The Interlocal Agreement, dated November 6, 2014, is hereby incorporated by reference into this Interlocal Agreement Extension as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Interlocal Agreement Extension shall become effective on November 17, 2021.

3. EXTENSION.

The Interlocal Agreement is hereby extended and shall run through 11:59 p.m. on November 16, 2026.

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 Interlocal Agreement Extension by having legally-binding representatives affix their signatures below.

THE CITY OF MEDICAL LAKE

THE CITY OF SPOKANE

Shirley Maike, Mayor Date

Nadine Woodward, Mayor Date

Attest:

Finance Director

Attest:

Terri Pfister, City Clerk

Approved as to form:

Assistant City Attorney

U2021-075a



Agenda Sheet for City Council Meeting of:
10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 2014-0728
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	REVENUE

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 INTERLOCAL AGREEMENT WITH AIRWAY HEIGHTS FOR DISPOSAL SERVICES

Agenda Wording

Interlocal Agreement (ILA) extension with Airway Heights for disposal services at the Waste to Energy Facility from Nov. 17, 2021 - Nov. 16, 2026 for an annual revenue of approximately \$500,000.00.

Summary (Background)

The City of Spokane currently offers disposal services for the City of Airway Heights contracted solid waste collection service providers and residential self-hauled loads at the WTE under a seven (7) year ILA with an option to extend the term. This extension will be for five years, with all terms of the original agreement remaining the same, including annual CPI increases to the hauler disposal rates. Self-hauled loads will continue to be charged at the current gate rates.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 500,000.00
Select	\$
Select	\$
Select	\$

Budget Account

4490-44110-37052-34363
#
#
#

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	9/27/21 PIES
<u>Council Sponsor</u>	CP Beggs

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
caverty@spokanecity.org
Albert Tripp, City Manager, atripp@cawh.org

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA
--------------------------	--------------

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Extension of Interlocal Agreement with the City of Airway Heights For Disposal Services at the WTE.
Date:	September 27, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of Interlocal Agreement extension to continue providing disposal services for the City of Airway Heights.
Background/History: <p>The City of Spokane currently offers disposal services for the City of Airway Heights contracted solid waste collection service providers and residential self-hauled loads at the WTE Facility under an Interlocal Agreement (ILA) which commenced on November 17, 2014 and runs through November 16, 2021, with an option to extend the term as agreed upon by both Parties.</p> <p>This extension to the ILA would be for an additional five years, beginning on November 17, 2021 and run through November 16, 2026. All terms of the original ILA are to remain the same, including annual CPI increases to the disposal rates for the collection service providers and the self-hauled loads will continue to be charged at the current gate rates. The value of the ILA is approximately \$500,000.00 in annual revenue to the City of Spokane.</p>	
Executive Summary: <ul style="list-style-type: none"> Five (5) year extension to the current ILA with the City of Airway Heights to provide disposal services for Airway Height's contracted solid waste collection service providers and residential self-hauled loads at the WTE Facility. Term from Nov. 17, 2021 through Nov. 16, 2026. Annual revenue is approx. \$500,000 or \$2,500,000 for five (5) years. All terms of the original ILA are to remain the same. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane
INTERLOCAL AGREEMENT EXTENSION

Title: **Solid Waste Disposal Services at the WTEF**

This Interlocal Agreement Extension is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and the **City of Airway Heights** ("Airway Heights"), a Washington municipal corporation, whose address is 1208 S. Lundstrom, Airway Heights, Washington 99001, individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into that certain "Interlocal Agreement Between the City of Airway Heights and the City of Spokane for Disposal of Solid Waste" on November 17, 2014 (the "Interlocal Agreement"), a copy of which is attached hereto as Exhibit "A", wherein the City of Spokane established terms and conditions with the City of Airway Heights to dispose of all solid waste collected within Airway Heights, to be delivered to the City of Spokane's Waste to Energy Facility including self-haul customers; and

WHEREAS, the Parties wish to extend the Term of the Interlocal Agreement as provided for in Section 3(A) of the Interlocal Agreement for an additional five (5) years; and

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

1. INCORPORATION BY REFERENCE.

The Interlocal Agreement, dated November 17, 2014, is hereby incorporated by reference into this Interlocal Agreement Extension as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Interlocal Agreement Extension shall become effective on November 17, 2021.

3. EXTENSION.

The Interlocal Agreement is hereby extended and shall run through 11:59 p.m. on November 16, 2026.

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 Interlocal Agreement Extension by having legally-binding representatives affix their signatures below.

THE CITY OF AIRWAY HEIGHTS

THE CITY OF SPOKANE

Albert Tripp, City Manager Date

Nadine Woodward, Mayor Date

Attest:

Airway Heights, City Clerk

Attest:

Terri Pfister, City Clerk

Approved as to Form:

Stanley Schwartz
Airway Heights – Attorney

Approved as to Form:

Assistant City Attorney

U2021-081



Agenda Sheet for City Council Meeting of: 10/11/2021

Date Rec'd	9/29/2021
Clerk's File #	OPR 1991-0473
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	2022 BUDGET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT AMENDMENT/EXTENSION WITH REGIONAL DISPOSAL COMPANY

Agenda Wording

Contract amendment/extension with Regional Disposal Company (RDC), Roosevelt, WA, for disposal services at RDC's landfill in Klickitat County, WA from Nov. 17, 2021-Nov. 16, 2022 for an estimated cost of \$8,500,000.00 including taxes.

Summary (Background)

The City entered into a contract with RDC for disposal of ash, bypass and non-processible wastes from the WTE. The current seven (7) year contract allows for three (3) one-year extensions. This would be the first of those extensions. The contract terms will be amended to allow for a fixed price increase of 3% instead of using the previously agreed upon CPI index as the adjustment factor.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 8,500,000.00	Budget Account	# 4490-44100-37148-54201
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	9/27/21 PIES
Council Sponsor	CP Beggs

Distribution List

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jsalstrom@spokanecity.org
tprince@spokanecity.org
DocuSign to: Ryan Lawler, NW Area President, RLawler@republicservices.com
Matthew Pederson, MPederson@republicservices.com

Additional Approvals

Purchasing

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract amendment/extension for transportation and disposal of ash and bypass waste from the WTE.
Date:	August 23, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract amendment/extension to ensure uninterrupted operations of the WTE.
Background/History: The City entered into a contract with Regional Disposal Company (RDC) for transportation and disposal services for ash, bypass and non-processible waste at RDC's landfill in Klickitat County, WA. The current seven (7) year contract period, which spans from Nov. 17, 2014 to Nov. 16, 2021, allows for three (3) additional one (1) year extensions. This would be the first of those extensions, from Nov. 17, 2021 through Nov. 16, 2022. Historically, the rates for disposal per the contract have been adjusted annually based on Consumer Price Index (CPI) increases. The contract will be amended to allow for a fixed increase of 3% instead, due to the current volatility of the price index. The rate per ton for ash disposal will increase from \$56.03 to \$57.17 and the rate per ton for bypassed/non-processible waste will increase from \$53.80 to \$55.41. The estimated annual cost for this amendment/extension is \$8,500,000.00 including taxes.	
Executive Summary: <ul style="list-style-type: none"> • Extension #1 of 3 to the contract with RDC for transportation and disposal of ash and bypassed waste from the WTE. • Contract amendment to change from an annual CPI rate increase to a fixed 3% increase due to current price index volatility. • Ash disposal rate per ton going from \$56.03 to \$57.17. • Bypass/non-processible waste rate per ton going from \$53.80 to \$55.41. • Contract term from Nov. 17, 2021 through Nov. 16, 2022 with an estimated annual cost of \$8.5M including taxes. 	
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: (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:	

**AMENDMENT TO SPOKANE SOLID WASTE DISPOSAL SYSTEM
CONTRACT**

This Amendment to Spokane Solid Waste Disposal System Contract (this “Amendment”) is entered into as of September __, 2021, between the City of Spokane, a Washington State municipal corporation (the “City”), and Regional Disposal Company, a Washington General Partnership, whose address is 500 Roosevelt Grade Road, Roosevelt, Washington 99356 (“RDC”). Jointly referred to as “Parties”.

Recitals

A. The City and RDC entered into the Spokane Solid Waste Disposal System Contract dated July 26, 1991, as amended in 1993, 1998, 2011, and 2014 (collectively, the “Contract”), whereby Contractor agreed to provide services for the acceptance, storage, handling, uploading, and transport, and disposal of ash, bypass and non-processible waste, among other related services, to the City; and

B. The City has requested to exercise the first of (3) one-year extensions; and

C. RDC has agreed to provide the services outlined in the Contract for an additional one-year term, subject to the Contract terms and conditions and the modifications set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Extension. Section 20.1 shall be amended to extend the term of the Contract for an additional twelve-month period, ending on November 16, 2022.

2. Annual Rate Adjustment. Regarding the annual rate adjustments set forth in Section 8.1, the parties agree that for the purposes of this extension, a fixed 3% increase on January 1, 2022 is an appropriate increase given the current rates of CPI.

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Contract.

4. Continuing Effect and Order of Precedence. Except as expressly modified or amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect. In the case of a conflict in meaning between the Contract and this Amendment, the Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and

treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CONTRACTOR:

CITY:

REGIONAL DISPOSAL COMPANY

CITY OF SPOKANE

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTACHMENT A

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

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

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

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

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



Agenda Sheet for City Council Meeting of:
10/11/2021

<u>Date Rec'd</u>	9/28/2021
<u>Clerk's File #</u>	RES 2021-0083
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS
<u>Contact Name/Phone</u>	MARLENE FEIST 6505
<u>Contact E-Mail</u>	MFEIST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	5200 - ASSISTING CUSTOMERS

Agenda Wording

Clarify for utility customers who are currently in arrears due to COVID-19 as the moratorium on water shutoffs expires. The resolution provides a transition period to address past-due utility bills, customers would have until 3/31/2022.

Summary (Background)

The current statewide moratorium on utility service suspension and utility late fees will expire on September 30, 2021. The City Council also approved a resolution ending the COVID emergency on June 7, 2021. The City needs to provide guidance and predictability on what customers can expect as we transition out of the pandemic period.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

Approvals

Council Notifications

<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session\Other</u>	PIES September 27, 2021
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	CP - Breean Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	mfeist@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	cmorse@spokanecity.org	
<u>Additional Approvals</u>		eschoedel@spokanecity.org	
<u>Purchasing</u>		rhulvey@spokaneicity.org	

RESOLUTION NO. 2021-0083

A RESOLUTION REGARDING DELINQUENT ACCOUNTS AND EXTENSION OF TIME TO ENTER INTO PAYMENT ARRANGEMENTS FOLLOWING EXPIRATION OF WATER SHUTOFF MORATORIUMS POST COVID-19.

WHEREAS, the COVID-19 pandemic has greatly impacted the City of Spokane and its utility customers; and

WHEREAS, since March 2020, the Governor and City have issued moratoriums prohibiting utilities from assessing late charges and prohibiting water shutoff on delinquent accounts; and

WHEREAS, as a result, more than 7,000 City utility accounts have past-due amounts that have accrued during the pandemic period—March 2020 to September 2021; these accounts are predominately residential utility accounts; and.

WHEREAS, on June 7, 2021, the Spokane City Council approved a resolution terminating the declared emergency state of the COVID-19 response and placed the City of Spokane on a recovery posture to accelerate the recovery of economic, social and cultural life; and.

WHEREAS, the current statewide moratorium on water shutoff and utility late fees will expire on September 30, 2021, after which delinquent accounts may be otherwise eligible for water shut off protocols, late fees and interest charges; and

WHEREAS, to assist with economic recovery and to help maintain a healthy community, the City would like to provide a transition period to allow delinquent utility customers to address past-due amounts due to the COVID-19 pandemic and agree to payment arrangements for past-due amounts; and

WHEREAS, to provide customers with guidance and predictability as the community transitions out of the pandemic period created by COVID-19, it is necessary to identify the time period for account holders to become current on their bills or enter into payment arrangements to repay the accrued delinquent bills; and

WHEREAS, commencing October 1, 2021, delinquent accounts can be subject to late fees and interest on past due amounts. In order to provide customers with adequate time to enter into payment arrangements for past due amounts, late fees and interest accrual should be postponed 60 days to November 30, 2021, after which time, past due amounts may be subject to late fees and interest; and

WHEREAS, the transition period should coincide with the availability of other recovery tools the City has used during these unprecedented times or is anticipating, such as the T-Rap funding for rent and utility assistance, the City's U-Help program, and

the anticipated federal Low Income Household Water Assistance Program (LIHWAP); and

WHEREAS, Utility Billing anticipates beginning outreach immediately to affected customers, and after March 31, 2022, remaining delinquent accounts may be subject to water shut off and assessment of late charges and fees, as allowed under state law.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council:

1. The foregoing recitals are hereby adopted as the Council's findings in support of this Resolution.
2. The City Council recommends providing delinquent utility account holders six months, until March 31, 2022, to become current on their utility bill or to make payment arrangements to repay accrued account balances before the City would proceed with shutting water off due to delinquent account balances which accrued due to COVID-19.
3. Any account holders with outstanding, past due account balances, who have not entered into formal payment arrangements may accrue late fees, charges, and interest as of November 30, 2021.
4. Customers with remaining delinquent accounts, who have not entered into repayment arrangements prior to March 31, 2022, may be eligible for water shut off procedures and fees, as of that date.

ADOPTED by the Spokane City Council this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

10/11/2021

Date Rec'd

10/1/2021

Clerk's File #

ORD C36114

Renews #**Cross Ref #****Submitting Dept**

TREASURY SERVICES

Contact Name/Phone

TONYA WALLACE X6845

Project #**Contact E-Mail**

TWALLACE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0410 - BUSINESS REGISTRATION ANNUAL FEE ADJUSTMENT

Agenda Wording

Annual review of Business Registration Fee amount prior to October 1st, per SMC 08.02.0206.

Summary (Background)

The regular registration fee is currently \$120. Businesses qualifying for a reduced fee license currently pay \$60.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$ 0

Budget Account

99999

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

F&A 9-16-2021

Division Director**Council Sponsor**

CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

bwilkerson@spokanecity.org;
mcarlos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org;
jahensley@spokanecity.org**Additional Approvals**

ddaniels@spokanecity.org; ablain@spokanecity.org

Purchasing

Briefing Paper

SUSTAINABLE RESOURCES COMMITTEE

Division & Department:	Finance
Subject:	Business Registration Annual Fee Adjustment
Date:	09/20/2021
Contact (email & phone):	twallace@spokanecity.org; 625-6845 Tonya Wallace, CFO
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration 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)	Budget
Strategic Initiative:	N/A
Deadline:	Review annually prior to October 1 st , per SMC 08.02.0206
Outcome: (deliverables, delivery duties, milestones to meet)	Determination of 2022 Business Registration Fee Amount
<p>Background/History: SMC 08.02.0206 states: “Effective January 1, 2011, and the first of January of each year thereafter, the various business registration fees set forth above shall be adjusted by the City of Spokane Treasurer’s Office for an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the City Treasurer before becoming effective. The annual fee adjustment shall not apply to the additional fee per personnel set forth in subsection (C) of this section.”</p> <p>As noted in the above SMC, the CPI increase only applies to the basic registration fee and not to the personnel fees. The regular registration fee is currently \$120. Businesses qualifying for a reduced fee license currently pay \$60.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> The CPI figures for July – July (CPI-U = 5.4%; CPI-W = 6.0%) would result in a 5.7% increase in the basic registration fee. If adjusted, the new registration fees would be: Regular business registration fee – from \$120 to \$127 (rounded up from \$126.84) Reduced registration fee – from \$60.00 to \$63.50 (50% of Regular fee) Business registration fees were last adjusted in 2019, effective 1/1/20. This change would generate approximately \$144k in new revenue for 2022. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: revenue generating</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required: n/a</p> <p>Known challenges/barriers: n/a</p>	

ORDINANCE NO. C36114

An ordinance relating to the adjustment of the City of Spokane's Business Registration Fee; amending SMC 08.02.0206; and

WHEREAS, SMC 08.02.0206 provides for an annual adjustment for Business Registration fees, and

WHEREAS, this Annual Fee adjustment is based on the previous years' increase in the Consumer Price Index (CPI); and

WHEREAS, The CPI figures for July – July (CPI-U = 5.4%; CPI-W = 6.0%) would result in a 1.75% increase in the basic registration fee; and

WHEREAS, if approved, the new Business Registration fees would be:

Regular business registration fee = \$127.00

Reduced registration fee and Temporary registration = \$63.50

-- Now, therefore:

The City of Spokane does ordain:

That SMC 08.02.0206 Business Registration is amended to read as follows:

- A. A regular business registration basic fee is one hundred (~~((twenty))~~) twenty-seven dollars (~~(((\$120)))~~) (\$127) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred (~~((twenty))~~) twenty-seven dollars (~~(((\$120)))~~) (\$127) per twelve-month period.
- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
 - 1. Businesses with fewer than six personnel in total: Ten dollars per person.
 - 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 - 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 08.01 SMC.

- E. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.
- F. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel fees.
- G. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- H. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- J. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the business registration fees set forth in this section shall be adjusted by the Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the City Council for approval and a copy of the approved fees filed with the Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the personnel fee stated in SMC 08.02.0206(C).
- K. For businesses qualifying under SMC 08.01.190 E, there shall be no business registration fee.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date