

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 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 **February 28, 2022**.

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 **2485 018 9050** for the 3:30 p.m. Briefing Session or **2492 477 8434** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment (including Open Forum):

Sign up to give testimony on legislative items and during Open Forum at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) You must sign up in order to be called on to testify. **The form will be open at 5:00 p.m. on Monday, February 28, 2022, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above or join by WebEx video using the information provided on the form. When it is your turn to testify, Council President will call your name. Instructions for participation are provided on the form when you sign up. 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, FEBRUARY 28, 2022

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 JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel.

ADDRESSING THE COUNCIL

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

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

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at www.spokanecity.org.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|----------------|------------------------------|
| 1. Purchases of: | Approve
All | |
| a. Six CNG Scorpion ASL's from Dobbs Truck Group (Federal Way, WA), using Sourcewell Contract No. 060920-CRN, for the Solid Waste Collection Department—\$3,100,262.40 (incl. tax), and | | OPR 2022-0123 |
| b. One Tymco Air Sweeper from Tymco, Inc. (Spokane) using HGAC Buy Contract No. SW04-20, for the Street Department—\$367,976.93 (incl. tax).
(Council Sponsor: Council Member Kinnear)
Richard Giddings | | OPR 2022-0124 |
| 2. Purchase of two expeller shafts and bearings from Kraft Werks Engineering, LLC. (Medina, OH) for the Waste to Energy Facility—total cost, including freight, not to exceed \$298,000 (plus tax). (Council Sponsor: Council Member Kinnear)
David Paine | Approve | OPR 2022-0125
RFQ 5558-22 |

- | | | | |
|----|---|----------------|------------------------------|
| 3. | Five-year Value Blanket Order with Action Materials (Cheney, WA) for debris disposal and purchase of recycled materials on an as-needed basis—\$100,000 (incl. sales tax). (Council Sponsor: Council Member Zappone)
Raylene Gennett | Approve | OPR 2022-0126
BID 5552-22 |
| 4. | Contract with Concourse Financial Group, Inc. (Birmingham, AL), parent company for Time Value Investment (TVI), for non-discretionary investment services from March 1, 2022 through February 28, 2025—annual flat rate fee of \$65,000. (Council Sponsor: Council Member Stratton)
Tonya Wallace | Approve | OPR 2022-0127 |
| 5. | Six-year Interlocal Agreement with Spokane County for geo-registered digital oblique and orthogonal images from Eagleview (Pictometry) from January 1, 2022 through December 31, 2027—\$377,486.34. (Council Sponsor: Council Member Cathcart)
Michael Sloon | Approve | OPR 2022-0128 |
| 6. | One-year Contract Renewal with Intterra, Inc. (Castle Rock, CO) for COVID deployment software & implementation from January 1, 2022 through December 31, 2022—\$63,928.50 (incl. sales tax). (Council Sponsor: Council Member Kinnear)
Jay Atwood | Approve | OPR 2020-0732 |
| 7. | Contract with ParkMobile LLC (Atlanta, GA) for Mobile Parking Payment System Integrator from January 1, 2022 through December 31, 2024—total of \$600,000, with option for annual renewals (fees will come out of revenue). (Council Sponsors: Council Members Kinnear and Stratton)
Jesten Ray | Approve | OPR 2022-0129
RFP 5451-21 |
| 8. | Multiple Family Housing Property Tax Exemption Conditional Agreements with: | Approve
All | |
| | a. Asher Ernst and Erik Dordal for the future construction of approximately 14 housing units at Parcel Nos. 35192.7101 & 35192.7102 commonly known as 605 & 617 S. Adams Street, and | | OPR 2022-0130 |
| | b. CV The Olmsted, LLC for the future rehab construction of approximately 153 housing units at Parcel No. 35202.4138, commonly known as 104 E. Fourth Avenue. | | OPR 2022-0131 |

(These Conditional Agreements will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post

construction.) (Council Sponsors: Council Members Kinnear and Wilkerson)

Teri Stripes

- | | | | |
|----------------------------|--|------------------------------|---------------|
| 9. | Master Occupational Medical Services contract with Kaiser Permanente (Spokane, WA) for professional medical services including, but not limited to, pre-employment physicals, ongoing physicals, and fit-for-duty exams from March 1, 2022 through February 28, 2027—\$200,000 annually. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2022-0132 |
| Meghann Steinolfson | | | |
| 10. | Contract with DGT Enterprises, LLC d.b.a. Spokane Testing Solutions (Spokane, WA) for professional drug testing services including, but not limited to, post-offer pre-employment drug tests, Department of Transportation certification/recertification, post-accident drug testing, and random drug/alcohol testing for Commercial Driver's License holders from March 1, 2022 through February 28, 2027—\$30,000 annually. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2022-0133 |
| Meghann Steinolfson | | | |
| 11. | Contract with the Washington State Department of Commerce to accept and formalize the grant award for the Dr. Martin Luther King Jr. Community Center roof replacement project—\$1,352,400 Revenue. (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2022-0134 |
| Cendy Ortiz | | | |
| 12. | Report of the Mayor of pending: | Approve & Authorize Payments | CPR 2022-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| | b. Payroll claims of previously approved obligations through_____, 2022: \$_____. | | CPR 2022-0003 |
| 13. | City Council Meeting Minutes: _____, 2022. | Approve All | CPR 2022-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Human Rights Commission: One Appointment

Approve

CPR 1991-0068

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36174 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

City Street Fund

1) Increase revenue by \$262,000

A) Of the increased revenue, \$262,000 is a contribution from the Spokane Transit Authority for the Gardner Avenue project.

2) Increase appropriation by \$3,980,000

A) Of the increased appropriation, \$3,980,000 is provided solely for grind and overlay project costs in the Street Department.

(This action arises from the need to fund the "Business Area Grind & Overlays" project.) (Deferred from February 14, 2022, Agenda) (Council Sponsors: Council Members Kinnear and Wilkerson)

Marlene Feist

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C36064 Clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date. (Deferred from January 24, 2022, Agenda) (Council Sponsor: Council Member Wilkerson)

Brian McClatchey

RESOLUTIONS & FINAL READING ORDINANCE

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0018 Committing \$500,000 in appropriate and available City funds for the redevelopment of the former Hillyard Library into a new behavioral health clinic. (Council Sponsors: Council President Beggs and Council Member Cathcart)

Michael Cathcart

- RES 2022-0019 Reinstating the Sustainability Action Subcommittee under the City Council's Public Infrastructure, Environment, and Sustainability Committee. (Council Sponsors: Council Members Kinnear and Stratton)
Kara Odegard
- RES 2022-0020 Adopting the Clean Fuel Infrastructure Reserve Plan and establishing a reserve account. This resolution aligns with the Spokane Sustainability Action Plan goals by providing a clean electric fuel fund to support electrical charging infrastructure. (Council Sponsor: Council Member Kinnear)
Rick Giddings
- ORD C36037 Vacation of the alley between Columbia Avenue and Joseph Avenue, from Julia Street to Myrtle Street as requested by Dan Cantu. (Council Sponsor: Council Member Cathcart)
Eldon Brown

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for February 28, 2022
(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/Vd7n381x3seaL1NW6>. The form will open at 5:00 p.m. on Monday, February 28, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The February 28, 2022, Regular Legislative Session of the City Council will be held and is adjourned to March 7, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
02/28/2022

Date Rec'd	2/9/2022
Clerk's File #	OPR 2022-0123
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL
Requisition #	RE20047

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF SCORPION ASLS

Agenda Wording

The Solid Waste Collection department would like to purchase six CNG Scorpion ASL's, using Sourcewell Contract #060920-CRN, for \$3,100,262.40, including tax, from Dobbs Truck Group, Federal Way, WA.

Summary (Background)

The CNG Scorpion ASL's will replace units that have reached the end of their economic life. We recommend approval for the purchase of five CNG Scorpion ASL's for the Solid Waste Collection Department. Funding for this is included in the department's budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 3,100,262.40	# 450045100940005640499999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES - 1/31/2022
<u>Council Sponsor</u>	Lori Kinnear

Distribution List

mmartinez

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA
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Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Scorpion ASL's
Date:	January 31, 2022
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tonya Wallace
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 Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Solid Waste Collection department would like to purchase six CNG Scorpion ASL's, using Sourcewell Contract #060920-CRN, for \$3,100,262.40, including tax, from Dobbs Truck Group, Federal Way, WA.

Executive Summary:

The CNG Scorpion ASL's will replace units that have reached the end of their economic life. We recommend approval for the purchase of five CNG Scorpion ASL's for the Solid Waste Collection Department. Funding for this is included in the department's budget.

TCO

Year	Make	Model	Purchase	Lifetime Maintenance	Lifetime Usage Hours	Lifetime Fuel Cost	TCO Lifetime	TCO/Hour
2022	CCC/Scorpion	Autoloader	\$516,710.40	\$288,581.23	20000	\$95,978.00	\$901,269.63	\$45.06
2022	Peterbilt/Labrie	Autoloader	\$508,084.00	\$288,571.23	20000	\$95,978.00	\$892,633.23	\$44.63

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



DOBBS TRUCK GROUP

33301 9th Avenue South, suite 100
Federal Way, WA 98003
(206) 624-7383

January 14, 2022

Mr. Dustin Bender
Solid Waste Collection Manager
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #060920-CRN CRANE CARRIER COMPANY.

Dobbs Truck Group would like to formally extend all Sourcewell bid prices, terms, and conditions to the City of Spokane for the purchase of (6) six or more Automated Side Loading Trucks for the G&H Scorpion ASL body per the Sourcewell Contracts #060920-CRN Crane Carrier Company.

Following, please find the breakdown of the base prices and options per unit:

-2022 CCC LET2-46 Automated Side Loader CNG Chassis per the City of Spokane specifications.	\$ 193,653.00
-Floorplan or interest cost of 250 days at \$22.64 per day or \$5,660.00.	\$ 5,660.00
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	<u>\$ 200.00</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon Request.	
-SUB TOTAL	\$ 199,938.00
-G&H Scorpion CNG ASL 32 Cubic Yard CNG Roof Body	\$ 156,828.80
-Roof Top CNG 95DGE	\$ 47,600.00
-G&H Material Surcharge	\$ 38,680.00
-Groeneveld EP Single Line automated Lubrication System	\$ 6,570.00
-New 311 Graphics & Paint Stripes	\$ 4,000.00

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-Skid Plates	\$ 970.00
-CNG Fuel Truck	\$ 350.00
-Shuttle truck to paint, stripping, fuel, Dobbs	\$ 750.00
-3 Color Saftey Vision Cameras	\$ 4,250.00
-20 lbs Fire Extinguisher	\$ 350.00
-Wheel Chocks & Holder – Mounted	\$ 325.00
-Spill Kit – Mounted	\$ 275.00
-Pre Delivery Inspection	\$ 1,850.00
-Freight Lowboy to Spokane	<u>\$ 10,874.94</u>
 SUB TOTAL	 <u>\$ 273,673.74</u>
 Total	 \$ 473,611.74
Washington State Sales Tax (9.1%)	<u>\$ 43,098.67</u>
Total per unit	\$ 516,710.40
	<u> X 6</u>
Total	\$3,100,262.40
	=====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidlines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Dobbs Truck Group



Agenda Sheet for City Council Meeting of:
02/28/2022

Date Rec'd	2/8/2022
Clerk's File #	OPR 2022-0124
Renews #	
Cross Ref #	
Project #	
Bid #	HGAC BUY
Requisition #	RE20035

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICHARD GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-PURCHASE OF TYMCO SWEEPER

Agenda Wording

The Street Department would like to purchase a Tymco Air Sweeper. The unit will be purchased from Tymco, Inc., Spokane, WA, using HGAC Buy Contract No. SW04-20. Total purchase price is \$367,976.93, including tax.

Summary (Background)

The Tymco Air Sweeper will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a Tymco Air Sweeper for the Street Department. Funding for this is included in the Street Department replacement budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 367,976.93	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES - 1/31/2022
<u>Council Sponsor</u>	Lori Kinnear

Distribution List

mmartinez

Additional Approvals

Purchasing

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Tymco Air Sweeper
Date:	January 31, 2022
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tonya Wallace
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 Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Street Department would like to purchase a Tymco Air Sweeper. The unit will be purchased from Tymco, Inc., Spokane, WA, using HGAC Buy Contract No. SW04-20. Total purchase price is \$367,976.93, including tax.

Executive Summary:

The Tymco Air Sweeper will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a Tymco Air Sweeper for the Street Department. Funding for this is included in the Street Department replacement budget.

TCO

Year	Make	Model	Capital Costs	Lifetime Maintenance	Lifetime Fuel Cost	Lifetime Usage Hours	Expected Life Years	TCO Lifetime	TCO/Hour	TCO/Year
2022	Tymco/International	500X Regenerative Air Sweeper	\$339,842	\$423,800	\$102,400	10,000	15	\$866,042	\$86.60	\$57,736
2022	Elgin/Kenworth	Broom Bear Mechanical	\$386,598	\$423,800	\$102,400	10,000	15	\$912,798	\$91.28	\$60,853

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.: SW04-20	Date Prepared: 1/12/2022
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>			
Buying Agency: City of Spokane, WA	Contractor: TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person: Micaela Martinez, Procurement & Contracting	Prepared By: Kaye Morgan		
Phone: 509.625.7823	Phone: 254-799-5546		
Fax:	Fax: 254-799-2722		
Email: mmartinez@spokahnecity.org	Email: kaye.morgan@tymco.com		
Product Code: B54	Description: TYMCO Model 500x Regenerative Air Sweeper		
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:			\$ 193,700.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if			
Description	Cost	Description	Cost
A.O.D. Washdown System 550004	\$ 2,050.00	High Output Water 550045	\$ 850.00
Pick-Up Head Curtain Lifter 550087	\$ 1,605.00	Air Purge 550066	\$ 410.00
AWTI Camera/Monitor System - 2 cameras 550008-B	\$ 2,600.00	Gutter Broom - Drop Down Left/Right 550081	\$ 1,700.00
Auto Sweep Interrupt w/Overspeed Interrupt 550079	\$ 1,025.00	2020 International 4300-ISB Chassis 550713	\$ 89,500.00
Hopper Load Indicators 550019	\$ 410.00	Traffic Directing Light - LED 600823	\$ 1,200.00
Hopper Deluge 550043	\$ 750.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$ 102,100.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.			
Description	Cost	Description	Cost
Abrasion Protection Package	\$ 1,275.00	Engine Block Heater - Sweeper	\$ 300.00
Hopper Vibrator - Electric	\$ 1,850.00	Hopper Screen Vibrator - Pneumatic	\$ 1,500.00
2023 International MV607 2 Speed Chassis UPGRADE	\$ 9,500.00	Pick-Up Head Pressure Inlet Water Injection System	\$ 1,800.00
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 16,225.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	5%
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)			\$ 312,025.00
Quantity Ordered: 1	X Subtotal of A + B + C:	\$ 312,025.00	= Subtotal D: \$ 312,025.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation			
Description	Cost	Description	Cost
Freight/PDI/Inservice	\$ 6,500.00		
WA Sales/Motor Vehicle Tax	\$ 31,001.93		
Surcharge - Base Unit	\$ 18,450.00		
		Subtotal F:	\$ 55,951.93
Delivery Date: 240-365 Days		G. Total Purchase Price (D+E+F): \$ 367,976.93	

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

02/28/2022

Date Rec'd

2/7/2022

Clerk's File #

OPR 2022-0125

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #

RFQ 5558-22

Agenda Item Type

Purchase w/o Contract

Requisition #

RE 19913

Agenda Item Name

4490 PURCHASE OF EXPPELLER SHAFTS AND BEARINGS FOR THE WTE

Agenda Wording

Purchase of two expeller shafts and bearings from Kraft Werks Engineering, LLC. (Medina, OH) for the Waste to Energy Facility for a total cost including freight not to exceed \$298,000.00 plus tax.

Summary (Background)

The WTE utilizes two refuse-fired boiler units for the combustion of municipal solid waste. The (PAX) Plunger Ash Expeller removes the bottom ash from the boilers after quenching it. The main shafts and bearing assemblies are the original equipment from 1996 and have worn beyond the point of being economically repairable. RFQ 5550-21 for the purchase of these shafts and bearings was issued and three responses were received. Kraft Werks Engineering, LLC was the low-cost bidder.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 298,000.00

4490-44100-37148-53210-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PSCH 2/7/2022

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

mdorgan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Purchase of expeller shafts and bearings for the WTE facility.
Summary (Background)	<p>The Waste to Energy Facility utilizes two (2) Babcock and Wilcox refuse-fired boiler units for the combustion of municipal solid waste. The (PAX) Plunger Ash Expeller removes the bottom ash from the boiler after quenching it. The main shaft and bearing assembly are the original equipment from 1996 and have worn beyond the point of being economically repairable. This request is to procure two new shaft and bearing assemblies.</p> <p>On Dec. 6, 2021, bidding closed on RFQ 5550-21 for the purchase of these shafts and bearings. There were three responses submitted; Wemco, Inc., (Spokane, WA), JC Enterprises (Bakersfield, CA), and Kraft Werks Engineering, LLC (Medina, OH). The low-cost bidder was Kraft Werks Engineering, LLC. and the purchase award will be for two expeller shafts and two bearings, for a total cost including freight not to exceed \$298,000.00 plus tax.</p>
Proposed Council Action & Date:	Consent of purchase on February 7, 2022.
Fiscal Impact: Total Cost: \$298,000.00 Plus tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source ☐ One-time ☒ Recurring
Specify funding source: **2022 SWD Budget**

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Regular and proper maintenance to the WTE' Boiler's and ancillary equipment is necessary to maintain the safe and efficient operation of our Facility. These efforts ensure that we continue to be good environmental stewards, while supporting the goals of our City and Citizens within the guidelines of its Operating Permits.

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

02/28/2022

Date Rec'd

2/2/2022

Clerk's File #

OPR 2022-0126

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

RAYLENE GENNETT 625.7901

Project #**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

Bid #

5552-22

Agenda Item Type

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

1100/4100/4310 RECYCLED MATERIALS VALUE BLANKET

Agenda Wording

Five-year value blanket order with Action Materials (Cheney, WA) for debris disposal and purchase of recycled materials on an as-needed basis. Annual spend is estimated at \$100,000 including sales tax.

Summary (Background)

Bid #5552-22 for this value blanket was issued on 1/6/22 via the City's electronic bidding portal to more than 100 contacts. Two bids were received by closing deadline on 1/24/22. Award is recommended to Action Materials (Cheney, WA) as the low responsive, responsible bidder. This value blanket will be valid for a five-year term with no renewal options. Total compensation shall be based on the unit prices accepted and the volume purchased by the City.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 100,000.00

VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

HARRIS, CLINT E.

Study Session\Other

UEC 2/14

Division Director

FEIST, MARLENE

Council Sponsor

CM ZACK ZAPPONE

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

sjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Public Works – Water & Hydroelectric Services, Wastewater Maintenance, & Street Departments
Contact Name & Phone	Raylene Gennett – 509.625.7901
Contact Email	rgennett@spokanecity.org
Council Sponsor(s)	Councilmember Zack Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Recycled Materials Value Blanket
Summary (Background)	<p>These departments have a need to dispose of dirt, rock, concrete, and asphalt debris after completion of new installations and maintenance projects and sometimes need to buy material to support their work. This value blanket supports debris disposal for processing and recycling in accordance with WSDOT requirements, allowing the debris to be reused. These departments then have the option of purchasing the recycled material, as appropriate. All items are purchased on an as-needed basis, with no minimum obligation.</p> <p>This procurement supports environmental responsibility and saves taxpayer dollars by leveraging volume discounts.</p> <p>Bid #5552-22 was issued on 1/6/22 via the City's electronic bidding portal to more than 100 contacts. Two bids were received by closing deadline on 1/24/22. Award is recommended to Action Materials (Cheney, WA) as the low responsive, responsible bidder.</p> <p>This value blanket will be valid for a five-year term with no renewal options. Annual spend is estimated at \$100,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</p>
Proposed Council Action & Date:	Consent Approval, 2/28/22
Fiscal Impact: Total Cost: <u>Estimated \$100,000.00 annually – actual expenditure dependent on as-needed usage</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Water & Hydroelectric Services, Wastewater Maintenance, or Street Department budget, in accordance with actual usage	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This procurement complies with City Purchasing policies as well as supports sustainability and responsible expenditure of taxpayer dollars.



CITY OF SPOKANE - PURCHASING
Spokane, Washington 99201

BID TABULATION

Bid Number	5552-22
Description	Recycled Materials - Value Blanket

All prices per ton unless otherwise specified.

	Action Materials	Pro-Recycle
Recycled Products		
5/8 Spec Top/Course Concrete	\$ 6.50	\$ 11.00
5/8 Top Course Spec Rock	\$ 7.50	\$ 11.00
3/4 Minus Structural Fill	\$ 4.50	\$ 3.00
Bedding C Sand	\$ 4.00	\$ 20.00
Delivery		
Delivery Charge - Additional to Product/Service Unit Price	\$ 7.50	\$ 13.60
City Mileage (58.5 cents/mile)	\$ 5.21	\$ 3.80

Recycling Services		
Dirt/Rock Recycling	\$ 3.25	\$ 10.00
Asphalt Recycling	\$ 2.25	\$ 8.60
Concrete Recycling	\$ 10.50	\$ 6.50

Location Address	9518 S. Grove Rd. Spokane, WA 99224	302 N. Park Rd. Spokane Valley, WA 99212
------------------	-------------------------------------	--

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
 CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.

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

02/28/2022

Date Rec'd

2/15/2022

Clerk's File #

OPR 2022-0127

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

TONYA WALLACE 625-6845

Project #**Contact E-Mail**

TWALLACE@SPOKANECITY.ORG

Bid #A&E MRSC
ROSTER**Agenda Item Type**

Contract Item

Requisition #

CR 23343

Agenda Item Name

FINANCE - NON DISCRETIONARY INVESTMENT SERVICES

Agenda Wording

The contract will be for non-discretionary investment services at an annual flat rate fee of \$65,000 for the first 3 years. TVI is the only firm listed on the MRSC Roster offering the listed Investment Advisory services.

Summary (Background)

Concourse Financial Group, parent company for Time Value Investment or TVI, will assist the City with its primary investment pool. TVI will support updating the City's investment policy incorporating industries best practices including the priorities safety liquidity and yield. Specifically, TVI/Concourse Financial Group will assist the City in determining the appropriate risk parameters, maturity constraints and diversification to meet City's objectives.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 65,000.00

0410-30400-14230-54202

Select \$

#

Select \$

#

Select \$

#

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

WALLACE, TONYA

Study Session\OtherUrban Experience -
2/14/22**Division Director**

WALLACE, TONYA

Council Sponsor

CP Karen Stratton

Finance

INGIOSI, PAUL

Distribution List**Legal**

ODLE, MARI

twallace@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ddaniels@spokanecity.org

Additional Approvals

mmurray@spokanecity.org

Purchasing

PRINCE, THEA

Committee Agenda Sheet

Urban Development

Submitting Department	Finance
Contact Name & Phone	Tonya Wallace 625-6845
Contact Email	twallace@spokanecity.org
Council Sponsor(s)	Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	True Value Investment Advisory Services Agreement
Summary (Background)	<p>Concourse Financial Group, parent company for Time Value Investment or TVI, will assist the City with its primary investment pool. TVI will support updating the City's investment policy incorporating industries best practices including the priorities safety liquidity and yield. Specifically, TVI/Concourse Financial Group will assist the City in determining the appropriate risk parameters, maturity constraints and diversification to meet City's objectives.</p> <p>TVI will work closely with the City and offers the following primary services:</p> <ul style="list-style-type: none"> • Continuous oversight of the investment portfolio. • Assistance with 3rd party DVP safekeeping setup (if necessary). • Investment purchase and sale recommendations for maturities and as need or opportunity arises. • Best pricing execution on securities transactions. Multiple bids acquired whenever available. • Regularly scheduled phone/Zoom meetings to discuss the portfolio (in person meetings as availability allows). • Ensure portfolio remains in compliance with all state and city policies and regulations. • Investment policy review and updating as appropriate. • Monthly portfolio reporting (see "sample platinum" attached). • GASB year-end reporting. • Access to ongoing CPE educational opportunities and classes. • Monthly market update newsletter and quarterly economic reports. <p>The contract will be for non-discretionary investment services at an annual flat rate fee of \$65,000 for the first 3 years. TVI is the only firm listed on the MRSC Roster offering the listed Investment Advisory services.</p>
Proposed Council Action & Date:	Approve contract with Concourse Financial Group for Investment Advisory Services on Feb. 28

Fiscal Impact:

Total Cost: \$65,000 Per year

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

Funding Source ☐ One-time ☒ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☒ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Staff capacity will be measured and redirected to other Treasury priorities.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This contract helps to ensure that staff is compliant with all Investment and Treasury policies.



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **INVESTMENT ADVISORS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CONCOURSE FINANCIAL GROUP, INC.**, whose address is 2801 Highway 280 South, Birmingham Alabama 35223, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to provide Investment Advisor Services to the City of Spokane; and

WHEREAS, Company was selected from the MRSC A&E Roster.

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

1. SCOPE OF SERVICES.

Company shall provide Investment Advisor Services in accordance with its Non-Discretionary Investment Advisory Services Agreement attached hereto as Exhibit B. In the event of a conflict or discrepancy in the Agreement documents, this City Contract controls.

2. TERM OF AGREEMENT.

The term of this Agreement begins on March 1, 2022, and shall run through February 28, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties not to exceed two (2) additional one (1) year contract periods.

3. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall not exceed **SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, including tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

Company shall submit its applications for payment to City of Spokane Finance Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Spokane, Washington 99201. Payment will be made 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.

4. TAXES, FEES AND LICENSES.

- A. Company 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 Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. 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. Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

During the period of the Agreement, Company 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 Title 48 RCW:

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 Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

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

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

Company and its sub-Company shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. Company and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided.

Company shall ensure that all subcontractor comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. Company, 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, Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by Company after the time the same shall have become due nor payment to Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONCOURSE FINANCIAL GROUP, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B - Non-Discretionary Investment Advisory Services Agreement

22-039

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Company / 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 Company 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 Company is unable to certify to any of the statements in this contract, such Company 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 / Company / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B



Investment Advisors

Non-Discretionary Investment Advisory Services Agreement

THIS NON-DISCRETIONARY INVESTMENT ADVISORY SERVICES AGREEMENT ("Agreement") is between Concourse Financial Group, Inc., an Alabama corporation doing investment advisory business as Investment Advisors ("Advisor"), and City of Spokane ("Client"). The non-discretionary advisory services ("Non-Discretionary Investment Advisory Services") provided by Advisor under this Agreement shall be furnished by the investment advisor representative of Advisor named in the "Signatures" section of this Agreement ("Representative"), unless Client and Advisor agree otherwise.

Advisor is registered with the Securities and Exchange Commission as an investment advisor, and is registered or exempt from registration under all applicable state laws regarding investment advisor registration. Advisor provides investment advisor services for its clients. Client wishes to retain Advisor to provide Client with Non-Discretionary Investment Advisory Services under the terms set forth below:

Section 1 – Non-Discretionary Investment Advisory Services. Based upon information furnished to Advisor by Client, Advisor shall provide Client with such Non-Discretionary Investment Advisory Services as may be agreed upon by Advisor and Client and further detailed in Schedule A. The foregoing notwithstanding, Advisor shall not, and shall not be required to, take any action or render any advice with respect to legal action or proceedings (including bankruptcy proceedings) with respect to securities.

Section 2 – Client Information. Client agrees to consult with Advisor and to provide Advisor with all information relevant to the Non-Discretionary Investment Advisory Services to be provided by Advisor. Client understands that Advisor shall depend on the accuracy, timeliness and completeness of such information in providing the Non-Discretionary Investment Advisory Services. Client represents and agrees that the information provided by Client will be, to the best of Client's knowledge, substantially accurate and complete.

Section 3 – Risk of Investment. Client recognizes that there is no assurance as to the accuracy or timeliness of the Non-Discretionary Investment Advisory Services provided hereunder, and that any market losses resulting from such services are a risk assumed by Client. Client further acknowledges that the past performance of Advisor is not a guarantee of future results, which may prove to be better or worse than past results. Advisor has not and does not promise, represent or guarantee that Advisor's services will result in a profit to Client, will yield a stated level of returns or will result in achievement of Client's financial or investment objectives. Advisor may rely on information furnished to it which it reasonably believes to be accurate and reliable. Advisor shall have no liability for Client's failure to inform

Advisor in a timely manner of any material change in Client's financial circumstances, investment or financial needs or objectives, or risk tolerance.

Section 4 – Fees. Client shall pay Advisor a Non-Discretionary Investment Advisory Services Fee for the provision of the Non-Discretionary Investment Advisory Services in accordance with fee table listed in Schedule A. The Non-Discretionary Investment Advisory Services Fee shall be a flat fee agreed upon at contract commencement. The Non-Discretionary Investment Advisory Services Fee shall be paid to the order of Concourse Financial Group, Inc.

Section 5 – Ongoing Review. Except as otherwise explicitly set forth in Schedule A, Advisor makes no commitment to initiate a review or update of any Non-Discretionary Investment Advisory Services previously provided hereunder, or to monitor Client's progress toward achieving Client's financial objectives.

Section 6 – No Legal, Tax or Accounting Advice. Nothing in this Agreement shall require Advisor or Representative to provide legal, tax or accounting advice. Client is responsible for consulting, and is encouraged to consult legal, tax and accounting advisors of Client's choosing.

Section 7 – Relationship of the Parties. Client acknowledges that Advisor is a registered investment advisory firm and Representative is an investment advisory representative of Advisor. As such, Representative shall receive, and other individuals affiliated with Advisor may receive, a portion of the compensation paid by Client to Advisor under this Agreement.

Section 8 – Confidentiality; Disclosure to Advisors. The information about Client in Advisor's possession or control that arises pursuant to the terms of this Agreement shall be treated as confidential, as set forth in Advisor's privacy policy (a copy of which has been provided to Client). Notwithstanding the foregoing, Client hereby grants Advisor and Representative the authority to discuss, disclose and communicate any or all information received from Client or related to this Agreement to such third-party service providers as Client may designate.

Section 9 – Term and Termination. Notwithstanding Section 11 below, the term of this Agreement shall commence on the date last signed below by a party to this Agreement, and shall remain effective until either party elects to terminate it. This Agreement may be terminated by Client upon thirty (30) days' written notice to Advisor in accordance with Section 13 below. The Advisor may terminate the agreement with ninety (90) days' written notice to the Client.

Section 10 – Effective Date; Amendment and Assignment. This Agreement shall not become effective unless approved in writing by an authorized signatory of Advisor. No modification or amendment to this Agreement shall be effective unless made in writing and signed by Client and Advisor. This Agreement may not be assigned by either party without the written consent of the other party.

Section 11 – Applicable Law; Interpretation. This Agreement shall be interpreted and construed in accordance with the laws of the state in which Client executed this Agreement (without giving effect to such state's conflict of laws principles) and in a manner consistent with the securities laws, including

Investment Advisors Act of 1940 and the rules and regulations thereunder. The headings in this Agreement are for convenience of reference only, and shall not be considered in the interpretation hereof. This Agreement (including all Schedules and attachments hereto) constitutes the complete agreement of the parties with respect to the subject matter hereof.

Section 12 – Arbitration. (a) THIS AGREEMENT CONTAINS A DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

(b) Arbitration Disclosure

- 1. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- 2. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- 3. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- 4. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- 5. THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- 6. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- 7. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

(c) Arbitration Agreement

ANY CONTROVERSY BETWEEN CLIENT, ADVISOR AND REPRESENTATIVE ARISING OUT OF ANY BUSINESS CONDUCTED BY OR BETWEEN THE PARTIES OR THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED BEFORE THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., AND IN ACCORDANCE WITH ITS RULES. IF FINRA ARBITRATION IS NOT AVAILABLE AND ENFORCEABLE FOR ANY REASON, THE ARBITRATION SHALL BE

CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR, IF SUCH RULES DO NOT EXIST, PURSUANT TO SUCH SUCCESSOR OR SIMILAR RULES AS ADVISOR SHALL STIPULATE). ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS ACTION WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS ACTION IS DECERTIFIED; OR (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

THE TERMS OF THIS SECTION 12 REGARDING ARBITRATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13 – Address for Notices. All notices under this Agreement (including, without limitation, notices of termination under Section 10) shall be deemed properly given if delivered by hand, faxed, mailed by U.S. mail (first class, certified or registered), or delivered to a nationally-recognized express delivery service, and addressed to a party at the address set forth in the “Signatures” section of this Agreement (or to such other address as such party may provide by written notice as described herein).

Section 14 – Municipal Advisor Exemption. Client acknowledges that Advisor is *not* acting as a “municipal advisor” as that term is defined in Section 15B of the Securities Exchange Act and the rules promulgated thereunder (the “Municipal Advisor Rules”). Client further acknowledges that Advisor is acting under an exemption from registration as a municipal advisor for SEC-registered investment advisors.

Section 15 – Receipt of Information and Agreement. Client acknowledges that Client has received (1) a copy of Advisor’s Form ADV Part 2A; (2) Form ADV Part 2B; and (3) a copy of this Agreement, as signed by Client and Representative. Client has read and understands this Agreement. Client has had the opportunity to review this Agreement with advisors of Client’s choosing, and has either done so or has decided not to have this Agreement reviewed. **Client agrees that disputes under this Agreement shall be resolved by binding arbitration, as provided in Section 12 entitled, “Arbitration”.**

SIGNATURES ON FOLLOWING PAGE

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

Client Name

CONCOURSE FINANCIAL GROUP, INC.

2801 Highway 280 South, Birmingham AL 35223

By

By

Name

Name

Title

Title

Date

Date

Client Address (Street or P.O. Box, City, State, Zip Code)

Investment Advisor Representative Signature

Rep Number

Investment Advisor Representative Address (Street or P.O. Box, City, State, Zip Code)

SCHEDULE A

A. Scope of Services

Advisor will provide the following non-discretionary advisory services to Client:

1. Review of investment policy.

Concourse Financial Group will assist the public entity in either updating or creating an investment policy incorporating industries best practices including the priorities safety liquidity and yield. Specifically, TVI/Concourse Financial Group will assist the client in determining the appropriate risk parameters, maturity constraints and diversification to meet the client's objectives.

2. Establishment of investment strategy and corresponding benchmarks.

Concourse Financial Group will work closely with the public entity to develop investment strategies that fall within the risk parameters of the investment policy and the client's objectives. A benchmark will be established as an appropriate gauge of the portfolio's performance.

3. Analysis of weighted average maturity and duration measures.

Through current economic, market and yield curve analysis, Concourse Financial Group will advise the client regarding the appropriate weighted average maturity for the portfolio. The preferred effective duration measures will also be determined in an effort to manage the volatility of the portfolio's market value in a changing interest rate environment.

4. Identify securities for purchase that comply with Client's investment policy.

Concourse Financial Group has broad visibility of the typical legal securities that are currently available and will select those securities that comply with the entity's investment policy. These will be recommended to the client when appropriate.

5. At the Client's direction, purchase securities on behalf of Client.

With the client's approval, Concourse Financial Group will purchase securities on the client's behalf. After the client has approved the purchase of the recommended security, Concourse Financial Group will purchase the security and provide a confirmation to the client. Concourse Financial Group will monitor the delivery of the security to the client's US Bank Safekeeping account.

6. **Provide professional bond reporting.**

TVI/CFG is able to provide proprietary “Platinum” bond reporting to our investment advisory clientele. This reporting tracks important portfolio metrics like yield-to-maturity, duration, and asset allocation. PLEASE NOTE: Unless custodial services are provided by US Bank Safekeeping, which our reporting is linked directly to, portfolio reporting will be on a best-efforts basis.

B. Fee Table

Advisor will charge a flat fee as described below:

\$65,000 per year (flat fee), billed quarterly in arrears

This amount will not increase for at least three years, after which time TVI/CFG may reevaluate and modify fees with permission of the client.

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

02/28/2022

Date Rec'd

2/7/2022

Clerk's File #

OPR 2022-0128

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 SPOKANE COUNTY INTERLOCAL - EAGLEVIEW PICTOMETRY

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

CR# 23313

Agenda Wording

Six(6) year Interlocal Agreement between Spokane County and the City of Spokane for the geo-registered digital oblique & orthogonal images from Eagleview (Pictometry). Agreement term Jan 1, 2022 - December 31, 2027 for a total cost of \$377,486.34.

Summary (Background)

Since 2010, EagleView's Pictometry Imagery product has provided the City of Spokane with high resolution aerial imagery which is used by various city departments to support essential business functions and operations. Pictometry provides certified ortho imagery including a standard top-down view of every parcel and property at 4" resolution. In addition, oblique imagery is also included, providing a 360-degree bird's eye view of every location.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 60,439.10 (2022)

5300-41630-18850-54820

Expense \$ 60,439.10 (2023)

5300-41630-18850-54820

Expense \$ 62,914.39 (2024)

5300-41630-18850-54820

Expense \$ 62,914.39 (2025)

5300-41630-18850-54820

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

SLOON, MICHAEL

Study Session\Other

2/7/22 Public Safety

Division Director

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Pictometry integrates seamlessly with Esri's ArcGIS product suite and also includes innovative imagery measuring tools. Three complete sets of imagery will be delivered with flights scheduled for 2022, 2024, and 2026. EagleView is the only supplier of the Pictometry Imagery product. As in the past, the City of Spokane is partnering with Spokane County on this agreement. This is the 3rd six-year interlocal agreement with Spokane County, and spans the years of 2022 to 2027.

Fiscal Impact

Expense \$ 65,389.68 (2026)

Expense \$ 65,389.68 (2027)

Budget Account

5300-41630-18850-54820

5300-41630-18850-54820

Distribution List

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	Msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>2/7/2022</u>
Agenda Item Name	Interlocal Agreement Spokane County – Imagery Cost Sharing
Summary (Background)	<p><u>Subject</u> 6-year agreement between Spokane County and the City of Spokane for the procurement of geo-registered digital oblique & orthogonal images from EagleView Technologies (formerly Pictometry).</p> <p><u>Background/History:</u> Since 2010, EagleView’s Pictometry Imagery product has provided the City of Spokane with high resolution aerial imagery which is used by various city departments to support essential business functions and operations. Pictometry provides certified ortho imagery including a standard top-down view of every parcel and property at 4” resolution. In addition, oblique imagery is also included, providing a 360-degree bird’s eye view of every location. Pictometry integrates seamlessly with Esri’s ArcGIS product suite and also includes innovative imagery measuring tools. Three complete sets of imagery will be delivered with flights scheduled for 2022, 2024, and 2026. EagleView is the only supplier of the Pictometry Imagery product.</p> <p>As in the past, the City of Spokane is partnering with Spokane County on this agreement. This is the 3rd six-year interlocal agreement with Spokane County, and spans the years of 2022 to 2027.</p> <p><u>Summary:</u></p> <ul style="list-style-type: none"> • Interlocal agreement with Spokane County for the procurement of geo-registered digital oblique & orthogonal images from EagleView Technologies. • 6-year agreement spanning the years 2022 to 2027. • 3 imagery capture flights will occur in the Spring of 2022, 2024 and 2026. • Using a population-based methodology the City of Spokane is responsible for 42.46% of the total contract cost. • The City of Spokane contract cost breakdown is as follows: <ul style="list-style-type: none"> ○ 1st Flight (Spring 2022) <ul style="list-style-type: none"> ▪ 2022 – City of Spokane Cost \$60,439.10 ▪ 2023 – City of Spokane Cost \$60,439.10 ○ 2nd Flight (Spring 2024) <ul style="list-style-type: none"> ▪ 2024 – City of Spokane Cost \$62,914.39 ▪ 2025 – City of Spokane Cost \$62,914.39 ○ 3rd Flight (Spring 2026) <ul style="list-style-type: none"> ▪ 2026 – City of Spokane Cost \$65,389.68 ▪ 2027 – City of Spokane Cost \$65,389.68

Proposed Council Action & Date:	
Fiscal Impact: Total Cost: \$377,486.34 over 6 years. See Summary above for detailed cost breakdown.	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: GIS Program Budget Account: 5300-41630-18850-54820	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? -None.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? -Not Applicable.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? -Not Applicable.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? -GIS is key technology that is used to support numerous city programs and initiatives such as the Comprehensive Plan, the Capital Improvement Plan, Public Work and Utilities operations, public safety, and others. Current aerial imagery is a critical base “layer” in our GIS system and is used extensively to update and maintain our reference basemap information. The basemap or “reference” GIS layers represent the key geographic map features in a specific area and are the foundation upon which other GIS layers can be referenced and aligned. Regular and continual maintenance of a high-quality GIS basemap is essential to a well-functioning GIS. Basemap layers are used across the city’s departments to build various GIS datasets such as zoning and land use, water and sewer infrastructure, transportation networks, administrative districts, and economic development zones.	

INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY AND THE CITY OF SPOKANE FOR IMAGERY COST SHARING AND OTHER MATTERS RELATED THERETO

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into by and among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY", and the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY", each individually referred to as a “PARTY” and collectively the “PARTIES”.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter the PARTIES do hereby mutually agree as follows:

SECTION 1: RECITALS AND FINDINGS

- (a) Pursuant to the provisions of Revised Code of Washington (“RCW”) Chapter 39.34 (“Interlocal Corporation Act”), the PARTIES may contract with each other to perform certain functions which each may legally perform.
- (b) Pursuant to the provisions of RCW 36.32.120(6), COUNTY has the care of Spokane County property and the management of Spokane County funds and business and in this capacity, can participate in programs providing a range of services that meet the needs of Spokane County and its residents.
- (c) The COUNTY has negotiated a contract with EagleView Technologies, Inc., a Washington State for profit corporation, having offices for the transaction of business at 10400 NE 4th Street, 5th Floor, Bellevue, Washington 98004 for the purchase of aerial photography services, software, and support. The CITY is desirous of procuring from COUNTY certain information resulting from said aerial photography services, software, and support, and therefore the PARTIES are desirous of reducing to writing their respective financial obligations regarding this purchase of aerial photography services, software, and support.

SECTION 2: DEFINITIONS

- (a) Agreement: "Agreement" means this Agreement between the CITY and COUNTY regarding the financial obligations associated with the purchase and use of aerial photography services, software, and support.
- (b) City: "CITY" means the City of Spokane, Washington.
- (c) County: "COUNTY" means Spokane County, Washington.
- (d) Cost-Share Participants: "Cost-Share Participants" means the CITY and the COUNTY, each individually sometimes referred to as "Cost-Share Participant" or "Participant".

(e) Third-Party Participants: "Third-Party Participants" means those participants who are eligible to purchase imagery from the COUNTY by signing a SPOKANE COUNTY IMAGERY LICENSE AGREEMENT, a copy of which is attached hereto as Exhibit "B", and incorporated herein by this reference.

(f) Spokane County Pictometry Contract: "Spokane County Pictometry Contract" means the 2022 - 2027 contract executed under Spokane County Resolution 22-____, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 3: TERM/TERMINATION

The term of this Agreement shall coincide with the term of the Spokane County Pictometry Contract, a copy of which is attached hereto as Exhibit "A" and is herein incorporated by reference. In the event the Spokane County Pictometry Contract is terminated, for any reason, this Agreement shall also terminate.

This Agreement may be terminated by any Cost-Share Participant without cause subject to the follow conditions:

1. The non-terminating Cost-Share Participant is in mutual agreement and consents in writing that the other Cost-Share Participant be allowed to terminate this Agreement; and
2. The terminating Cost-Share Participant shall give written notice of their request of termination to the other Cost-Share Participant at least ninety (90) days prior to start of each Pictometry Imagery Capture Flight. The COUNTY shall in writing advise all other Cost-Share Participants of the actual start dates of the three (3) Pictometry Imagery Capture Flights which shall become a part of the Agreement and be denominated as Exhibit "D". In no case, shall such termination occur less than ninety (90) days prior to the end of each calendar year during the term of the Agreement; and
3. The terminating Cost-Share Participant shall pay for their full flight costs for all deliverables received through the termination date; and
4. The terminating Cost-Share Participant shall forfeit all revenues from Third Party purchases in Section 6-F subsequent to the date of its termination. The PARTIES understand that annual revenues from Third Party Participants are credited back to each Cost-Share Participant in the following annual billing cycle. As such, a terminating Cost-Share Participant will forfeit any Third Party revenues earned but not credited back to Cost-Share Participants prior to the date of termination as well as any future Third Party revenues; and
5. The terminating Cost-Share Participant shall have thirty (30) calendar days from its receipt of a final billing to pay the COUNTY. The COUNTY, at its sole option, may charge interest on late payments based in an amount not to exceed 1.5% per month

or the maximum rate allowable under the laws of the State of Washington; and

6. The terminating Cost-Share Participant agrees that the terms and conditions set forth in Section 5-B, 5-C, 5-D and 5-E shall survive its termination of the Agreement and the terminating Cost-Share Participant shall be held accountable in perpetuity to said terms and conditions.

Upon termination by a Cost-Share Participant as provided for above, the following conditions shall apply to the remaining Cost-Share Participants:

1. Public access for future flights under this Agreement shall only occur by Agreement of the remaining Cost-Share Participant(s); and
2. The remaining Cost-Share Participant(s) shall be responsible for the costs identified in Section 6-A and itemized in Section 6-E for all remaining flights under this Agreement.

SECTION 4: PRODUCTS

Products and software consist of Geo-registered digital oblique & orthogonal images and certain associated EagleView Pictometry software as follows:

A. Spokane County Licensed Pictometry Products include:

1. Reveal Advanced Property (AccuPlus) – 4" High Resolution Certified Orthophotography & Four-way (N, S, E, W) obliques;
2. Reveal Essentials+ Property – 4" High Resolution Orthophotography & Four-way (N,S,E,W) Obliques;
3. Reveal Essentials+ Community – 9" High Resolution Orthophotography & Four-way (N, S, E, W) obliques;
4. Pictometry Connect – Gov Package;
5. All other resolution Orthophotography and Area Wide Mosaic; and
6. Pictometry Software: Electronic Field Study, Pictometry Connect (Early Access), RapidAccess (Disaster Response Program) & Pictometry ArcGIS Desktop Plugin.

B. The following Pictometry Products are NOT included:

1. "Pictometry Self Hosting" Software provided on a one-time fee basis purchased directly from Pictometry by each member wishing to use it;
2. FutureView Advanced Training; and
3. "Pictometry for ESRI Web AppBuilder" Software provided on a one-time fee basis

purchased directly from Pictometry by each member wishing to use it.

C. Spokane County Pictometry Sector Resolution Areas are depicted in Exhibit “C”, attached hereto and incorporated by this reference.

SECTION 5: IMAGERY COST-SHARE PARTICIPATION REQUIREMENTS

Cost-Share Participants must adhere to the following requirements:

A. Except as provided in SECTION 3, each Cost-Share Participant shall commit to participate in the cost-share for a period of six years (Calendar Years 2022-2027) for three Pictometry Imagery Capture Flights which will occur in the years 2022, 2024, and 2026.

B. For the term of this Agreement, the Cost-Share Participants agree to share costs for common deliverables (defined in Section 6-F) based on the percentage of the CITY’s total population as compared to the COUNTY’s total population as of the 2020 US Census dated April 1st, 2020. For cost sharing purposes, the total COUNTY population is set at 539,339. The total CITY population is set at 228,989, therefore constituting 42.46% of the total COUNTY population.

Cost share percentages for common deliverables – COUNTY 57.54% - CITY 42.46%

Figure 1 – COUNTY Population – 539,339

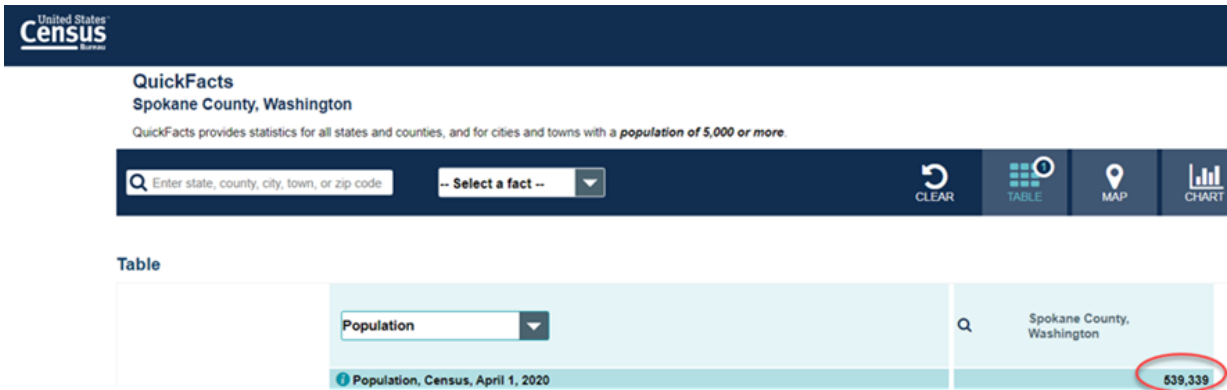


Figure 2 – CITY Population – 228,289 (42.46% of Total COUNTY Population of 539,339)



C. Each Cost-Share Participant shall maintain the Spokane County/Pictometry copyrighted data as a proprietary data, as set forth in the terms of the EagleView Pictometry Data License Agreement with Spokane County (“Data License Agreement”), attached hereto as Exhibit “A” and herein incorporated by reference.

D. The Data License Agreement entitles each Cost-Share Participant to utilize Pictometry licensed data sets in perpetuity, unless terms of the Data License Agreement are violated. Should a violation of the terms of the Data License Agreement occur, and is not adequately resolved with COUNTY, the violator's rights to the specific data sets associated with violation will be terminated. The violator shall return all data associated with the violation to COUNTY and shall delete the digital data from all machines on which it may reside.

E. Cost-Share Participants shall abide by the licensing restrictions detailed in the Spokane County EagleView Pictometry Contract (Exhibit “A”).

F. Each Cost-Share Participant shall abide by the Fairchild Air Force Base Restrictions as set forth in the terms of the Spokane County EagleView Pictometry Contract (Exhibit “A”).

G. The terms and conditions set forth above in Sections 5-B, 5-C, 5-D, 5-E, and 5-F shall survive the termination of this Agreement. All Cost-Share Participants shall be held accountable in perpetuity to said terms and conditions.

SECTION 6: COST-SHARE METHODOLOGY

A. The costs for the three Pictometry flights (2022, 2024, and 2026) are as follows:

First Flight (2022):	\$246,590.00
Second Flight (2024):	\$259,187.00
Third Flight (2026):	<u>\$268,834.00</u>
6-Year Pictometry Contract Total:	\$774,611.00

B. The costs for the supplementary product, AccuPlus-Upgrade, for the three Pictometry flights (2022, 2024, and 2026) are as follows:

First Flight (AccuPlus-Upgrade) (2022):	\$21,600.00
Second Flight (AccuPlus-Upgrade) (2024):	\$23,085.00
Third Flight (AccuPlus-Upgrade) (2026):	<u>\$24,570.00</u>
6-Year (AccuPlus-Upgrade) Contract Total:	\$69,255.00

C. The costs for the supplementary product, Pictometry Connect–Gov, for the three Pictometry flights (2022, 2024, and 2026) are as follows:

First Flight (AccuPlus-Upgrade) (2022):	\$2,950.00
Second Flight (AccuPlus-Upgrade) (2024):	\$5,900.00
Third Flight (AccuPlus-Upgrade) (2026):	<u>\$5,900.00</u>

6-Year (Pictometry Connect-Gov) Contract Total: \$14,750.00

D. The Spokane County Pictometry Contract obligates the COUNTY to the following payment schedule for each year as follows:

2022 Shared Costs (1 st Flight – Yr 1)	\$111,020.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$10,800.00
COUNTY Only (Pictometry Connect)	<u>\$1,475.00</u>
2022 Total Cost (1st Flight – Year1)	\$123,295.00

2023 Shared Costs (1 st Flight – Yr 2)	\$111,020.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$10,800.00
COUNTY Only (Pictometry Connect)	<u>\$1,475.00</u>
2023 Total Cost (1st Flight – Year2)	\$123,295.00

2024 Shared Costs (2 nd Flight – Yr 1)	\$115,101.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$11,542.50
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2024 Total Cost (2nd Flight – Year1)	\$129,593.50

2025 Shared Costs (2 nd Flight – Yr 2)	\$115,101.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$11,542.50
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2025 Total Cost (2nd Flight – Year2)	\$129,593.50

2026 Shared Costs (3 rd Flight – Yr 1)	\$119,182.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$12,285.00
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2026 Total Cost (3rd Flight – Year1)	\$134,417.00

2027 Shared Costs (3 rd Flight – Yr 2)	\$119,182.00
Supplementary Product Requests	
CITY Only (AccuPlus)	\$12,285.00
COUNTY Only (Pictometry Connect)	<u>\$2,950.00</u>
2027 Total Cost (3rd Flight – Year2)	\$134,417.00

- E. Any additional services requests for any of the three flights (2022, 2024, and 2026) over and above the itemized charges detailed in Section 5-C and in Section 5-E above shall be billed separately.
- F. Any reduction in services – for example, CITY wants to exclude AccuPlus on an upcoming flight, or the COUNTY wants to exclude Pictometry Connect – must be requested in writing at least ninety (90) days prior to the next scheduled flight date.
- G. For all 4” and 9” Imagery, excluding AccuPlus, the Cost-Share Participants will pay their share based on the Population-Based Percentages detailed in Section 5.B. The percentage cost share for CITY is 42.46%. The percentage cost share for COUNTY is 57.54%.

In addition, the CITY shall pay for the AccuPlus Upgrade costs and the COUNTY shall pay for the Pictometry CONNECT-Gov Licensing costs.

CITY shall pay COUNTY a fixed annual service fee of \$2,500.00 USD for Pictometry Contract Management, due on or before the 1st of February of each calendar year. Any amounts not paid beyond said due date, COUNTY shall charge interest on late payments in an amount not to exceed 1.5% per month or the maximum rate allowable under the laws of the State of Washington.

All costs are detailed below for the next six (6) years:

Two Party 2022-2027 Cost-Share Participant Annual Itemized Costs:

First Flight – 2022 & 2023 Cost Details

2022 CITY Cost Share

4” Imagery (42.46% Pop. Share)	\$25,204.26
9” Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$10,800.00
Annual Service Fee to COUNTY	\$2,500.00
2022 – CITY Total Cost Share	<u>\$60,439.10</u>

2022 - COUNTY Cost Share

4” Imagery (57.54% Pop. Share)	\$34,155.74
9” Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$1,475.00
2022 – COUNTY Cost Share	<u>\$65,355.90</u>

2022 – Total Pictometry Annual Cost	<u>\$125,795.00</u>
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2023 CTY Cost Share

4” Imagery (42.46% Pop. Share)	\$25,204.26
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9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$10,800.00
Annual Service Fee to COUNTY	\$2,500.00
2023 - CITY Total Cost Share	<u>\$60,439.10</u>

2023 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$34,155.74
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$1,475.00
2023 – COUNTY Total Cost Share	<u>\$65,355.90</u>

2023 – Total Pictometry Annual Cost	\$125,795.00
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First Flight (2022 & 2023) – Total Cost	\$251,590.00
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2024 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$26,937.05
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$11,542.50
Annual Service Fee to COUNTY	\$2,500.00
2024 - CITY Total Cost Share	<u>\$62,914.39</u>

2024 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$36,503.95
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2024 – COUNTY Cost Share	<u>\$69,179.11</u>

2024 – Total Pictometry Annual Cost	\$132,093.50
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2025 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$26,937.05
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$11,542.50
Annual Service Fee to COUNTY	\$2,500.00
2025 - CITY Total Cost Share	<u>\$62,914.39</u>

2025 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$36,503.95
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9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2025 – COUNTY Total Cost Share	\$69,179.11

2025 – Total Pictometry Annual Cost	\$132,093.50
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Second Flight (2024 & 2025) – Total Cost	\$264,187.00
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2026 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$28,669.84
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$12,285.00
Annual Service Fee to COUNTY	\$2,500.00
2026 - CITY Total Cost Share	\$65,389.68

2026 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$38,852.16
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2026 – COUNTY Cost Share	\$71,527.32

2026 – Total Pictometry Annual Cost	\$136,917.00
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2027 CITY Cost Share

4" Imagery (42.46% Pop. Share)	\$28,669.84
9" Imagery (42.46% Pop. Share)	\$21,934.84
AccuPlus Upgrade (CITY Only)	\$12,285.00
Annual Service Fee to COUNTY	\$2,500.00
2027 - CITY Total Cost Share	\$65,389.68

2027 - COUNTY Cost Share

4" Imagery (57.54% Pop. Share)	\$38,852.16
9" Imagery (57.54% Pop. Share)	\$29,725.16
Pictometry Connect (COUNTY Only)	\$2,950.00
2027 – COUNTY Total Cost Share	\$71,527.32

2027 – Total Pictometry Annual Cost	\$136,917.00
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Third Flight (2026 & 2027) – Total Cost	\$273,834.00
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Total Cost – All Years Less Service Fees	\$774,611.00
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H. All annual revenues from Third-Party Participant imagery purchases will be shared in the following manner by Cost-Share Participants and credited back to each Cost-Share Participant in the following annual billing cycle. No credits will be given to the Third-Party Participants outside this Agreement.

Cost sharing will be done as follows:

- 1) If the Third-Party Participant's imagery request includes both Cost-Share Participants' data, then the additional Third-Party Participant shall pay both Cost-Share Participants, with the revenue share being 57.54% to the COUNTY and 42.46% to the CITY. Percentages are based on the US Census Bureau's 2020 CITY/ COUNTY population breakdown – 42.46% reside in the CITY, while 57.54% reside outside of the CITY.
- 2) If the Third-Party Participant's imagery request includes only COUNTY data, then then the additional Third-Party Participant shall only pay COUNTY, with the revenue share being 100% COUNTY and 0% CITY.
- 3) If the Third-Party Participant's imagery request includes only CITY data, then the additional Third-Party Participant shall pay only CITY, with revenue share being 0% COUNTY and 100% CITY.

I. The COUNTY shall manage the sharing of all combined imagery datasets consisting of both CITY and COUNTY data.

J. The COUNTY shall not share CITY imagery when only CITY imagery is requested.

K. The CITY shall not share COUNTY imagery when only COUNTY imagery is requested.

L. For the purposes of administration and maintenance of the Pictometry data over multiple political and geographic boundaries, the defined Project Area is based on a Pictometry established grid of approximately one (1) square mile sectors that covers the full extent of Spokane County.

M. Project Area Sectors can be of two resolution types: 4 inch or 9 inch.

N. Sector resolution type may vary by given project flight year.

O. Sector resolution upgrades (e.g. from 9 inch resolution to 4 inch resolution) may occur. Funding for said upgrades may occur by negotiation among the Cost-Share Participants. Alternatively, a Cost-Share Participant may elect to pay the additional upgrade cost for the life of the Agreement.

P. Cost-Share Participants are billed according to the following schedule:

Calendar Year 2022

Within Twenty (20) days after Agreement
& Contract signing:

Cost-Share Participants Annual
Itemized Costs for 2022.

Calendar Years 2023-2027

Annually on or before the 10th of January

Cost-Share Participants Annual
Itemized Costs for each year.

To the following address:

CITY: City of Spokane
ATTN: Office of the Mayor
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Cost-Share Participants shall have thirty (30) calendar days from its receipt of any billing to pay the COUNTY. The COUNTY, at its sole option, may charge interest on late payments based in an amount no to exceed 1.5% per month or the maximum rate allowable under the laws of the State of Washington.

SECTION 7: MISCELLANEOUS PROVISIONS

- A. Notice. All notices, other than billings addressed in Sections 3 - 6 above, shall be in writing and served on any of the PARTIES either personally or by certified mail, return-receipt requested, at their respective addresses set forth above. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- B. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.
- C. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- D. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- E. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- F. Assignment. This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.
- G. Severability. In the event any portion of this Agreement should become invalid or

unenforceable, the rest of the Agreement shall remain in full force and effect.

- H. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- I. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. Records. All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.
- K. Waiver. No officer, employee, agent or otherwise of any PARTY, has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.
- L. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- M. Dispute Resolution. Any dispute among or between the PARTIES which cannot be resolved among or between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the COUNTY Chief Executive Officer and CITY Administrator cannot resolve the dispute shall be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The PARTIES subject to the dispute shall have the right to designate one person each to act as an arbitrator. The selected arbitrators shall then jointly select another arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split among the PARTIES to the dispute.
- N. Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they appertain.
- O. Anti-Kickback. No officer or employee of any PARTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
- P. Time of Essence of Agreement. Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other PARTY may, at its election,

hold the other party liable for all costs and damages caused by such delay.

- Q. Execution and Approval. The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this Agreement.
- R. No Third-Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
- S. RCW 39.34 Required Clauses applicable to COUNTY and CITY only:

ill PURPOSE: See Section 1 (c).

ill DURATION: See Section 2.

ill ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

ill RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.

ill AGREEMENT TO BE FILED: The CITY shall file this Agreement with its CITY Clerk. The COUNTY shall file this Agreement with its COUNTY Auditor or place it on its web site or other electronically retrievable public source.

(fil FINANCING: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

.(1} TERMINATION: See Section 3.

ill PROPERTY UPON TERMINATION: Title to all personal property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth opposite their respective signature block, the date of the last signature being the effective date of the Agreement.

Spokane County Signatures

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSHUA KERNS, Chair

AL FRENCH, Commissioner

ATTEST
Clerk of the Board

MARY KUNEY, Commissioner

Ginna Vasquez

City of Spokane Signatures

DATED: _____

ATTEST

Exhibit A

Spokane County Pictometry Contract
(To follow in attached pages)

(This space intended to be blank.)

SPOKANE COUNTY IMAGERY LICENSE AGREEMENT
Third Party Participant

The LICENSE AGREEMENT (the "Agreement") is entered into between Spokane County, (hereinafter referred to as "COUNTY" or "LICENSOR"), a political subdivision of the State of Washington, having offices for transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, and _____ (hereinafter referred to as "Third Party Participant" or "LICENSEE"), a _____, having offices for transaction of business at _____, each individually referred to as a "PARTY" and collectively the "PARTIES".

RECITALS:

WHEREAS, pursuant to the provision of the Revised Code of Washington ("RCW") 36.32.120(6), Spokane County has the care of COUNTY property and the management of COUNTY funds and business; and

WHEREAS, pursuant to RCW 36.32.120(6), chapter 39.34 RCW and RCW 39.32.090, Spokane County entered into an agreement with Pictometry International Corporation for the purchase of aerial photography services, software, and support; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW ("Interlocal Corporation Act"), two or more public entities may contact between each other to perform functions which each may individually perform; and

WHEREAS, the Pictometry International Corporation Agreement allows "Authorized Subdivision(s)" to use "Delivered Content" as defined therein; and

WHEREAS, Third-Party Participant is an "Authorized Subdivision" in the Pictometry International Corporation Agreement and as such desires to enter into a license agreement wherein the Third-Party Participant may use certain "Delivered Content" under the Pictometry International Corporation Agreement subject to certain terms and conditions.

NOW THEREFORE for and in consideration of the above recitals which are incorporated herein by reference and the mutual promises set forth hereinafter the PARTIES do hereby mutually agree as follows:

SECTION 1: DEFINITIONS

- (a) County: "COUNTY" means Spokane County, also referred to as "LICENSOR".
- (b) City: "CITY" means City of Spokane.
- (c) Third-Party Participant: "Third-Party Participant" means those who are eligible to purchase imagery from the COUNTY by signing this SPOKANE COUNTY IMAGERY LICENSE AGREEMENT, also referred to as LICENSEE.

- (d) Spokane County Pictometry Contract: "Spokane County Pictometry Contract" means the 2022- 2027 contract executed under Spokane County Resolution 22-__, attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2: PURPOSE

This License Agreement (the "Agreement") is intended to provide a mechanism for the LICENSEE (Third-Party Participant) to purchase Spokane County Pictometry Imagery products and associated Pictometry Software under the terms and conditions of this License Agreement, from the COUNTY as permitted and allowed by the Spokane County Pictometry Contract, which is attached hereto as Exhibit "A" and herein incorporated by reference ("Spokane County Pictometry Contract").

SECTION 3: TERM

This Agreement shall commence on _____ and shall terminate on December 31, 2027.

Once this Agreement is executed, it is irrevocable and shall not be terminated by either PARTY. Provided, in the event the Spokane County Pictometry Contract is terminated, for any reason, this Agreement shall also terminate. In the event of such termination, the PARTIES understand and agree that there shall be NO REFUND or return of any costs or fees as set forth in Section 6 (Exhibit "C") of this Agreement which have been paid prior to the effective date of termination..

SECTION 4: LICENSED PRODUCTS

Products and software consist of Geo-registered digital oblique & orthogonal images and associated Pictometry software. More particularly they include:

A. Spokane County Licensed Pictometry Products include:

1. 4" High Resolution Orthophotography & Four-way (N, S, E, W) obliques;
2. 9" High Resolution Orthophotography & Four-way (N, S, E, W) obliques;
3. All other resolution Orthophotography and Area Wide Mosaics, generated by Pictometry and included in the delivery of the primary imagery; and
4. Pictometry Software: Electronic Field Study & Pictometry ArcGIS Desktop Plugin.

B. The following Pictometry Products are NOT included:

1. "Pictometry Self Hosting" Software provided on a one-time fee basis purchased directly from Pictometry by each member wishing to use it;
2. "Pictometry Connect" a Web Hosting Software that is purchased annually directly from Pictometry; and

3. "Pictometry for ESRI Web AppBuilder" Software provided on a one-time fee basis purchased directly from Pictometry by each member wishing to use it.

C. Spokane County Pictometry Sector Resolution Areas are depicted on Exhibit "B", which is attached hereto and incorporated by reference.

SECTION 5: LICENSEE PARTICIPATION REQUIREMENTS

LICENSEE shall adhere to the following requirements:

A. The LICENSEE shall maintain the Spokane County/Pictometry copyrighted data as a proprietary data, as set forth in the terms of the Spokane County Pictometry Contract.

B. The LICENSEE shall abide by the licensing restrictions detailed in the Spokane County Pictometry Contract. The Spokane County Pictometry Contract entitles the LICENSEE to utilize licensed data sets in perpetuity, unless terms of the Spokane County Pictometry Contract are violated. Should a violation of the terms of the Spokane County Pictometry Contract occur, and is not adequately resolved to COUNTY's satisfaction, the LICENSEE's rights to the specific data set associated with the violation shall be terminated. The LICENSEE shall return all data associated with the violation to the [????????] COUNTY, and delete the digital data from all of the LICENSEE's machines on which it may reside.

C. Public Access of Pictometry Orthogonal and Oblique Imagery provided by the LICENSEE via Public Web Sites shall only occur by mutual agreement between the COUNTY and LICENSEE. LICENSEE is permitted to use orthogonal and/or oblique imagery for publicly accessible .pdfs, printed maps, or other such reports.

SECTION 6: LICENSE FEE METHODOLOGY

A. Pictometry Imagery Capture Flights will occur in 2022, 2024, and 2026.

B. The LICENSEE shall be eligible to license PICTOMETRY imagery from the COUNTY for any flight that occurs during the contract period. The LICENSEE can purchase just a single flights imagery and is not required to purchase imagery from all flights that occur during the contract period.

C. For the purposes of administration and maintenance of the Pictometry data over multiple political and geographic boundaries, the defined Project Area is based on a Pictometry- established grid of approximately one (1) square mile sectors that covers the full extent of Spokane County.

D. Project Area Sectors can be of two resolution types: 4 inch or 9 inch.

E. Sector resolution type will vary by given project year.

F. The COUNTY assigns costs to each specific Sector based on the Spokane County Pictometry Contract for that given project flight (two-year cycle).

G. Rates per Sector are based on the costs per sector type (4 inch or 9 inch) for a given Pictometry Flight Year.

H. Sector resolution upgrades (e.g. from 9 inch resolution to 4 inch resolution) may occur. LICENSEE shall be responsible for all costs related to a LICENSEE- requested sector upgrade for the life of the contract.

I. LICENSEE sector costs are based on the total sector rate as defined in Section 5-F divided by the total number of participants (for example, total number of participants is equal to the total number of Third-Party Cost Participants, plus the two original Cost-Share Participants – Spokane County and the City of Spokane).

J. The LICENSEE's base total cost is the sum of all individual Sectors which are within LICENSEE service boundary. This also includes the addition of all sectors that are bisected by the service boundary. Individual sectors will not be further subdivided.

K. Access to the LICENSEE imagery products shall be provided either on physical media or through a Pictometry Connect account purchased by the LICENSEE. The labor and media costs for the delivery of Imagery Products on physical media will be borne by the LICENSEE and will be based on the Spokane County IT Annual staff hourly rate tables and media costs.

L. The LICENSEE's costs are itemized in Exhibit "C", which is attached hereto and incorporated by reference.

M. The LICENSEE shall be billed upon given online access or hardcopy delivery of imagery products itemized in Exhibit "C". LICENSEE shall pay all billings within thirty (30) calendar days from its receipt of any billing to pay the COUNTY. The COUNTY, at its sole option, may charge interest on late payments based on any lost interest earning had the amount due been invested since the date due to the date of payment in the COUNTY's investment pool.

SECTION 7: INDEMNIFICATION AND HOLD HARMLESS

The LICENSEE agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of LICENSEE, and LICENSEE'S officers, agents and employees, in performance of this Agreement.

With regard to patent and copyright infringement claims, the LICENSEE shall defend at its expense any suit brought against the COUNTY to the extent that it is based on an infringement claim, and the LICENSEE shall indemnify the COUNTY for those costs and damages finally awarded against the COUNTY for an infringement claim. The LICENSEE shall also indemnify the COUNTY for its reasonable attorney's fees arising out of such claims.

SECTION 8: WARRANTY

The digital data is provided "AS IS", without any warranty of any type whether express or implied, including any warranties of merchantability or fitness for a particular purpose.

The data is subject to constant change and its accuracy cannot be guaranteed. The COUNTY does not warrant that the functions contained in the digital data will meet the requirements of the LICENSEE or that the operation of digital data will be uninterrupted or error free, or that any data defects will be corrected.

SECTION 9: MISCELLANEOUS PROVISIONS

- A. Notice. All notices, other than billings addressed in Sections 6 above, shall be in writing and served on any of the PARTIES either personally or by certified mail, return-receipt requested, at their respective addresses set forth above. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- B. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.
- C. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- D. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- E. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- F. Assignment. This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.
- G. Severability. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- H. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- I. Venue Stipulation. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this

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

- J. Records. All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law.
- K. Waiver. No officer, employee, agent or otherwise of any PARTY, has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.
- L. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- M. Dispute Resolution. Any dispute among or between the PARTIES which cannot be resolved among or between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the PARTIES cannot resolve the dispute shall be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The PARTIES subject to the dispute shall have the right to designate one person each to act as an arbitrator. The selected arbitrators shall then jointly select another arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split among the PARTIES to the dispute.
- N. Headings. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they appertain.
- O. Anti-Kickback. No officer or employee of any PARTY, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.
- P. Time of Essence of Agreement. Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other PARTY may, at its election, hold the other party liable for all costs and damages caused by such delay.
- Q. Execution and Approval. The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this Agreement.
- R. No Third-Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

A. RCW 39.34 Required Clauses.

ill PURPOSE: See Section 2.

ill DURATION: See Section 3.

Q} ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

ill RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.

ill AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its COUNTY Auditor or place it on its web site or other electronically retrievable public source.

.(fil FINANCING: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

.Q) TERMINATION: See Section 3.

.(fil PROPERTY UPON TERMINATION: Title to all personal property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year set forth herein above with the effective date being the date of the last signatory.

DATE: _ _ _ _ _

SPOKANE COUNTY (LICENSOR)

Director of Information Technology

DATE: _ _ _ _ _

Third Party Participant (LICENSEE)

BY

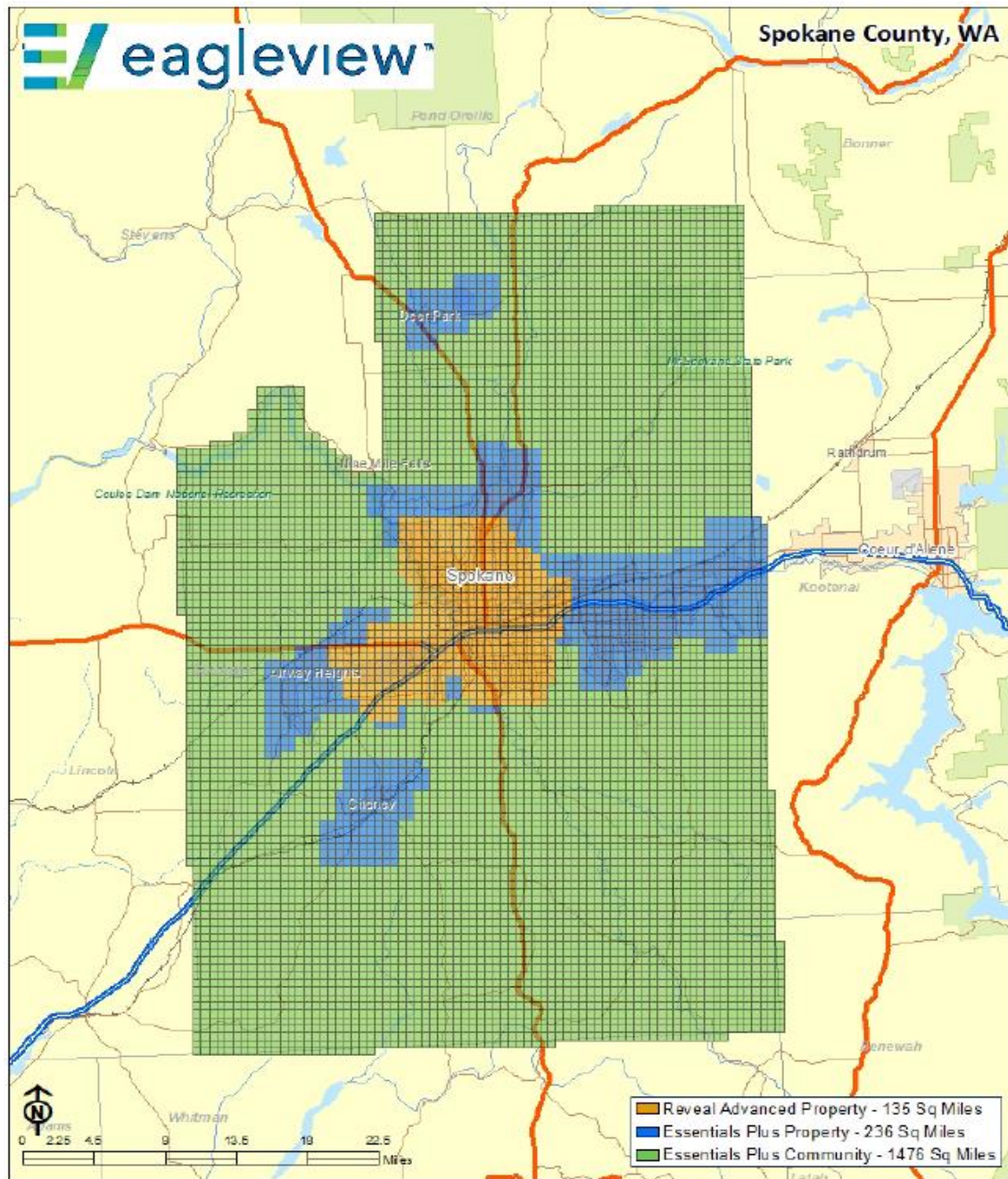
TITLE

Exhibit A
Spokane County Pictometry Contract
(to follow in attached pages.)

(This space intended to be blank.)

Exhibit B
Spokane Pictometry Tile Grid

(Green tiles are nine inch resolution, blue tiles are four inch resolution, and orange tiles are four inch AccuPlus resolution)



Pictometry Flight #1	April 2022
Pictometry Flight #2	April 2024
Pictometry Flight #3	April 2026

Exhibit C:
Spokane Pictometry Itemized Third Party Participant (Licensee) Costs
(Assuming two original cost-share participants, thus a three-way cost split)

Licensee:

Four Inch Sector Tiles Cost	3 Way Split	Number	Total
\$__.			\$__ .
Nine Inch Sector Tiles Cost	3 Way Split	Number	Total
\$__.	\$__.		\$__ .
Data Preparation Fee	Hourly Labor Rate	Total Hours	
	\$__.	\$__.	\$__ .
Media Cost			\$__
		Grand Total	\$__

Exhibit D:

Pictometry Six Year Contract Flight Dates

Flight #1	Spring 2022
------------------	--------------------

Flight #2	Spring 2024
------------------	--------------------

Flight #3	Spring 2026
------------------	--------------------

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

02/28/2022

Date Rec'd

2/14/2022

Clerk's File #

OPR 2020-0732

Renews #**Submitting Dept**

FIRE

Cross Ref #**Contact Name/Phone**

JAY ATWOOD X7005

Project #**Contact E-Mail**

JATWOOD@SPOKANECITY.ORG

Bid #SOFTWARE
RENEWAL**Agenda Item Type**

Contract Item

Requisition #

CR23342

Agenda Item Name

1970 INTTERRA COVID SOFTWARE RENEWAL

Agenda Wording

One year contract renewal with Intterra, Inc. for COVID planning software. Total cost will be \$63,928.50, including sales tax.

Summary (Background)

Our EMS providers and fire crews need the most recent and revealing information available at their fingertips- before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National Programs.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$63,928.50

1970-35142-22100-54820-99999

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

Study Session\Other

Public Safety - 2/7

Division Director

SCHAEFFER, BRIAN

Council Sponsor

CM Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

khaugen@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

fireaccounting@spokanecity.org

Additional Approvals

kschmitt@spokanecity.org

Purchasing

PRINCE, THEA



CITY OF SPOKANE
FIRE DEPARTMENT

CONTRACT RENEWAL

**Title: COVID DEPLOYMENT SOFTWARE
AND IMPLEMENTATION**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **INTTERRA, INC.**, whose address is 3740 Dacoro Lane, Suite 200, Castle Rock, Colorado 80109 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 COVID Deployment Software and Implementation; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal Document.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 5, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on January 1, 2022 and shall run through December 31, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIXTY THREE THOUSAND NINE HUNDRED TWENTY-EIGHT AND 50/100 DOLLARS (\$63,928.50)**, including tax, in accordance with Company's Invoice dated November 3, 2021, attached as Attachment B, 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.

INTTERRA, INC.

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment
Attachment B - Company’s Quote dated November 3, 2021

22-046

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

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

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

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

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

ATTACHMENT B



INVOICE

Intterra, LLC
3740 Dacoro Lane, Suite 200
Castle Rock, CO 80109

Invoice Number 000956
Invoice Date November 3, 2021

PURCHASER:

City of Spokane Fire Department
44 W. Riverside Ave.
Spokane, WA 99201
Attn: Brian Schaeffer
CC: Tom Williams

Invoice Due Date: December 3, 2021

Description	Amount
Intterra Annual Subscription: (Operations with COVID viewstate, Preplanning with COVID tools, Reporting & Analytics, Incident Management) Period of Performance: 1/1/2022-12/31/2022	\$ 58,650.00
Invoice Total:	\$ 58,650.00

DIRECT ALL INQUIRIES TO:

Kristin Blankinship
email: kristin.blankinship@intterragroup.com

MAKE ALL CHECKS PAYABLE TO:

Intterra
3740 Dacoro Lane, Suite 200
Castle Rock, CO 80109

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Fire
Contact Name & Phone	Jay Atwood x7005
Contact Email	jatwood@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Intterra COVID Response Software Renewal
Summary (Background)	<p>Knowledge is power. Our EMS providers and fire crews need the most recent and revealing information available at their fingertips- before they arrive. Currently, the information is silo'ed and in different areas. Intterra amalgamates the information onto a standard platform that integrates with current programs within the City, County, Public Health and Federal/National Programs. Without this "heads-up" and planning tool, our field personnel run a higher risk of exposure and infection that can impact families, employees and other patients.</p> <p>Estimated renewal costs are \$63,928.50, including sales tax.</p> <p>This software puts COVID pre-planning data in the field for planning for COVID response, and provider awareness of recent COVID positive cases at facilities they may visit, reducing potential line exposure and overtime.</p> <p>Intterra's unique COVID tools provide real time situational awareness for responders and command staff for all risks during pandemic response, from managing road closures and access barriers to mutual aid and response time planning. This tool can be used for all risk hazards/incidents outside of COVID as well.</p>
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: <u>\$63,928.50</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?



< Business Lookup

License Information:

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

Entity name: INTTERRA

Business name: INTTERRA

Entity type: [Limited Liability Company](#)

UBI #: 604-813-155

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3740 DACORO LN
STE 200
CASTLE ROCK CO 80109-2504

Mailing address: 3740 DACORO LN
STE 200
CASTLE ROCK CO 80109-2504



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Nov-30-2022	Nov-16-2021

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

Governing people	Title
NEO GROUP HOLDINGS LLC	Member

The Business Lookup information is updated nightly. Search date and time:
11/22/2021 8:25:16 AM



How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MERTENS INSURANCE AGENCY 715 Zion St Nevada City, CA 95959	CONTACT NAME: SAMANTHA KIRK PHONE (A/C, No, Ext): (530) 265-0621 E-MAIL ADDRESS: SAMANTHA@MERTENSINSURANCE.COM FAX (A/C, No): (530) 265-0530
INSURED INTTERRA 3740 DACORO LN 200 CASTLE ROCK, CO 80109	INSURER(S) AFFORDING COVERAGE INSURER A: LLOYDS OF LONDON INSURER B: SECURITY NATIONAL INSURANCE INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ESK0732227505	07/01/21	07/01/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ESK0732227505	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED/NON-OWN LIMIT \$ 2,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	SWC1314245	12/01/20	12/01/21	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			ESK0732227505	07/01/21	07/01/22	2,000,000/2,000,000 DEDUCTIBLE : \$2,500

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

ADDITIONAL INSURED IN FAVOR OF: CITY OF SPOKANE, ACCOUNTING SERVICES

WILL MAIL 30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE, ACCOUNTING SERVICES
808 W. SPOKANE FALLS BLVD., STE 400
SPOKANE, WA 99201-330

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

AUTHORIZED REPRESENTATIVE

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64. Website content accessibility

arising directly or indirectly out of the actual or alleged violation of any laws, regulations or guidelines relating to the accessibility of **your** website content.

65. Willful or dishonest acts of senior executive officers

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** (in respect of cyber incidents, a telephone call to **our** cyber incident response line will constitute notification) as soon as is reasonably practicable and follow their directions. However, in respect of **INSURING CLAUSES 1 (SECTIONS A, B, C, D, E, G and H only) and 3 (SECTION G only)** this notification must be made no later than the end of any applicable extended reporting period; and
- b. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

If **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

2. Additional Insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

4. Calculation of business interruption losses

In respect of **INSURING CLAUSES 2 (SECTION G only)** and **5**, in the event of a claim for any financial loss sustained by **you**, **you** must provide the **claims managers** with **your** calculation of the financial loss including.

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

If **we** are unable to agree with **your** calculation of the financial loss, **we** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us**. If an

independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of any financial loss sustained by **you** will be final and binding.

5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a claim under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **limit of liability**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all of the terms and conditions of this Policy, other than a. above.

7. Cross liability and severability

In respect of **INSURING CLAUSE 3** only, where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

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

02/28/2022

Date Rec'd

2/14/2022

Clerk's File #

OPR 2022-0129

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

JESTEN RAY 625-6819

Project #**Contact E-Mail**

JRAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1460 - PARKMOBILE LLC, MOBILE PARKING PAYMENT SYSTEM(S) INTEGRATOR

Agenda Wording

Parking Services contract with ParkMobile LLC (Atlanta, Georgia) selected through RFP 5451-21 to be Mobile Parking Payment System(s) Integrator. 3 year contract for \$600,000 with option for annual renewals.

Summary (Background)

ParkMobile will provide a Mobile Parking Payment System for the City. As integrator, ParkMobile will provide a single back-office system that will manage rules, rates, integrate reports and restrictions for all Mobile Parking Payment Systems & Partners. ParkMobile will integrate with other firms that partner with the City and were prequalified through RFP 5451-21 to provide a Mobile Parking Payment System for the City. ParkMobile will push rates & regulations & pull payment transactions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ Fees will come out of revenue

1460-21200-99999-36231-30214

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\OtherUrban Experience
2.14.22**Division Director**

MACDONALD, STEVEN

Council SponsorCM Kinnear and CM
Stratton**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

Tony.Stewart@ParkMobile.io (Contract Signer),

For the Mayor

ORMSBY, MICHAEL

Kristen.Locke@ParkMobile.io,

Additional Approvals

kbecker@spokanecity.org, jwest@spokanecity.org,

Purchasing

mwilliams@spokanecity.org, jray@spokanecity.org,

jlargent@spokanecity.org, korlob@spokanecity.org,

cwahl@spokanecity.org,

cbrazington@spokanecity.org



City of Spokane

PERSONAL SERVICES AGREEMENT

**Title: Mobile Parking Payment
System(s) Integrator**

This City Personal Services Agreement (the "Agreement") is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARKMOBILE, LLC**, whose address is 1100 Spring Street NW, Suite 200, Atlanta, Georgia 30309 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide a Mobile Parking Payment ("MPP") System for the City of Spokane; and

WHEREAS, the Firm will be the integrator and will provide a single back-office system that will manage rules, rates, integrate reports and restrictions for all Mobile Parking Payment Systems.

WHEREAS, the Firm will establish a two-way integration with any MPP System Partner pushing rates and regulations, and pulling payment transactions.

WHEREAS, the Firm was selected through an Informal Request for Proposals #5451-21 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2022 (the "Effective Date"), and shall run through December 31, 2024 (the "Initial Term"), unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed annually upon mutual agreement of the parties (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

2. TIME OF BEGINNING AND COMPLETION.

The Firm shall begin the work outlined in Exhibit G on the Effective Date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the following Exhibits, which are incorporated herein:

Certification Regarding Debarment , Suspension, Ineligibility and Voluntary Exclusion, attached as Exhibit A

City's RFP 5451-21, attached as Exhibit B

Firm's Proposal/Response to RFP, attached as Exhibit C

Firm's Technical Requirements Table response, attached as Exhibit D

Firm's Technical Compliance Matrix response (TCM), attached as Exhibit E

Firm's Costs and Fees for City, attached as Exhibit F

Firm Service Agreement, attached as Exhibit G.

In the event of a conflict or discrepancy between any Exhibit and this City Personal Services Agreement, this City Personal Services Agreement shall control to the extent of the conflict.

The Work is subject to City review and approval. The Firm shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Firm's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed **SIX HUNDRED-THOUSAND AND NO/100 DOLLARS (\$600,000.00)**, including applicable tax, in accordance with Firm's Costs and Fees attached as Exhibit F, unless modified by a written amendment to this Agreement.

The Merchant of Record ("MOR") can be either the City or the Firm. As of the Effective Date, the Firm shall be the MOR. The City may choose to become the MOR at any time during the Term of the Agreement. If the City chooses to be MOR, it will notify the Firm at least sixty (60) days in advance of the date such change is to take effect, such notice to include the date the change shall be effective.

As MOR, all transactions will be processed real-time through the Firm's payment gateway to the Firm's payment processor. The Firm will remit to the City, any amounts due to the City in arrears on the 15th of the following month.

If applicable, the Firm shall submit its applications for payment to Parking Services Department, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 noting the OPR#. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Firm's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Firm and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Firm shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Firm's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Firm 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 Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a markup. Copies of all Subcontractor invoices that are rebilled to the City are required.

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. INDEMNIFICATION.

8.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

8.2 Firm. Firm will indemnify, defend, and hold harmless the City from and against any and all Losses incurred by the Firm resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that the City promptly notifies the Firm in writing of the claim, cooperates with Firm, and allows Firm sole authority to control the defense and settlement of such claim.

8.3 City. City will indemnify, defend, and hold harmless Firm from and against any and all Losses incurred by Firm resulting from any Third-Party Claim arising out of City's disclosure or use of Firm User Data in violation of this Agreement.

8.4 Mitigation. If any of the Services are claimed to, or in Firm's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if City's use of the Services is enjoined or threatened to be enjoined, Firm may, at its option and sole cost and expense: (a) obtain the right for City to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to the City, terminate this Agreement and require the City to immediately cease any use of the Services.

8.5 Sole Remedy. This Section 8 sets forth the City's sole remedies and the Firm's sole liability and obligation for any actual, threatened, or alleged claims that the services or any subject matter of this agreement infringes, misappropriates, or otherwise violates any intellectual property rights of any third party.

9. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

The Firm and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Firm and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. KEY PERSONS.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Firm for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

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

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

16.1 City Data. City Data remains the sole and exclusive property of the City. City grants the Firm a perpetual, irrevocable, royalty-free license to use City Data in connection with the Services.

16.2 City Brand Features. City grants the Firm a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display City's Brand Features in connection with providing and/or marketing the Services. Firm will not make any use of City's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

16.3 Firm IP. City acknowledges that, as between City and Firm the Firm owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the Firm's Application and the Platform.

16.4 Firm's Brand Features. Firm grants the City nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Firm's Brand Features in connection with the Services, subject to Firm's Brand Guidelines available at <https://parkmobile.io/Firm/parkmobile-media-assets/logos/>. City will not make any use of Firm's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

16.5 Firm User Data. Firm User Data remains the sole and exclusive property of the Firm. Firm may sublicense certain Firm User Data to the City upon City's execution of Firm's Data Protection Agreement. City will not, directly or indirectly: (i) sell or resell Firm's User Data in any capacity or form; (ii) create any derivative work using Firm User Data; or (iii) use Firm User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that Firm will not sublicense or provide any PCI Data to the City.

16.6 Resultant Data. Resultant Data remains the sole and exclusive property of the Firm. Firm

grants the City a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for City's internal use in connection with the Services.

16.7 Reservation of Rights. Firm reserves all rights not expressly granted to City in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the City or any third party any IP Rights or other right, title, or interest in or to the Firm's Application and/or the Platform.

17. ANTI KICK-BACK.

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

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless agreed to and signed by an authorized representative of each of the parties hereto.
- B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers, which are applicable to the Services provided pursuant to this Agreement. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of either party 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.

PARKMOBILE, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – City's RFP 5451-21
- Exhibit C – Firm's Proposal/Response to RFP
- Exhibit D – Firm's Technical Requirements Table response
- Exhibit E – Firm's Technical Compliance Matrix response (TCM)
- Exhibit F – Costs and Fees for City
- Exhibit G – Firm Service Agreement

21-237a

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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

APPENDIX A: PRICING MATRIX RFP 5451-21 Mobile Parking Payment System ALL Proposers

Proposer:

ParkMobile LLC.

Service	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Transactions & Operations			
Mobile Payment Transaction Fee	ParkMobile clients typically charge Firm Users a small convenience fee per transaction to use ParkMobile. This fee is not inclusive of credit card processing.	\$0.35 (paid by user) or \$0.35 (paid by user with \$0.10 revenue share retained by City) or \$0.25 (paid by city)	Per Transaction
<u>Transaction Processing Fee</u>	As Firm is MOR, City agrees to pay Firm a Transaction Processing Fee.	\$.015 + 3% of the total Transaction amount.	Per Transaction
Transaction fee for extending time (if yes, include)	No extension fee.	\$0.00	Per Transaction
Merchant Validation	Mobile Payment Transaction Fee will apply for transactions with merchant validation.	\$0.00	Annually
End User Support	Included	\$0.00	Annually
Client (City) Support	Included	\$0.00	Annually
Hosting Fee	Included	\$0.00	Annually
Security	Included	\$0.00	Annually
Maintenance	Included	\$0.00	Annually
Ongoing Project Management and Calls	Included	\$0.00	Annually
Data Costs	ParkMobile is not providing data plan for enforcement devices.	\$0.00	Annually
Reporting Features	Included	\$0.00	Annually

Included Ongoing Marketing/Outreach	Standard marketing for ParkMobile is included	\$0.00	Annually
Any Other Costs, include detail	See ValueAdd Tab		
Implementation & Set-up	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Setup Fee	Included	\$0.00	One-time
Project Launch — Training	Included	\$0.00	One-time
Included Project Launch Marketing / Outreach	Included	Included (Section 2.1.5)	n/a
Integration with MPP System Integrator	Pending API documentation review and integration planning for scope/size.	\$0.00	One-time
Additional Ad Hoc Services as Needed	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Configuration Updates	Included	\$0.00	Annually
Additional On-Site Training (on-site/remote)	Remote training is included.	\$0.00	One-time
Optional Additional Marketing	Additional Marketing beyond standard ParkMobile offering is not included.	n/a	One-time
Any Other Costs, include detail	See ValueAdd Tab	\$0.00	

APPENDIX A: PRICING MATRIX

RFP 5451-21 Mobile Parking Payment System

MPP System Integrator

Proposer: ParkMobile LLC.

Service	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Transactions & Operations			
Unified Back Office System	Included	\$0.00	Annually
Mobile Payment Transaction Fee from MPP System Partner payment	Fee paid by MPP System Partner per transaction into the ParkMobile platform as integrator. ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	\$0.00 Year 1 \$0.05 per transaction Year 2 and beyond ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	Per Transaction
Transaction fee for extending time from MPP System Partner payment (if yes, include)	Fee paid by MPP System Partner per transaction into the ParkMobile platform as integrator. ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	\$0.00 Year 1 \$0.05 per transaction Year 2 and beyond ParkMobile can also offer an alternative monthly fixed fee charged paid by the City if desired	Per Transaction
Implementation & Set-up			
Phase 1 Decals & Signage	Included	Included (Section 2.2.5)	n/a
Phase 2 Decals & Signage	Included	Included (Section 2.2.5)	n/a

Coordination with MPP System Partners to Standardize Zoning Numbers	Included	\$0.00	One-time
Integration with MPP System Partners	There will be no charge from ParkMobile for any MPP System Partner Integration. If there is any charge from the MPP System Partners ParkMobile will pass the cost through to City. MPP System Partners will integrate into ParkMobile platform using our standard API set.	\$0.00	One-time
Integrations with other vendor technologies including real time transmissions to paid parking technology and citation issuance devices	ParkMobile will utilize our existing integrations for real-time transmission of paid parking sessions to enforcement and citation issuance devices. Our standard enforcement API is used for this today and will also be used for future vendors.	\$0.00	One-time
Additional Ad Hoc Services as Needed	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Configuration Updates	Included	\$0.00	Per Transaction
Integrations with other vendor technologies including real time transmissions to paid parking technology and citation issuance devices (after initial implementation)	ParkMobile will utilize our existing integrations for real-time transmission of paid parking sessions to enforcement and citation issuance devices. Our standard enforcement API is used for this today and will be used for future vendors. After launch, the per transaction fee would apply.	\$0.00	One-time
Additional On-Site Training (on-site/remote)	Remote training is included.	\$0.00	One-time
Optional Additional Marketing	Additional Marketing beyond standard ParkMobile offering is not included.	\$0.00	One-time
Any Other Costs, include detail	See ValueAdd Tab		

EXHIBIT G



ParkMobile Service Agreement

PARTY CONTACTS			
Client		ParkMobile	
Legal Name:	City of Spokane, WA ("City")	Legal Name:	Parkmobile, LLC ("Firm")
Contact:	Kris Becker	Sales Rep:	Kristen Locke
Email:	kbecker@spokanecity.org	Email:	kristen.locke@parkmobile.io
Phone:	509.625.6392	Phone:	970-988-3755
Address:	City of Spokane, WA 808 W. Spokane Falls Blvd. Spokane, WA 99201	Address:	Parkmobile, LLC 1100 Spring St. NW Suite 200 Atlanta, GA 30309
		For legal notices: with a copy to ParkMobile' s Legal Department at the above address and to legal-notices@parkmobile.io .	

SERVICE TERMS	
Services	Firm will provide City with the Services related to the following types of parking transactions: On-Demand
Initial Term	3 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the

"Term").

Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate Firm as the merchant of record.
Parking Locations	<p>The Services will be provided to City in the following locations / geographical territory:</p> <p>All City locations</p>
Signage	City will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). The Firm is also responsible for (1) the cost of phase 1 and phase 2 decals and signage; and (2) flexible decals and signs capable of supporting a single vendor MPP System and/or multi-vendor MPP System. All signage included in the welcome kit is designed using Firm's standard signage templates. Custom signage may be made available to City for purchase at Firm's current signage rates. Any requested changes to Firm's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by City at Firm's then-current signage rates. Installation and maintenance of all signage is City's sole responsibility.
Governing Law	State of Washington
Schedules	This Exhibit G incorporates the following Schedules: Schedule 1: Firm General Terms & Conditions; Schedule 2: On-Demand Parking Services; Schedule 3: PM360 As A Platform Services; Schedule 4: City Electronic Funds Authorization Form

SCHEDULE 1 FIRM GENERAL TERMS & CONDITIONS

1. SERVICES

1.1 General. During the term, Firm will provide the Services to City in accordance with the terms and conditions of this Agreement.

1.2 Launch Date. The parties will mutually agree upon the launch date for the Services.

1.3 Firm Application. On and after the launch date, City's Parking Locations, along with associated Parking Information, will be made available to the general public through the Firm Application.

1.4 Parking Management Services. Subject to the license granted in Section 2, City will be provided access to the Platform to manage City's Parking Locations and associated Parking Information.

1.5 Parking Locations. The parties agree that Firm does not own, operate, manage, or maintain any Parking Location. City agrees that Firm is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by City at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.

1.6 Publicity of Services. Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by City will be in a form mutually agreed upon by the

parties, which will not be unreasonably withheld or delayed.

1.7 Exclusivity. Throughout the term, the parties agree that Firm will be the Mobile Parking Payment System(s) Integrator for the City.

1.8 PCI DSS. Firm has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.

1.9 Online City General Terms & Conditions. The parties agree that this Agreement supersedes the City General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2 ACCESS & USE OF PLATFORM

2.1 Provision of Access. Subject to and conditioned on City's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and City's payment of fees, Firm grants City a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to City's internal use. Firm will provide City the Access Credentials within a reasonable time following the Effective Date.

2.2 Documentation License. Firm hereby grants to City a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for City's internal business purposes in connection with its use of the Services.

2.3 Use Restrictions. City will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, City shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with Firm.

2.5 Changes. Firm reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Firm's services to its customers; (ii) the competitive strength of or market for Firm's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Firm will provide thirty (30) days advance notice of changes.

2.6 Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, Firm may suspend, terminate, or otherwise City's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Firm receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Firm to do so; or (b) Firm believes, in its good faith and sole discretion, that (i) City or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) City or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) City's or any Authorized User's use of the Services disrupts or poses a security risk to Firm or to any other City, end user, vendor or partner of Firm; or (v) this Agreement expires or is terminated. This Section does not limit any of Firm's other rights or remedies, whether at law, in equity, or under this Agreement.

3 CITY RESPONSIBILITIES

3.1 Use of Platform Account. City is responsible and liable for all uses of the Platform resulting from access provided by City, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. City must notify Firm immediately of any breach of security or unauthorized use of City's account.

3.2 Parking Information. City is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the Firm Application and for keeping such information up to date within the Platform.

3.3 Effective of City Failure or Delay. Firm is not responsible or liable for any delay or failure of performance caused in whole or in part by City's delay in performing, or failure to perform, any of its obligations under this Agreement.

4 SERVICE AND SUPPORT

4.1 Scheduled Maintenance. Firm will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, Firm may modify this window from time-to-time by providing City with advance notice. If Firm anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, Firm will use commercially reasonable efforts to give City at least 24 hours prior notice. Notwithstanding the foregoing, Firm reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, Firm will use commercially reasonable efforts to notify City before

commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 City Support. Firm will use commercially reasonable efforts to assist City with any technical support that City may reasonably require in using the Services. Firm will provide technical support for rate and configuration changes to City Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, City may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, City may submit a support request via email to prs@parkmobile.io. Firm will provide City with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, City may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 Firm User Support. The Firm is to provide comprehensive customer support to assist customers with registration and initial use of the MPP System, addressing and correcting errors with customer parking transactions (incorrect plate number, location, time, etc.), and transaction or payment disputes. Firm shall have the ability to provide customer service support to address complaints and refund requests. Customer service support shall be provided in both English and Spanish. The City expects that user experience is easy to understand, inclusive and accessible. The customer should be able to perform parking functions within the

MPP System with ease regardless of the user's experience, knowledge, and technical ability.

The following customer service and support functions are expected to be available from the MPP System:

(i) Toll-free live customer support, 7 days a week, excluding CITY parking meter holidays, between the hours of 6:00 AM, to 10:00 PM, PST to assist customers with registration, correction of customer transactions and transaction disputes.

(ii) Customer support in both English and Spanish.

(iii) Maintain a log of all customer interactions and provide the City with immediate access to reports and detailed logs associated with customer correspondences and exchanges.

5 CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other

party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6 FEES AND PAYMENT

6.1 No Deductions or Setoffs. All amounts payable to Firm under this Agreement shall be paid by City to Firm in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

6.2 Fee Increases. Firm may increase Fees for any contract year, by providing written notice to City at least sixty (60) calendar days written notice.

6.3 Limited Payment Agent. City appoints Firm as its agent for the limited purpose of receiving, holding, and settling payments made by Firm Users to City in connection with the Services. City acknowledges and agrees that receipt of payment from Firm Users in connection with the Services by Firm shall be deemed the same as receipt by City itself.

7 REPRESENTATIONS AND WARRANTIES

7.1 Mutual Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been

duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.1, ALL SERVICES ARE PROVIDED "AS IS." FIRM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, FIRM DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. FIRM SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

8 LIMITATION OF REMEDIES AND DAMAGES

8.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.3, IN NO EVENT WILL FIRM OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF FIRM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO FIRM UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.3 Exceptions. The exclusions and limitations in Section 8.1 and Section 8.2 do not apply to Firm's obligations under Section 5 or liability for Firm's gross negligence or willful misconduct.

9 ADDITIONAL TERMS

9.1 Inclusion of Non-Participating Agencies. During the Term of this Agreement, Firm agrees to extend the pricing, terms, and conditions of this Agreement to any other government agency and/or municipality located in the State of Washington (each a "Washington Agency") that wishes to receive the Services. This provision does not require a Washington Agency to purchase from Firm; however, it allows Washington Agencies, at their sole discretion, to make use of City's competitive process and purchase directly from Firm. All purchases made by other Washington Agencies shall be understood to be transactions between that Washington Agency and Firm. City shall not be responsible for any such purchase and shall not be a party to such agreement. For the sake of clarity, this provision does not modify or supersede any pre-existing agreement between a Washington Agency and Firm.

10 GENERAL TERMS

10.1 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email

(with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may be specific in writing. Any notice permitted or required under this Agreement that is sent to Firm shall also be sent via email to legal-notices@parkmobile.io.

10.2 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Washington, United States of America (including its statutes of limitations).

10.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

10.4 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.5 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.6 Export Control. City will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, City: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

10.7 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.8 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other

electronic copies, which taken together will constitute one instrument.

10.9 Electronic Signatures. The parties agree and intend that they may each sign this Agreement digitally or electronically and that such signatures shall have the same force and effect as original or handwritten signatures for all purposes allowed by law.

11 DEFINITIONS

"Access Credentials" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means City's employee, consultant, contractor, and agent who is authorized by City to access and use the Platform under the rights granted to City pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"City Data" means any data specific to City's operation that is provided by City to Firm to be used in the provision of Services that is not available to Firm publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that Firm provides or makes available to City in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"Fees" means any and all fees charged by Firm in connection with the Firm Services.

"Firm Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with Firm and that are made available to the general public and that facilitates the payment of parking transactions.

"Firm User" means an end user that uses the Firm Application.

"Firm User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a Firm User, directly or indirectly, through the Firm Application.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"IVR System" means Firm's interactive voice response system.

"Net Parking Revenue" means the Total Price generated by Users using a Traditional Payment Method, less User Fees charged by Firm, Transaction Processing Fee, and any applicable bank transfer and other third-party fees.

"Parking Fee" means, for each Transaction, the amount set by City for a given Transaction. Parking Fees do not include the User Fee.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of City's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where Firm Users may park.

"ParkMobile360" means an Application for aggregate policy management, operating, reporting and analytics of parking services.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions.

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or

interfaces developed, hosted, or managed by, on behalf of, or in partnership with Firm that are made available to City to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with City's Parking Locations.

"Resultant Data" means data and information related to City's, Authorized Users' and/or Firm Users' use of the Services that is used by Firm in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the Firm Application, the Platform, and all other services provided by Firm under this Agreement.

"Total Price" means the total amount to be charged to the User for each type of Transaction, including (as applicable) the Parking Fee, any User Fee, Service Fee or other fees which may be charged in accordance with this Agreement, including an Order Form.

"Transaction" means a User's purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

"Transaction Processing Fee" means merchant processing, gateway and related fees per authorized Transaction or such other amount as expressly set forth in Exhibit F.

SCHEDULE 2

ON-DEMAND PARKING SERVICES

Firm offers a service to Firm Users that facilitates the activation of and payment for on-demand parking using the Firm Application ("On-Demand Parking").

Firm Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling Firm's IVR System, or (3) using the Firm Application. In order to register with Firm and begin a parking session, a consumer simply provide Firm with the information required by Firm to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the Firm User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the City parking areas are indicated on parking signs or on parking meters. Enforcers of the City check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

Firm does not provide or pay for City's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, Firm Users will receive parking alert services from Firm via SMS, Firm Application push notification or email. The Firm User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

Firm Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the Firm User's payment method, and Firm Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

SCHEDULE 3
PM360 AS A PLATFORM SERVICES

The following terms will apply to the City's use of PM360 as a Platform:

The parties recognize that the provision of the PM360 as a Platform Services is dependent upon cooperation of City's Third-Party Service Providers, which is outside of Firm's control. City agrees that it will assist Firm in obtaining all information reasonably necessary from each Third-Party Service Provider to enable and maintain its integration with the PM360 as a Platform Services. This includes, but is not limited to, ensuring the Third-Party Service Provider satisfactorily and timely completes all steps necessary to enable and maintain the integration, as reasonably determined by Firm.

City agrees to require each of its current Third-Party Service Providers to successfully integrate with the PM360 as a Platform Services within thirty (30) days, including the Third-Party Service Provider's execution of Firm's standard integration agreement which will incorporate the fee schedule set forth above. If City contracts with any new Third-Party Service Provider during the Term, City agrees to require each Third-Party Service Provider to successfully integrate with the PM360 as a Platform Services (including the execution of Firm's standard integration agreement which will incorporate the fee schedule set forth above) before it makes its services available to the public.

For each Third-Party Service Provider, Firm agrees that it will use commercially reasonable efforts to enable an integration with the Third-Party System and the PM360 as a Platform Services. In its sole discretion, Firm may satisfy the foregoing by either: (i) providing Third-Party Service Provider with access to the applicable application programming interface(s) ("Firm API"), along with necessary documentation; or (ii) developing an application integration with Third-Party System ("Custom Integration").

For purposes of this Schedule, "Third-Party Service Provider" means any person or entity, other than Firm and its employees, that provides City with parking-related services and that City wishes to integrate with the PM360 as a Platform Service; and "Third-Party System" means separate services or applications provided by a Third-Party Service Provider that can be used in connection with the PM360 as a Platform Service using Firm's API or a Custom Integration, including, but not limited to: access control devices, parking enforcement, parking meters, parking permits, pay stations, and/or mobile parking applications.

**SCHEDULE 4
CITY ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes Firm to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of City to notify Firm of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CITY INFORMATION

CITY NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Firm to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by City in the future (collectively, the "Account"). This form

authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Firm receives a written termination notice from City and has a reasonable opportunity to act on it.



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

REQUEST FOR PROPOSALS

<u>RFP NUMBER:</u> 5451-21 <u>RFP TITLE:</u> Mobile Parking Payment System(s) <u>RFP COORDINATOR:</u> Connie Wahl, Purchasing Department <u>PRE-PROPOSAL MEETING:</u> n/a <u>QUESTION DEADLINE:</u> Monday, August 2, 2021 <u>TIME:</u> 5:00 P.M.	<u>PROPOSAL DUE DATE:</u> MONDAY, AUGUST 30, 2021 <u>TIME:</u> 1:00 P.M. <u>Proposal Submittal:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com by the due date and time.
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1. GENERAL INFORMATION

1.1 PRE-PROPOSAL MEETING

There are no pre-proposal meetings. Proposers must submit questions via the City of Spokane's online procurement system portal <https://spokane.procureware.com>.

1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Community and Economic Development Department (hereinafter "City") is initiating this Request for Proposals (hereinafter "RFP") to solicit Proposals from Firms interested in providing a Mobile Parking Payment System(s).

1.2.1 PROJECT OVERVIEW

The City intends to implement the Mobile Parking Payment Systems (MPP System(s)) procured through this RFP in two phases.

Phase 1:

MPP System Integrator: A single Firm will be selected to provide a MPP System to the City's patrons for on-street parking.

MPP System Partners: Firms that meet the minimum qualifications will prequalify to provide MPP Systems in Phase 2.

Phase 2:

Selected MPP System Integrator: is required to provide a single back office system capable of managing rules, rates, integrating reports and restrictions for all MPP System Systems. Integration requirements will be provided following Phase 1, before contracting with the MPP System Partners.

MPP System Partners: Firms that prequalified in Phase 1 will be contacted to confirm interest in still being an MPP System Partner. The City intends to begin contracting with MPP System Partners within 18 months of the completed implementation of Phase 1. The MPP System Partners will integrate with the MPP System Integrator awarded the contract in Phase 1.

The City reserves the right to forgo Phase 2 and only implement the single-vendor solution procured during Phase 1 and under contract.

1.2.2 BACKGROUND

The City is in the process of replacing its on-street paid parking system as well as permitting, meter bagging, citation issuance and enforcement platforms. The City has split this effort into multiple parts. They are:

- Replacing the current Paid Parking Equipment
 - Awarded to MacKay Meters, Inc. (MacKay) for single and dual space meters
 - Awarded to Parkeon, Inc. dba Flowbird (Flowbird) for multi-space pay stations
- Replacing the current Parking Management System (including citation issuance and processing, digital permitting, and LPR)
 - Awarded to EDC Corporation (AIMS)

- Mobile Parking Payment System
 - This RFP

The City currently has 708 Duncan Liberty Single Space Smart Meters, 2,393 POM APM Single Housing Electronic Meters, and 9 Parkeon Strada Rapide multi-space meters (managing 70 parking spaces). The City has awarded contracts to MacKay to replace up to 854 spaces with single and dual space meters and Flowbird to replace up to 3,520 spaces with multi-space pay stations. The City is considering the installation approach, and finalizing funding, and may elect to install the paid parking equipment in phases. The first installation has not yet been scheduled but is anticipated to begin in late fall/early winter 2021. Additionally, the City is considering an expansion of the current paid parking zone to include the installation of Flowbird pay stations to manage up to an additional ~1,500 spaces, for a total of up to 5,000 paid parking spaces.

In March of 2021, the City awarded AIMS to provide citation management, permit management, and LPR. On June 28, 2021, the City went live with AIMS for citation issuance and processing. The approximate go-live date for LPR is fall 2021 and winter 2021 for digital permitting.

The City's current mobile parking payment system is provided by Passport. The contract with Passport expires January 31, 2022. There is a \$0.10 per transaction fee which is paid by the City and is not currently passed to the customer. The City is considering both the option to continue paying the transaction fee or passing it through to the customer. The City is the merchant of record, via US Bank and Elavon. The City currently has 438 number of pay-by-plate mobile payment zones which support 3 different rate structures. With the installation of MacKay single and dual space meters, the City may elect to convert the mobile payment configuration to pay by space in these areas and push the mobile payment session to the individual meters; or require each individual meter have a unique zone number and retain the pay by plate configuration, pushing the mobile payment session to the individual meter.

Table 1. City of Spokane Current Paid Parking Rate Schedule

Maximum Time Limit	Rate per Hour	Hours of Operation
2 hours	\$1.20	Monday – Saturday 8 AM – 7 PM
4 hours	\$0.80	
All day	\$0.40	

Table 2. City of Spokane Mobile Payment Revenue and Usage

Calendar Year	Total Net Revenue	Net Mobile Payment Revenue	Number of Mobile Payment Transactions	Mobile Payment Adoption
2018	\$3,338,895.92	\$643,663.74	344,320	19%
2019	\$3,397,326.97	\$948,541.56	508,006	28%
2020 ¹	\$1,877,801.98	\$624,682.07	338,224	33%
2021 ²	\$1,179,003.19	\$349,635.13	194,758	30%

¹ Paid parking impacted by COVID-19.

² Numbers are through May 2021

1.3 COMMUNICATION

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

1.4 MINIMUM QUALIFICATIONS

The Firm(s) must be licensed at the time of contract award to do business in the State of Washington. The Firm(s) must have three (3) years of experience in mobile parking payment systems.

1.5 CONTRACT PERIOD

Any contract resulting from this RFP will be three (3) years. Any initial contract is renewable upon mutual agreement.

1.6 ADDENDA

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

1.7 TERMS AND CONDITIONS

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

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

RFP Release Date	July 20, 2021
Deadline for Questions or Requests for Clarifications	August 2, 2021 – 5:00 P.M.
Proposals due	August 30, 2021 – 1:00 P.M.
Evaluation of Proposals	August 30 - September 20, 2021
Oral Presentations/Demonstrations by Firm (if applicable)	Week of October 4, 2021
Evaluation, Negotiation and Contract Award	Pending Contract Negotiation
Begin contract work	Pending Council Approval

Note: The City reserves the right to revise the above schedule.

The City intends to have the new system in place for Phase 1 by January 1, 2022.

1.9 DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

Hosted - software that is installed, hosted, and accessed entirely from a remote server or location.

Mobile Parking Payment System or MPP System – The systems provided by the MPP System Integrator and MPP System Partners that allows for customers to make payment for a parking session through multiple options, including voice, website (mobile responsive design), mobile SMS texting, QR code, and smartphone application compatible with iOS and Android operating systems.

MPP System Integrator – Firm that will provide a MPP System for the City in Phase 1 and will integrate other MPP Systems (MPP System Partner(s)) in Phase 2 providing a unified back office system capable of managing rules, rates, and restrictions, and providing for unified reporting for all mobile parking payment Firms.

MPP System Partner – Firm(s) that have met all prequalification requirements and will provide a MPP System in Phase 2 that integrates with the MPP System Integrator awarded the contract in Phase 1.

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

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

On-Premises – Application runs on a City server in City’s data Center.

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

SaaS – Software as a Service.

2. SCOPE OF SERVICES

The Scope of Services is broken up into two parts:

1. Section 2.1 SCOPE OF SERVICES (ALL PROPOSERS)
2. Section 2.2 SCOPE OF SERVICES (MPP SYSTEM INTEGRATORS)

All Proposers must submit a Proposal (see Section 3, Proposal Contents) describing how they will address the Scope of Services for Section 2.1 SCOPE OF SERVICES (ALL PROPOSERS), and may choose to also submit for Section 2.2 SCOPE OF SERVICES (MPP SYSTEM INTEGRATORS).

2.1 SCOPE OF SERVICES (ALL PROPOSERS)

2.1.1 REVENUE

The Firm’s MPP System shall be certified to the most recent version of the Payment Card Industry Data Security Standard (PCI DSS). All transactions shall be processed real-time through the Firm’s payment gateway to the City’s merchant processor, Elavon. Revenues shall be deposited directly to the City’s bank account and the City must be the merchant-of-record on all transactions.

The Proposer shall describe in detail the step-by-step process of the Vendor’s credit card acceptance procedure from the time a patron inputs their card to the time the money is deposited in the City’s bank account.

Proposer shall describe any per transaction charges.

2.1.2 CUSTOMER SUPPORT

The Firm is to provide comprehensive customer support to assist customers with registration and initial use of the MPP System, addressing and correcting errors with customer parking transactions (incorrect plate number, location, time, etc.), and transaction or payment disputes. Firm shall have the ability to provide customer service support to address complaints and refund requests. Customer service support shall be provided in both English and Spanish. The City expects that user experience is easy to understand,

inclusive and accessible. The customer should be able to perform parking functions within the MPP System with ease regardless of the user's experience, knowledge, and technical ability.

The following customer service and support functions are expected to be available from the MPP System:

- The Firm shall provide toll-free live customer support, 7 days a week, excluding City parking meter holidays, between the hours of 6:00 AM, to 10:00 PM, PST to assist customers with registration, correction of customer transactions and transaction disputes.
- The Firm shall provide support in both English and Spanish.
- The Firm shall log all customer interactions and provide the City with immediate access to reports and detailed logs associated with customer correspondences and exchanges.

2.1.3 CITY SUPPORT

A single point of contact for the City is required during normal business hours; M-F 8:00 AM – 5:00 PM, PST. The Firm will coordinate, in advance, scheduled time off and identify an alternate point of contact during these designated times. Timely, same day responses are required.

Proposer shall describe the escalation matrix based on time of day and the support and response commitment throughout the term of this agreement.

2.1.4 TRAINING

Firm shall cover all travel costs, if applicable.

The Firm shall supply and keep current hard and digital copies of all operating, training, repair, and user's manuals, which includes detailed instructions for system usage. All manuals are to be kept up to date throughout the duration of the contract.

Firm shall provide technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements, with each software release, but at a minimum quarterly frequency.

The Proposer shall include a proposed training outline that includes a detailed description of implementation and equipment training for the various City functions (e.g., configuration, management, reporting) and the number of personnel allowed to participate.

Proposer shall describe how upgrades to the MPP System will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.

2.1.5 MARKETING

Effective adoption is key to the success of the rollout of the MPP System and as such a comprehensive marketing strategy is required to precede and accompany implementation. The Firm will provide, at their cost, marketing services to drive increased awareness and adoption of MPP Systems. The Firm shall be responsible for developing a comprehensive Marketing Plan including advertising, signage, and community engagement. All marketing assets will be subject to City approval, and may include coordination with the MPP System Integrator, other MPP System Partners, local businesses, Downtown Spokane Partnership, Visit Spokane, and other business and tourism outlets.

Proposers shall include a proposed Marketing Plan.

Proposers shall describe any advantageous marketing features that are available to the City.

Proposers shall describe their ability to cross-market with the MPP System Integrator and other MPP System Partners.

The Firm must provide the ability to cross-market to mobile app users. The Proposer shall describe the ability to cross-market and sell advertising space to local businesses and attract visitors to Downtown Spokane.

The Firm shall not market other services to customers of the MPP system unless the Firm already had a relationship with those customers.

2.1.6 IMPLEMENTATION PLAN

Proposers shall provide an Implementation Work Plan detailing the actions necessary for implementation of the proposed MPP System. The Plan should ensure that the MPP System is able to function quickly and be implemented in accordance with the project timeline.

Proposers shall provide a proposed Implementation Plan that includes the following:

- A detailed System and Hardware Testing Plan that includes all phases of testing. The developed system must undergo rigorous unit, system, integration, interface, and user acceptance testing. All hardware and software components separately and together shall be tested, as required. All data integrations shall also be tested to ensure that the system interacts with other systems as expected. The Firm shall provide detailed test cases, as well as testing status updates and resolutions for issues identified.
- A Training and Support Plan for during the implementation phase through the end of contract.
- Proposer must describe how the proposed Liquidated Damages (LDs) will be tracked, measured, and reported to the City.

2.1.7 CONFIGURATION CAPABILITIES

The following are required centralized configuration capabilities that shall be available to the City:

- The MPP System shall support different rate structures that are configurable by time of day, length of stay and day of the week. These may include dynamic and progressive rate structures for peak occupancy periods.
 - The City shall have the ability to program rates independent of Firm support with no additional costs associated with these changes.
- The MPP System shall support the configuration of City parking rules such as City holidays, application push notification, and alert rules.
- The MPP System shall support prepayment timeframes.
- The MPP System shall support automatic changes due to Daylight Savings Time and support any State/Federal changes to Daylight Savings Time.
- The MPP System should be able to provide a validation program, that could include special events and merchant participation throughout the City or in specific zones, should the City choose to enable this service.

- The MPP System shall allow rates and schedules to be programmed and reprogrammed in a flexible manner, in real time and without any System downtime.
- The MPP System shall allow rates and schedules to be programmed prior to the effective date and time, to go into effect automatically at that date and time.
- The MPP System shall conform to a zone and/or space numbering sequence as defined by the City. As multiple MPP Systems will be utilized, the City requires that the same numbering sequence be used by each MPP System provider.
- The Firm shall provide integration with existing and future paid parking management and enforcement systems at no additional cost.

2.1.8 CUSTOMER CAPABILITIES

The following are required customer capabilities of the MPP System:

- The customer shall be able to create/edit/update an account or register to use the in MPP System. Registration items may include name, license plate, preferred payment method, and mobile phone number and/or email.
- An account registration shall have the ability to support more than one license plate for the same user.
- Allows payment through multiple options, including voice, website (mobile responsive design), mobile SMS texting, QR code, and smartphone application compatible with iOS and Android operating systems.
- Suggest a zone number to customers by using GPS within the customer's device (unless it would cause confusion because multiple zones may be within the GPS' margin of error), but allow for override in case customer is making a payment from another location.
- Allows customers to pay for a specific period of parking time with a single call or action.
- Provides a customer option to be informed via text, email, or application notification prior to the expiration of their parking session.
- Allows purchase of additional parking time (not past the maximum time allowed for that specific parking space or zone).
- Capable of providing a "lockout" period, restricting the customer from beginning another parking session in the same space or zone until after a specified period of time has passed.
- Does not allow purchase when desired time includes restricted parking periods (i.e., space/zone closures, and temporary no parking zones).
- Allows customers to contact the Firm with complaints and for refund requests.
- System must have a mobile responsive website that works on most older devices and that can be accessed by computer.
- Any convenience fee must be clearly communicated to the customer, and the Firm must demonstrate methods used to minimize any convenience and processing fees to the extent possible (digital wallets, etc.).

2.1.9 INTEGRATIONS

Proposers shall describe how they will integrate with the MPP System Integrator, in real-time, to send parking session and payment data to the MPP System Integrator. Describe in detail what data will be sent to the MPP System Integrator, at what interval, and your approach to a successful integration partnership.

MPP System Partners shall also be required to have a two-way integration with the MPP System Integrator. The MPP System Integrator will be required to push rates by zone and space, configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.) and MPP System Partners will be required to receive these configurations. Proposers shall describe how they intend to support this integration with the MPP System Integrator.

2.1.10 END OF CONTRACT TRANSITION

All data generated from the system shall be the property of the City. At the end of the contract term, or at any other time during the duration of the contract, as requested by the City, the Firm shall make available to the City within seventy-two (72) hours of request, in Microsoft Excel, CSV or XML files, all City owned data.

The Firm shall preserve City access to web-based software interface for searching, filtering, and viewing all City owned data for 180 days after the termination of the contract.

At contract termination, all data shall be returned to the City and destroyed by the Firm after the City has confirmed successful receipt of the data. This includes clearing the data from any backup or disaster recovery system set in place by the vendor. This data cannot be sold or used after the contract expires.

At the completion of the term of the contract, inclusive of renewal period if applicable, if exercised by the City, the Firm shall:

- Within thirty (30) days prior to contract expiration or termination, inform all system users in writing of the final date that it will process transactions in the City.
- Within thirty (30) days prior to contract expiration or termination, provide the City with all City owned data.
- Disconnect API feeds to City systems as indicated by the City.
- As directed by the City, remove any Firm specific markings, labels, signs, ads, and handouts that may have been installed or provided pursuant to the contract and/or reimburse the City for use of its labor force to complete any removal work.

In the event the Firm is not selected to provide the system required by the contract after the expiration of the contract, the Firm shall provide continued access for at least twelve (12) months after the end of the term of the contract to the system’s adjudication, financial, revenue reconciliation, management and any other back office reporting functions required by the City.

2.2 SCOPE OF SERVICES (MPP SYSTEM INTEGRATOR)

2.2.1 UNIFIED BACK OFFICE SYSTEM

The Firm shall provide a single, unified back office system that integrates all mobile payment data from MPP System Partners. The following are required back office capabilities of the MPP System Integrator’s back office:

- A centralized management and reporting interface that includes payment and transactional data from all MPP System Partners.
- Centralized City configuration capabilities.

- Ability to adjust rates by zone and space and configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.) and push configurations to all MPP System Partners.
- Consolidated reporting with the ability to filter by individual mobile parking payment vendor or all MPP Systems. The Firm will provide a robust consolidated reporting tool. At the minimum, the following data shall be available on a daily, weekly, and monthly basis:
 - Revenue, including heat zones, for each MPP System by:
 - Location
 - Zone
 - Meter or Pay Station #
 - Parking duration for each parking transaction by MPP System by:
 - Location
 - Zone
 - Meter or Pay Station #
 - Number of unique users and any demographic information available of each MPP System by:
 - Location
 - Zone
 - Meter or Pay Station #

Proposers shall describe how their integration approach with the MPP System Partners to receive, in real-time, parking session and payment data. Describe in detail how the data will be received, at what interval, and your approach to a successful integration partnership.

Proposers shall describe how they will identify integration issues receiving data from MPP System Partners and the approach for resolution.

Proposers shall describe their integration approach to sending configurations including: rates by zone and space, configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.) to all MPP System Partners.

2.2.2 AUDIT CAPABILITIES

The MPP System Integrator shall always reflect current pricing the City has approved. Currently, the City may adjust rates up to twice per year based upon block face demand (occupancy), and may implement additional rate structures or dynamic/escalating pricing in the future. The pricing within the MPP System Integrator is the pricing used to charge the customer for parking and becomes revenue to the City. The City desires that the System will provide a robust automated auditing capability that highlights any discrepancies between approved pricing and pricing charged to the customer. In addition, the City expects the chosen Firm of this solicitation to resolve any pricing discrepancies such that the City receives all entitled revenue.

2.2.3 INTEGRATION REQUIREMENTS

To support the deployment of multiple MPP Systems through a centralized consolidated service, the following features are requested. Please describe and confirm your ability to provide the following:

- One interface between the MPP System Integrator and the City sub-systems including but not limited to handhelds, LPR, citation and permit management systems, using industry standard

secure communication methods and protocols. This means that all payments made through all MPP Systems shall be sent by the MPP Integrator to the City's sub-systems through a single integration.

- The Proposer shall provide a detailed narrative and chart depicting the flow of data, to describe how MPP Systems connect into your software and how your software integrates (as applicable) with the following parking technology:
 - Flowbird CWT Touch pay-by-plate pay stations
 - MacKay mkBeacon single space smart meters
 - MacKay mkBeacon dual space smart meters
 - POM APM single housing electronic meters
 - AIMS citation management
 - AIMS (Genetec hardware) LPR
 - It is preferred that the MPP System Integrator PUSH parking session data to AIMS citation management and LPR using AIMS' open API. This configuration greatly reduces the lag of parking sessions. The Proposer shall describe how they can, or intend to, support this integration.
- Integration with wayfinding, mapping and/or vehicle guidance systems to promote parking availability and associated payment upon parking.
- The Firm may be required to provide data and integration with the City's Esri ArcGIS. The MPP System needs to be able to pass all relevant information (latitude/longitude, polygons, zone or space number, etc.) to the GIS server via REST API.

2.2.4 STANDARDIZED ZONING

The MPP System shall conform to a zone and/or space numbering sequence as defined by the City. As multiple MPP Systems will be utilized, the City requires that the same numbering sequence be used by each MPP System provider.

Proposer shall describe their approach to work with MPP System Partners to provide the same numbering sequence used by each MPP System provider.

2.2.5 INTEGRATED SIGNAGE

The Firm will develop integrated signage highlighting zone #'s, mobile payment applications, QR codes, 1-800 #'s and all other pertinent information. The Firm will also be responsible for the cost of all signage. Signage specifications will be subject to the City's approval and must conform to appropriate design standards and signage guidelines. The Firm will be required to provide, at their cost, sufficient signage and decals as determined by the City. At a minimum, this will include decals for each single/dual space meter and pay station and upright signage.

Proposer shall describe the signage and decal options and customization that is available to the City, including the recommended number of signs for the City's on-street infrastructure.

Proposer shall describe their approach for providing flexible decals and signage capable of supporting a single vendor MPP System at launch and a multi-vendor MPP Systems in the future. If electing to provide updated or different signage and decals when the multi-vendor MPP Systems is launched, the MPP System Integrator will be required to provide these at their cost.

3. PROPOSAL CONTENTS

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as follows. The City expects each Proposal to be divided into seven (7) clearly marked and identified sections. The Proposer's Proposal must follow the format prescribed below and address all requirements identified in this RFP, inclusive of the Scope of Services in Section 2. The objective of the prescribed format is to facilitate the review of all Proposals. Failure to complete and furnish all information requested in the specified form and format may result in lower scoring of the Proposal. The following table describes each section. Label each section as described in the table. The paragraphs following the table explain the detail requested for each section and are referenced accordingly in the table. Proposal numbers should correspond to question numbers in the detailed requests for information. The City realizes that the Proposer's Proposal may contain the same information in different sections. When information is requested multiple times, copy the information into each pertinent section so that the Evaluation Committee can evaluate each section individually. Responses that reference standard documentation are not sufficient and will result in lower scoring of the Proposal.

Proposal Section	Description	RFP Reference
PROPOSAL SECTION #1	a. Table of Contents b. Letter of Submittal	3.2
PROPOSAL SECTION #2	Technical Proposal	3.3
PROPOSAL SECTION #3	Management Proposal	3.4
PROPOSAL SECTION #4	Technical Requirements Table	3.5 5
PROPOSAL SECTION #5	Technical Compliance Matrix	3.6 Appendix A
PROPOSAL SECTION #6	Cost Proposal	3.7 Appendix B
PROPOSAL SECTION #7	Agreement	3.8 Appendix C

Proposals may not exceed fifty (50) electronic letter-sized (8 1/2" x 11") pages, not including:

- RFP Section 3.6. (Technical Compliance Matrix) / Proposal Section 5
- RFP Section 3.7 (Cost Proposal) / Proposal Section 6
- Section 3.5 (Requirements Table) / Proposal Section 4
- RFP Section 3.8 (Agreement) / Proposal Section 7

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Proposal type submission:

1. MPP System Integrator

2. MPP System Partner

3. MPP System Integrator & MPP System Partner

B. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written;

C. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate;

D. Identification of any current or former employees and officers from the City employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

3.3 TECHNICAL PROPOSAL

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

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

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

C. Provide a written response to the following (**MPP System Integrator AND MPP System Partner** Proposals):

- C1. Describe in detail the step-by-step process of the Vendor's credit card acceptance procedure from the time a patron inputs their card to the time the money is deposited in the City's bank account.
- C2. Describe any per transaction charges.
- C3. Describe the escalation matrix based on time of day and the support and response commitment throughout the term of this agreement.
- C4. Provide a proposed training outline that includes a detailed description of implementation and equipment training for the various City functions (e.g., configuration, management, reporting) and the number of personnel allowed to participate.

- C5. Describe how upgrades to the MPP System will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.
- C6. Provide a proposed Marketing Plan.
- C7. Describe any advantageous marketing features that are available to the City.
- C8. Describe ability to cross-market with the MPP System Integrator and other MPP System Partners.
- C9. Describe ability to cross-market and sell advertising space to local businesses and attract visitors to Downtown Spokane.
- C10. Provide an Implementation Work Plan detailing the actions necessary for implementation of the proposed MPP System. The Plan should ensure that the MPP System is able to function quickly and be implemented in accordance with the project timeline.
- C11. Provide a proposed Implementation Plan that includes the following:
 - C11.1. A detailed System and Hardware Testing Plan that includes all phases of testing. The developed system must undergo rigorous unit, system, integration, interface, and user acceptance testing. All hardware and software components separately and together shall be tested, as required. All data integrations shall also be tested to ensure that the system interacts with other systems as expected. The Firm shall provide detailed test cases, as well as testing status updates and resolutions for issues identified.
 - C11.2. A Training and Support Plan for during the implementation phase through the end of contract.
 - C11.3. Proposer must describe how the proposed Liquidated Damages (LDs) will be tracked, measured, and reported to the City.
- C12. Describe your plans for implementing the data interchange protocols established by the Alliance for Parking Data Standards (<https://www.allianceforparkingdatastandards.org/>).
- C13. Describe how you will integrate with the MPP System Integrator, in real-time, to send parking session and payment data to the MPP System Integrator. Describe in detail what data will be sent to the MPP System Integrator, at what interval, and your approach to a successful integration partnership.
- C14. MPP System Partners shall also be required to have a two-way integration with the MPP System Integrator. The MPP System Integrator will be required to push rates by zone and space, configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.) and push these configurations to all MPP System Partners. Proposers shall describe how they intend to support this integration with the MPP System Integrator.

D. Provide a written response to the following (**MPP System Integrator** Proposals ONLY):

- D1. Describe how your integration approach with the MPP System Partners to receive, in real-time, parking session and payment data. Describe in detail how the data will be received, at what interval, and your approach to a successful integration partnership.
- D1.1. Describe how integration issues receiving data will be identified and resolved.
- D2. Describe their integration approach to sending configurations including: rates by zone and space, configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.) to all MPP System Partners.
- D3. To support the deployment of multiple MPP Systems through a centralized consolidated service, the following features are requested. Please describe and confirm your ability to provide the following:
- D3.1. One interface between the MPP System Integrator and the City sub-systems including but not limited to handhelds, LPR, citation and permit management systems, using industry standard secure communication methods and protocols. This means that all payments made through all MPP Systems shall be sent by the MPP Integrator to the City’s sub-systems through a single integration.
- D3.2. The Proposer shall provide a detailed narrative and chart depicting the flow of data, to describe how MPP Systems connect into your software and how your software integrates (as applicable) with the following parking technology:
- D3.2.1. Flowbird CWT Touch pay-by-plate pay stations
- D3.2.2. MacKay mkBeacon single space smart meters
- D3.2.3. MacKay mkBeacon dual space smart meters
- D3.2.4. CivicSmart Liberty single space smart meters
- D3.2.5. POM APM single housing electronic meters
- D3.2.6. AIMS citation management
- D3.2.7. AIMS (Genetec hardware) LPR
- D3.2.7.1. It is preferred that the MPP System Integrator PUSH parking session data to AIMS citation management and LPR using AIMS’ open API. This configuration greatly reduces the lag of parking sessions. The Proposer shall describe how they can, or intend to, support this integration.
- D3.3. Integration with wayfinding, mapping and/or vehicle guidance systems to promote parking availability and associated payment upon parking.
- D3.4. The Firm may be required to provide data and integration with the City’s Esri ArcGIS. The MPP System needs to be able to pass all relevant information

(latitude/longitude, polygons, zone, or space number, etc.) to the GIS server via REST API.

- D4. Describe approach to work with MPP System Partners to provide the same numbering sequence used by each MPP System provider.
- D5. Describe the signage and decal options and customization that is available to the City, including the recommended number of signs for the City's on-street infrastructure.
- D6. Describe approach for providing flexible decals and signage capable of supporting a single vendor MPP System at launch and a multi-vendor MPP Systems in the future. If electing to provide updated or different signage and decals when the multi-vendor MPP Systems is launched, the MPP System Integrator will be required to provide these at their cost.

3.4 MANAGEMENT PROPOSAL

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

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include Spokane City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

3.5 TECHNICAL REQUIREMENTS TABLE

Refer to Section 5 Requirements. Firms shall complete the Technical Requirements Table. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table. An omitted response or a deviation from the alpha responses provided will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If the Firm Response differs based on the proposed system, please explain in the comments column.

3.6 TECHNICAL COMPLIANCE MATRIX (TCM)

Refer to the attached workbook (Appendix A). Firms shall complete the tab for each proposed system. For each listed item, Firms shall indicate whether each item is: currently available and meets the requirement;

available with configuration; or, not able to meet the requirement. For submittal, save the completed Microsoft Excel Workbook with the following title, “RFP 5451-21_Proposal Section 5 _TCM_Firm Name”.

3.7 COST PROPOSAL

Refer to the attached workbook (Appendix B). The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. For submittal, save the completed Microsoft Excel Workbook with the following title, “RFP 5451-21_Proposal Section 6 Cost Proposal_Firm Name”.

All Proposers are required to complete tab “All Proposers” in the workbook. Proposers electing to submit a response for the MPP System Integrator must also complete the tab “MPP System Integrator Only” in the workbook.

Please note that:

1. All costs for every component referred to in the Proposal, including options, must be included in the Vendor Pricing Workbook.
2. Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms will be considered non-responsive.
3. Firms have the option to provide a value added service package that will include a detailed description of any additional services or support beyond the basic required services proposed that will be included with the proposed services.

The Firm shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services). Should the Firm have failed to either include in the price, or to deliver to the City, any component necessary to perform the functionality or provide services as proposed in the RFP, the Firm shall be required to provide the same at the Firm’s own expense.

3.8 AGREEMENT

The successful Firm will be required to sign an Agreement for this engagement with the City of Spokane. The City’s Agreement as presented in Appendix C will act as the Agreement for this System. Unless exceptions to the City’s Agreement language are noted here, the Proposer is presumed to have accepted the Agreement in Appendix C. Any proposed modifications to the language of the City’s Agreement must be contained in a legal blackline version of the Agreement and submitted with the Proposal. Modification(s), if any, are offered for discussion purposes only and the City of Spokane reserves the right to accept, reject, or further negotiate any and all proposed modification(s) to the Agreement. For submittal, save the reviewed document with proposed modifications as described above as a separate Microsoft Word document with the following title, “RFP 5451-21_Proposal Section 7 Agreement Exceptions_Firm Name”.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane’s online procurement system portal: <https://spokane.procureware.com> before the due date and time. Hard paper, e-mailed, or faxed copies will not be accepted. Late Proposals shall not be accepted. Proposers must

register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

- Click on “Bids” located on the left hand column.
- Find the applicable project and click the “Project Number”.
- Click on the “Response” tab.
- In the “Questions” tab, **answer questions and** upload required documents into the bid portal by clicking on “Browse” for each item. Note that only one document can be uploaded per question line item so combine documents if necessary.
- Skip the “Pricing” tab since prices will be included in Proposal response.
- Once the Questions have been entered, the yellow “Question Response” information message will change from incomplete to complete. Then the “Submit” button will become available.
- Click the “Submit Bid” button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the “I Accept and Submit this Bid” button.
- If you want to remove your Proposal, click the red “Withdraw Bid” button in the “Response” tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

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

4.3 EVALUATION SCORING

MPP System Integrator and MPP System Partner Proposals will be reviewed and scored separately.

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 50%		
Project Approach/Methodology/Understanding	40 Points (Maximum)	100 points
Work Plan/Schedule/Deliverables	60 Points (Maximum)	
MANAGEMENT PROPOSAL - 20%		
Firm and Staff Experience/Capabilities/Qualifications	40 Points (Maximum)	40 points
COST PROPOSAL – 30%	60 Points (Maximum)	60 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

MPP System Partners that are awarded a score greater than 140 points will prequalify for Phase 2.

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

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

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

contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

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

4.5 PROPOSAL TO BECOME PART OF AGREEMENT

The submitted Proposal, along with this Request for Proposals, will become part of the Agreement that is negotiated between the City and the Firm.

5. REQUIREMENTS

The Requirements Table is categorized by various required and desired features. This table will be used to determine the compatibility of the Firm's software to the requirements of the City of Spokane's Loan Servicing System. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table below. An omitted response or a deviation from the alpha responses provided below will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately).

Response	Definition
Yes	This requirement currently exists and can be demonstrated.
Pending	This requirement is scheduled for future release and will be incorporated at no additional cost prior to or post system implementation. Please provide the estimated release date.
Extra	This requirement is not currently available, but can be provided as a modification at an additional cost. Proposer is to provide an explanation in the "comments" column that includes the total cost of the modification.
No	This requirement is not supported and/or is not provided as part of this Proposal

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
General Firm Credentials			
1	Firm has significant Public Sector market presence - provide number of customer implementations.		
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?		
Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.		
Project Implementation and Training Plan			

1	The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		
2	Include a description of your overall approach to each of the following task areas (if applicable):		
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.		
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.		
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.		
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.		
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.		
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.		
General System Specifications			

1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.		
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.		
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.		
4	Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.		
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.		
Database Management			
1	List any limits to data storage provided as part of your proposed solution.		
2	What database platforms does your product support?		
3	Estimated database size and memory requirements.		
4	Specific database configuration requirements, if any.		
5	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?		
6	Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.		
Servers and Operating System			
1	Specify if system will be physical, virtual or an appliance.		
2	Supported virtualization platforms		
3	Supported Operating Systems		

4	Number of virtual servers required		
5	Recommended drive space requirements		
6	Recommended RAM (GB)		
7	Recommended # of CPU		
8	Recommended # of NICs		
9	Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components?		
10	Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?		
Network Requirements			
1	Specify maximum allowed latency requirements		
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		
4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		
11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		
14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
Third Party Contracting			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		
Upgrades			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.		
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		

	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.		
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		
Access / Authentication			
1	Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations.		
2	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?		
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?		
4	Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?		
5	Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have?		
6	Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data types, or job classifications.		
7	Does application have an auto-logout function and, if so, is that configurable?		
Breaches			
1	Vendor should notify users of any system/data breach within applicable state and federal law.		
Communications and Operations Management			
1	Is there a formal operational change management / change control process?		
2	Are separate environments for development, staging, testing/QA, and production supported and maintained?		
3	Are system resources reviewed to ensure adequate capacity is maintained?		
4	Are suitable tests of systems and applications carried out during development and prior to acceptance?		
5	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?		
6	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		

7	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?		
8	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?		
9	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?		
10	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?		
11	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?		
12	Is City of Spokane data ever stored on non-company managed equipment?		
Data Security and Ownership			
1	Is there an information security policy?		
2	Have information security policies been reviewed in the last 12 months?		
3	Is there an individual or group responsible for security within the organization?		
4	What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently?		
5	City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement?		
6	What rights does the vendor gain with respect to use of customer data?		
7	What methods are available to export customer data should the contract terminate?		
8	Is data encrypted at rest? In transit? If so, to what standard?		
9	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?		
10	What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting?		
Disaster Recovery			
1	What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites?		
2	What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested?		
3	How far back can a record/application/virtual machine be recovered?		
4	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?		
5	Are alternate facilities (e.g. data centers, office locations, etc.) used?		

6	Please provide SLAs as it relates to the service offered.		
Physical and Environment Security			
1	Is there a documented physical security policy?		
2	Do systems and applications hosting City of Spokane data reside in a data center?		
3	Is the data center shared with other tenants?		
4	What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)?		
Public Records			
1	What is the procedure to retrieve bulk data in response to a PRR?		
Standards			
1	Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))		
2	What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified?		
Vendor Risk Assessment			
1	Does vendor require software developers to attend and complete regular security training?		
2	Does vendor use a secure code repository?		
3	Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year.		
4	Does the application have a documented software development lifecycle that complies with NIST SP 800-64		
5	Does the vendor have a documented security testing plan?		
6	How does the vendor develop and manage custom code for its customers?		
7	How often does the vendor perform periodic vulnerability scans of development environments?		
8	What priority is given to client identified security vulnerabilities?		
9	What is the mean time to patch or remediation of identified security vulnerabilities?		
10	Has the vendor engaged in SSAE 16 efforts?		
11	Has the vendor had any breaches, compliance findings, or other security incidents in the last three years?		
12	Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)?		
13	Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review?		

7. RFP ATTACHMENTS

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

ATTACHMENT 1 (SEPARATE ATTACHMENT): RFP 5451-21 TERMS AND CONDITIONS

APPENDIX A (SEPARATE ATTACHMENT): RFP 5451-21 APPENDIX A – TECHNICAL COMPLIANCE MATRIX – MOBILE PARKING PAYMENT SYSTEM(S)

APPENDIX B (SEPARATE ATTACHMENT): RFP 5451-21 APPENDIX B – PRICING WORKBOOK – MOBILE PARKING PAYMENT SYSTEM(S)

APPENDIX C: AGREEMENT

Appendix C

City Clerk's No.



City of Spokane PERSONAL SERVICES AGREEMENT

Title: _____

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and _____, whose address is _____ as ("Firm/Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to _____; and

WHEREAS, the Firm was selected through _____ issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on _____, and shall run through _____, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties for additional one year contract periods.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in _____, which is attached as Exhibit A and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Services Agreement controls.

The Work is subject to City review and approval. The Firm shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Firm's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall not exceed _____ **AND NO/100 DOLLARS (\$ _____)**, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Parking Services, 808 West Spokane Falls Blvd., 3rd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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 reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Firm shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Firm's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. CITY OF SPOKANE BUSINESS LICENSE.

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

7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

8. INDEMNIFICATION.

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

9. INSURANCE.

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this

certification; and,

D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

11. AUDIT.

The Firm and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Firm and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. KEY PERSONS.

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

13. ASSIGNMENT AND SUBCONTRACTING.

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

14. TERMINATION.

Either party may terminate this contract by sixty (60) days written notice to the other party.

C. 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.

D. 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 .

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

F. 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.

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.

15. STANDARD OF PERFORMANCE.

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

16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

All data generated from the system shall be the property of the City. At the end of the contract term, or at any other time during the duration of the contract, as requested by the City, the Firm shall make available to the City within seventy-two (72) hours of request, in Microsoft Excel, CSV or XML files, all City owned data.

Firms shall preserve City access to web-based software interface for searching, filtering, and viewing all City owned data for 180 days after the termination of the contract.

At contract termination, all data shall be returned to the City and destroyed by the vendor after the City has confirmed successful receipt of the data. This includes clearing the data from any backup or disaster recovery system set in place by the vendor. This data cannot be sold or used after the contract expires.

17. ANTI KICK-BACK.

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

18. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue

of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CITY OF SPOKANE

FIRM/COMPANY

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – RFP
- Exhibit C – Awarded Vendor Proposal

Exhibit D – Certificate Regarding Debarment
Exhibit E – Service Level Agreement(s)

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Exhibit E – Service Level Agreement

Service Level Agreement

This Service Level Agreement is intended to provide an understanding of the services provided by _____ (“FIRM”) and the companies they subcontract with to the CITY of Spokane (“CITY”).

Customer (End-User) Support

The FIRM is to provide comprehensive customer support to assist customers with registration and initial use of the MPP System, addressing and correcting errors with customer parking transactions (incorrect plate number, location, time, etc.), and transaction or payment disputes. FIRM shall have the ability to provide customer service support to address complaints and refund requests. Customer service support shall be provided in both English and Spanish. The CITY expects that user experience is easy to understand, inclusive and accessible. The customer should be able to perform parking functions within the MPP System with ease regardless of the user’s experience, knowledge, and technical ability.

The following customer service and support functions are expected to be available from the MPP System:

- The FIRM shall provide toll-free live customer support, 7 days a week, excluding CITY parking meter holidays, between the hours of 6:00 AM, to 10:00 PM, PST to assist customers with registration, correction of customer transactions and transaction disputes.
- The FIRM shall provide support in both English and Spanish.
- The FIRM shall log all customer interactions and provide the CITY with immediate access to reports and detailed logs associated with customer correspondences and exchanges.

CITY Support

A single point of contact for the CITY is required during normal business hours; M-F 8:00 AM – 5:00 PM, PST. _____ has been identified by the FIRM as the dedicated point of contact for the CITY. The FIRM will coordinate, in advance, scheduled time off and identify an alternate point of contact during these designated times. Timely, same day responses are required.

The FIRM’s escalation matrix based on time of day and the support and response commitment throughout the term of this Agreement is as follows:

[Will be added by Firm]

Training

[FIRM’s training outline including a detailed description of implementation and equipment training for the various CITY functions (e.g., configuration, management, reporting) and the number of personnel allowed to participate]

The FIRM shall supply and keep current hard and digital copies of all operating, training, repair, and user's manuals, which includes detailed instructions for system usage. All manuals are to be kept up to date throughout the duration of the contract.

FIRM shall provide technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and Firmware upgrades with an explanation of features and improvements, with each software release, but at a minimum quarterly frequency.

[FIRM's plan on how upgrades to the MPP System will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the CITY.]

Liquidated Damages

The following are the proposed liquidated damages ("LD") that have been incorporated into the SLA. While it is not the intention of the City to seek a punitive relationship, we are seeking an integrated solution that performs to the standards described throughout your proposal.

1. LD: *A failure of the System that results in either no payment transaction being accepted or application of the wrong rates.*

Threshold: During operating hours, a single failure that exceeds 20% of the total parking spaces or multiple failures in one day that together exceed 20%.

Penalty: No warning will be issued prior to assessment of liquidated damages for this failure. An average daily rate formula will be finalized with the selected Firm. For purposes of this solicitation, assume \$10.00 per day by the total number of affected parking spaces.

2. LD: *The Vendor fails to maintain Payment Card Industry (PCI) Data Security Standard Certification.*

Threshold: Any lapse in PCI certification status.

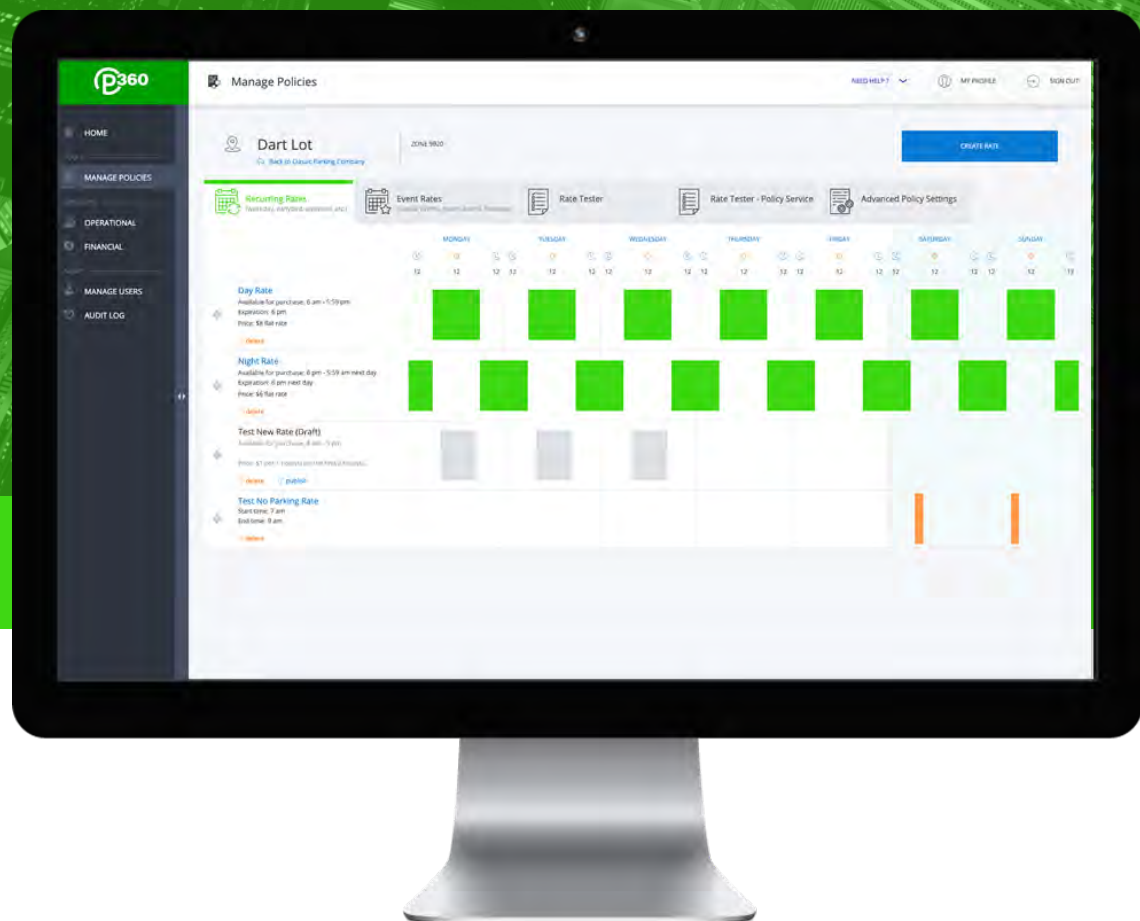
Penalty: No warning will be issued prior to assessment of liquidated damages for this Failure. The Vendor may be assessed liquidated damages of \$10,000 the first month of non-compliance and \$20,000 for each additional month until the Failure is cured. For all future such Failures, the Vendor will be assessed liquidated damages in the amount of \$25,000 per month until the Failure is cured.



CITY OF SPOKANE, WA

RFP 5451-21: MOBILE PARKING PAYMENT SYSTEM(S)

AUGUST 30, 2021



Proposal Section #1

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B. Letter of Submittal

Ms. Connie Wahl
City of Spokane
Purchasing Department
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

August 30, 2021

Re: RFP 5451-21 MOBILE PARKING PAYMENT SYSTEM(S)

Ms. Wahl:

ParkMobile LLC is pleased to propose how we can help the City of Spokane deploy a centralized Mobile Parking Payment System. We are proposing as both a MPP System Integrator (Phase One) and a MPP System Partner (Phase Two). While we feel we have provided detailed responses that highlight our unique ability to provide the City with industry leading technology today and far into the future, we welcome the opportunity to discuss any item(s) that require further explanation.

Investing in our Client Experience

ParkMobile is committed to tirelessly improving our client experience. This commitment is highlighted throughout our proposal and by our actions. ParkMobile is committed to the future of parking and mobility through building a first-class platform. We invested over \$3 million in ParkMobile 360™ (“PM360”), which has already been adopted nationwide to manage mobile payments.



Currently, over 500 municipalities and operators use PM360 to manage their rates and policies in real time, and over 1,000 of our clients use PM360 Reporting and Analytics to view and manage their program performance and derive deep insights about their mobile payment operations. PM360 was designed with the vision to function as a platform to manage all parking operations, rates and policies across multiple parking apps and physical hardware on the curb.

In 2019, ParkMobile teamed up with the City of Columbus and SmartColumbus to deliver the Event Parking Management Application Project for the U.S. Department of Transportation’s (USDOT) Smart City Challenge. Throughout 2020 and beyond, the project has been powered by the ParkMobile platform to power rate and policy management for on-street and off-street parking, is deeply integrated into equipment and enforcement, ingests and provides means to display parking availability to promote smart mobility throughout Downtown and the Short North District.

The ParkMobile Network Effect

The ParkMobile app can be used across all parking environments – on-street and off-street, gated or ungated – and can be integrated into 100+ other technologies such as enforcement handhelds, license plate recognition (LPR) systems, parking meters and kiosks, and gated parking systems. Regardless of which hardware systems the City may implement now or in the

future, ParkMobile can serve as the digital overlay to tie everything together and create consistency for your parking customers.

ParkMobile is used in over 500 cities across the US and by more than 26 million users. Many of our municipal partners across the US **collect 50% or more of their parking revenue through ParkMobile**, greatly reducing dependence on hardware and associated operational costs.

Because of our large footprint across the country, many of your drivers will already be familiar with ParkMobile and have our app on their phone.

This familiarity creates what we refer to as the “ParkMobile Network Effect”, and it is one of the most significant differentiators between ParkMobile and other parking apps. We not only provide you with an industry-leading platform, we also unlock a built-in customer base for you on day one of deployment.

Final Analysis

ParkMobile currently provides the most innovative and successful mobility solution throughout the US today. ParkMobile dominates every metric in the US including municipal clientele, brand recognition, integrations, and functionality. ParkMobile is financially stable ensuring business continuity for our clients. ***ParkMobile is fully committed to provide, maintain, and tirelessly improve our world class mobility solution for the City.***

We acknowledge the Terms and Conditions set forth in the Request for Proposals and will comply with them unless otherwise agreed by the City. We do not have any current or former employees and officers from the City employed by or on our governing board.

Thank you for the opportunity to submit our response. Should you have any questions, please do not hesitate to contact me at (678) 389-7245.

Sincerely,



Kristen Locke, CAPP
Senior Regional Sales Manager
1100 Spring St NW Suite 200
Atlanta, GA 30309
kristen.locke@parkmobile.io
[678-389-7245](tel:678-389-7245)

Proposal Section #2: Technical Proposal

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

ParkMobile is prepared to launch, market and support the most robust mobile payment management platform in the industry. No other provider has a larger parking ecosystem than ParkMobile. We are proposing as both a MPP System Integrator (Phase One) and a MPP System Partner (Phase Two).

Phase One – ParkMobile 360 is the single platform that powers your entire parking and mobility operation.

If we are selected as the MPP System Integrator, we will implement our ParkMobile 360 Platform.

The ParkMobile 360 platform was released in 2018 and has already been adopted nationwide to manage mobile payments via the ParkMobile app and our 20 private label apps. Currently, over 500 municipalities and operators use PM 360 to manage their rates and policies in real time, and over 1,000 of our clients use PM360 Reporting and Analytics to view and manage their program performance and derive deep insights about their mobile payment operations. PM360 was designed with the vision to function as a platform to manage all parking operations, rates and policies across multiple parking apps and physical hardware on the curb.



The fundamental differences between ParkMobile and every other vendor that may submit a proposal to the City is our experience and complete suite of service offerings. No other vendor can support the entire paid parking ecosystem of on-street and off-street rate configurations, essential hardware integrations and market launch like ParkMobile does today. Our range of smart parking technology products and services will allow your operations to grow and optimize performance with an intuitive, visual analytics dashboard that empowers staff to make rate and policy changes in real-time.



ParkMobile 360 will successfully fulfil the following key scope requirements for Spokane:

- **Unified Back Office System:** ParkMobile360 for back-office reporting and management. Data from all partners are ingested and displayed in a consistent format that's easy to export in a variety of formats or via API.
- **Audit Capabilities:** With ParkMobile 360, the City will have the ability to adjust their rates system wide as necessary.
- **Integrations:** Robust cloud-based APIs that allow any technology provider to integrate to the ParkMobile platform.
- **Standardized Zoning:** We will coordinate with the City to establish a standardized zoning structure using our Zone and Rate (ZAR) Structure workplan.
- **Integrated Signage:** Our dedicated, in-house marketing team will develop integrated signage highlighting zone numbers, mobile payment applications, QR codes, 1- 800 #'s and all other pertinent information.

ParkMobile's core capability in integrations and support of complex requirements makes ParkMobile the ideal partner to support multi-channel deployments, enabling owners and operators to manage their rates and policies in a single platform with one source of truth, a unified rate system and aggregated inventory management. ParkMobile has proven capable of integrating with the necessary technologies, at no cost to the City and through dedicated ParkMobile development staff.

Phase Two – The ParkMobile payment application has over 26 million users; more than any other provider in the industry!

If selected to be a MPP System Partner, we will provide the City of Spokane with our industry leading mobile payment app during Phase Two of the project.

Since the company's initial launch in 2008, ParkMobile has become the industry front-runner for mobile parking solutions. ParkMobile is the only mobile parking app that allows zone parking and reservations from a single consumer facing application. ParkMobile delivers innovative smart parking functionality with the flexibility to generate parking zones from individual spaces to entire on-street zones for our clients.

We connect existing parking systems with a modern, user-friendly, and time-saving application, giving consumers a smarter way to park in more than 500 cities and 3,000 locations across the U.S.

The ParkMobile Network – A parking and mobility ecosystem built around the largest member base and 100+ industry integrations

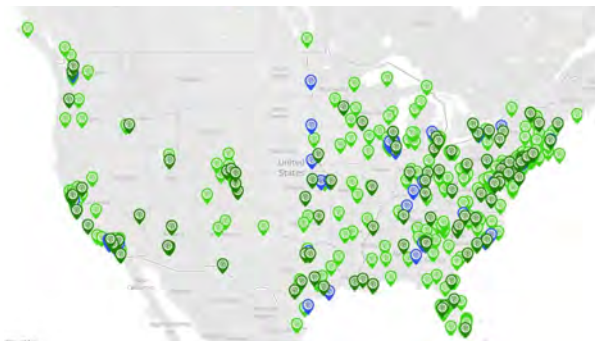
Several bidding vendors will likely describe themselves as the “#1” or “leading” parking solution. ParkMobile’s position in the market speaks for itself in the iOS App Store. ParkMobile is the #1 parking app in the United States, ranking #1 for the Parking Category, and #3 in overall Navigation (outranked only by Google Maps and Waze).

By using the most widely accepted parking app, Spokane can ensure the highest possible adoption rates and richest customer experience for the City’s modernized parking program.

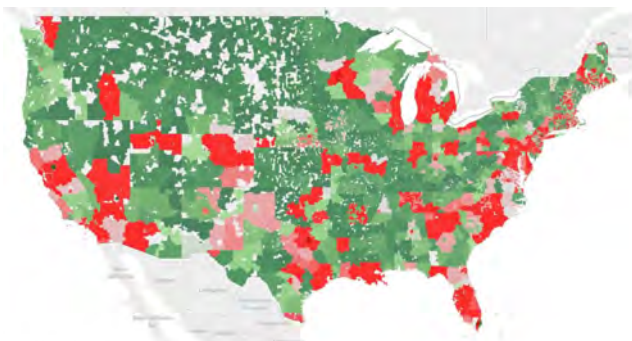
Additionally, ParkMobile is able to leverage our existing users across the US, Washington, and the West Coast to market and grow Spokane’s mobile parking program.

ParkMobile is the National Market Leader

The ParkMobile network connects drivers to the **largest network** of mobility related services in the U.S., with parking in over 500 cities including **8 of the top 10** in the U.S.



Parking Suppliers



Consumers

25% of ParkMobile members use our app as they travel across markets

The Consumer Choice

ParkMobile provides a quick and easy process to pay for parking. Our Product team is constantly researching the experience and optimizing the flow for users. Once a person downloads the app and creates an account, there’s a simple three step process to make a payment. You can watch a short demo of this process here: <https://vimeo.com/245994227>

1. **Enter Zone Number:** The user will enter the zone number posted on the stickers and signs around the meter. To make this process easier, the app uses location-based GPS coordinates to show the nearby zone numbers on the map so a user can easily touch the right zone number and then move to the next step in the process.

2. **Select Duration:** The user will select the duration for the parking session. The duration is based on the rates and policies that are setup for that specific zone number in ParkMobile's backend systems. On this screen, the user will also see the default vehicle selected and will be able to change that vehicle if necessary. The user will then touch "Proceed to Checkout" to go to the next step.
3. **Confirm Information:** On the confirmation page, the user will see all the key details for the parking session: zone Number, duration, payment method and vehicle. The user can edit any of this information before starting the parking session. After the user confirms the information, the user touches "Start Parking" to begin the parking session.

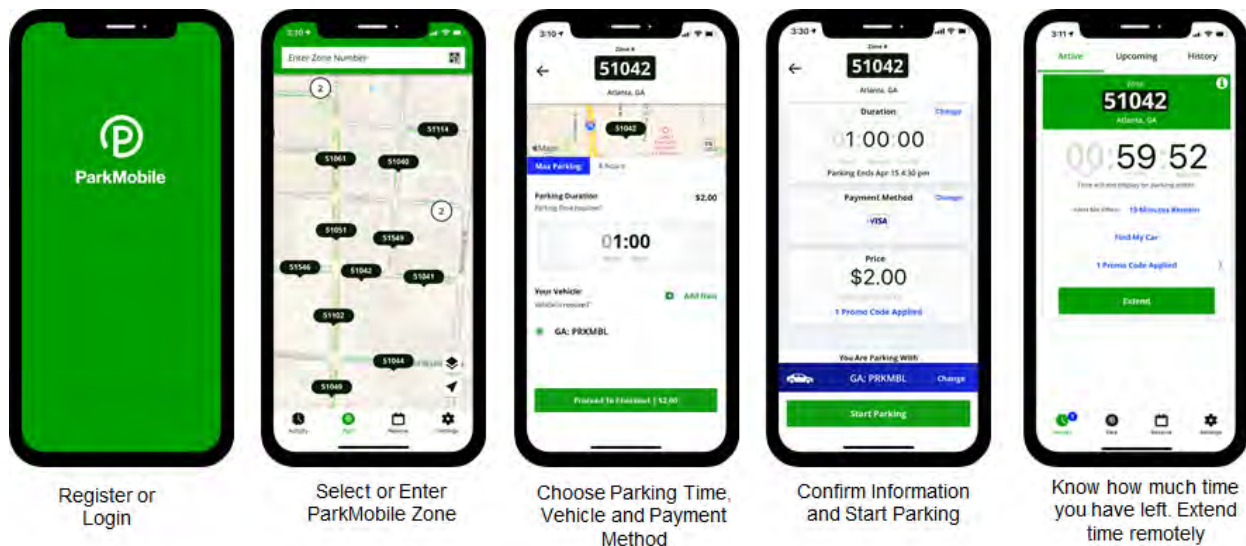


Figure – ParkMobile Zone Parking Checkout

Once the parking session is initiated, the user will see a countdown clock showing how much time is remaining. The user can customize the notification alerts when the parking session is about to expire. A user can also extend the time of the parking session in the app by touching the "Extend" button. A user cannot extend past the allowed time for that zone. For example, if there is a 2-hour maximum, a user will not be able to extend beyond that 2-hour limit. After the parking session ends, the user will get an email receipt and the record of the transaction will be stored in the "Activity" tab of the app.

ParkMobile's customizable notifications for parking session expiration are a core feature for our on-demand parking customers. Notifications can be customized to be delivered via push notification, SMS message, or email. Time parameters for notifications are also fully configurable by the customer.

As both the System Integrator and/or System Partner, our ParkMobile 360 and ParkMobile app will accomplish the following key scope features and tasks:

- **Revenue:** ParkMobile is certified and compliant with the most recent version of the Payment Card Industry Data Security Standard (PCI DSS).
- **Customer Support:** ParkMobile will provide comprehensive customer support to assist customers with registration and initial use of the MPP System, addressing and correcting errors with customer parking transactions, and transaction or payment disputes.

- **City Support:** ParkMobile will provide the City with a dedicated Account Manager who will serve as a single point of contact for the length of the contract.
- **Training:** ParkMobile is prepared to provide thorough and ongoing training to ensure all designated personnel are comfortable using ParkMobile's back-office systems prior to launch.
- **Marketing:** ParkMobile boasts the highest adoption rates in the industry and will provide our proven marketing strategies to the City of Spokane.
- **Implementation Plan:** ParkMobile experience and expertise deploying a mobile payment program is second to none. Because we are keenly aware that a successful deployment leads to a quicker adoption of the program, ParkMobile has a department exclusively dedicated to implementations lead by our most seasoned employees.
- **Configuration Capabilities:** Our solution is flexible and configurable to the City of Spokane's specific requirements and needs.
- **Customer Capabilities:** ParkMobile's 26+ million users across the US are the driving force behind our mission to make parking quick and simple for all customers.
- **Integrations:** ParkMobile's robust APIs and 100+ industry partners ensure that all required integrations will be seamless and successful.
- **End of Contract Transition:** At the conclusion of the contract, ParkMobile will work with the City to ensure all tasks are completed before transition.

Project Team

ParkMobile has the most experienced team of parking, payment and technology experts in the industry. Since 2009, we have been able to work with hundreds of municipal clients to deploy mobile payment for parking, as such our team is well versed in every aspect of highly complex municipal parking projects. No other vendor can provide the skillset and experience in their project team that ParkMobile can. ParkMobile's team and platform has the skillset to support intricate rate policies and multiple integrations with vendor partners to support the desired management program.

As further support of the strength of our project team, ParkMobile maintains all development in-house and does not utilize Sub-Service Providers. The entire ParkMobile team works to deliver and support the very best mobile parking payment platform in the industry. Currently, we have 182 employees, with nearly 50% of our staff members dedicated to product, technology development, and integrations with the other team members supporting our clients and customers. The primary departments and personnel that will be dedicated to the success of the City's Mobile Payment Platform Program includes our Sales, Implementation, Product and Account Management teams.

ParkMobile is proud to put together a project team that will yield a successful result for the City and we want to mention that our Executive Leadership Team is actively engaged in all new client projects. Below is our organization chart showing lines of authority within the Company.

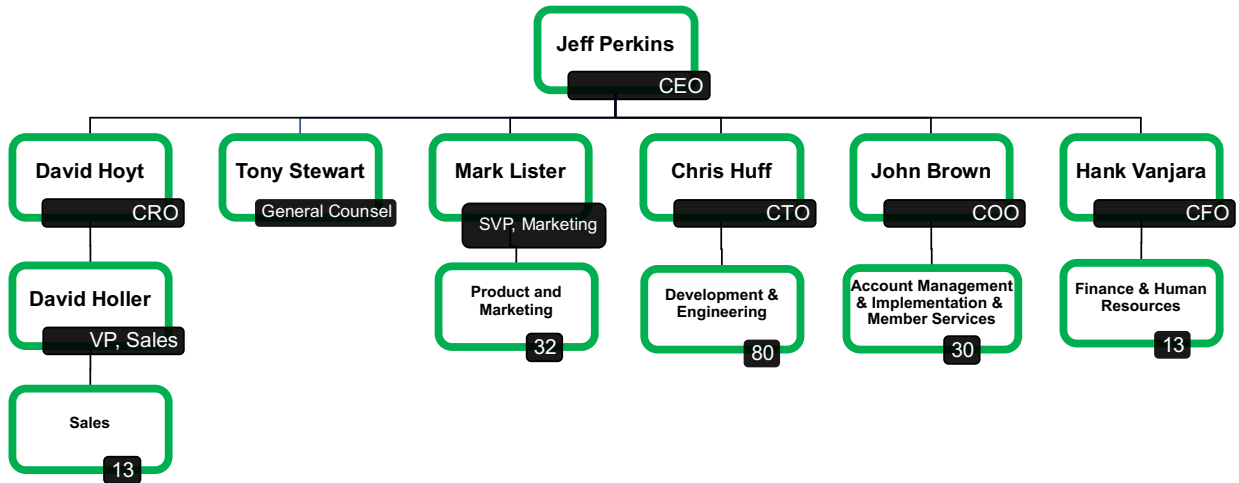


Figure – ParkMobile’s Organization Chart

Below is a brief introduction to each team member that will have prime responsibility and authority for the work at different stages of the project. We have provided more in depth information about our entire project team later in our proposal.

- **Garett Snook, Director of Implementations**
 - Garett directs ParkMobile’s deployments across North America from his remote office in Michigan and his team will ensure the City’s mobile parking platform has a successful launch.
- **Kristen Locke, CAPP, Senior Regional Sales Manager**
 - Kristen is the main point of contact throughout the project and will be readily accessible to the City team and ready to coordinate with staff on ParkMobile’s platform project. Kristen will be available for onsite coordination and support during implementation and can be reached at kristen.locke@parkmobile.io and at 970-988-3755.
- **David Holler (On-Street Project Executive), VP Sales**
 - Dave will be available either onsite or virtually for shortlist presentations, contract negotiations and ongoing client meetings.
- **Campbell Reiter (Product Manager)**
 - Campbell owns the roadmap for our PM360 platform and works closely with our clients, development and additional stakeholders to ensure PM360’s success.
- **Donnie Senterfitt, Field Marketing Manager**
 - Donnie will work with the City and the vendors to promote awareness of the payment methods available and promote adoption of the mobile payment program, ensuring continued growth and success for the payment applications chosen by the City.

Account Management

After the Implementations and Marketing team has configured and launched the market, your program will be transitioned to a dedicated Account Manager. This dedicated Account Manager will become your single point of contact going forward. Your ParkMobile Account Manager is

committed to your program's ongoing growth and success and serves as a liaison to all ParkMobile departments.

Account Management will build on the momentum that the Implementation and Marketing teams have created at the market launch. Your Account Manager will be available to address any questions you may, and will relay information about new and/or upcoming app features or enhancements made to our client administrative tool ParkMobile 360.

Account Management's #1 goal is the success and growth of your program.

Not only is your Account Manager here to address questions and requests, but they will also be a proactive participant in your program's growth. One of the first steps in establishing your relationship with Account Management will be setting up your Monthly Insights Meeting. This cadence can also be quarterly or as requested, but we find that most of our clients prefer once a month for this touchpoint.

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

ParkMobile is equipped to initiate Phase One as the System Integrator. ParkMobile has not had a reduction of personnel throughout the COVID-19 crisis and has been committed to our employees, our product roadmap, our clients and customers.

ParkMobile experience and expertise deploying a mobile payment program is second to none. Because we are keenly aware that a successful deployment leads to a quicker adoption of the program, ParkMobile has a department exclusively dedicated to implementations lead by our most seasoned employees. The knowledge provided by our implementation staff will ensure a smooth deployment for Spokane.

ParkMobile's Implementation plan consists of a three-stage approach: Planning, Deployment and Adoption.

Complete End-to-End Launch Plan

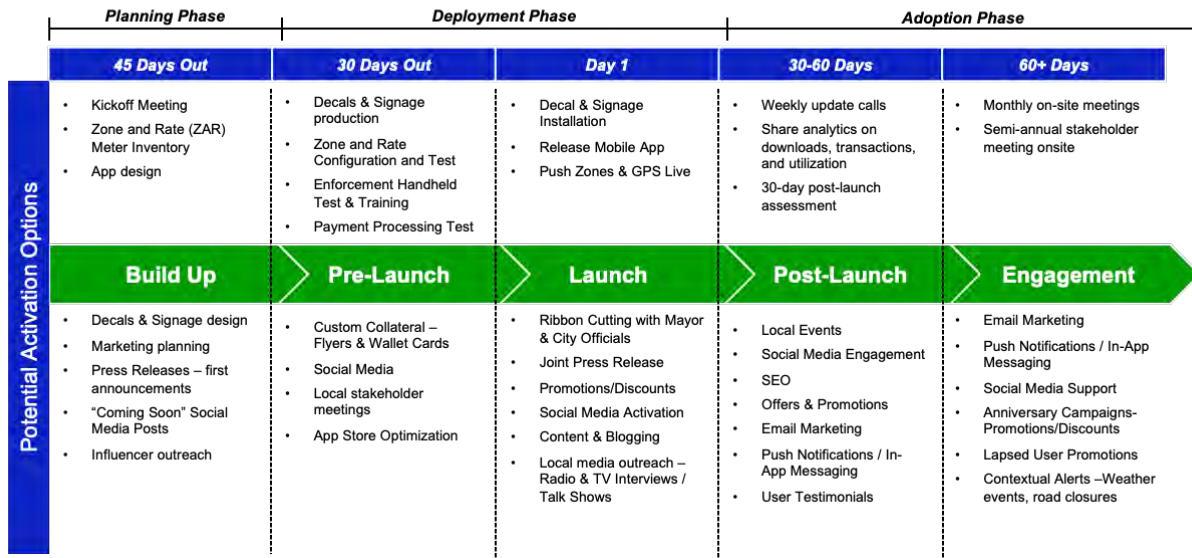


Figure – Typical Project Launch Plan

Planning Phase

ParkMobile will work with the City during the planning phase to set up an initial “kickoff call” with the project team within 10 days of contract close. The sales team will introduce the City to the implementations team. They will discuss items such as the ZAR (Zone and Rate Structure). We will need to know location name, addresses, space count, equipment onsite (if any), parking rates, hours, no parking times, etc. This will enable us to build out each zone in our system. The Implementations team will also discuss signage options and the integration that will be needed to the Flowbird, MacKay, and CivicSmart meters, as well as the AIMS enforcement system.

We have established integrations with each of these companies, so we expect this process to be quick and seamless. If we are chosen as a Partner, we will work with the Integrator to quickly establish a system integration.

Deployment Phase

The next phase is the Deployment phase where the implementations team will produce signage and stickers/decals and finalize zone configuration in our system. We will test transactions to ensure enforcement officials are seeing parking rights populate through the AIMS enforcement solution. We will also test transactions to ensure merchant accounts are set up properly and the customer payment process is running as expected.

The implementations team will also introduce the City project team to our marketing department. They will create customized marketing collateral and work on press releases to local media outlets. We will begin our social media campaigns to communicate to the public that ParkMobile is going to be available in Spokane. Any digital collateral can be sent to the City’s team should you want to include information on how to use the mobile app on the website.

Once everything has been tested and systems are a go, the ParkMobile team and DCR team will set a go live date that drivers can begin to use ParkMobile to pay for parking.

Adoption Phase

Post system launch, ParkMobile will set weekly and monthly calls as needed with the City project team to discuss any improvements that can be made (signage, communications, zone configuration, etc) to enhance the contactless parking system. The implementations team will also introduce the City project team to Brooke Feldman, the Account Manager who will be the City's best point of contact for all things related to the program. Brooke can help the City set KPIs and track usage and performance of the program. She can also help train individuals who might still have questions on the how the ParkMobile 360 works.

From the time of contract signature to deployment date as an MPP System Partner, the usual lead time is approximately 50-60 days. If the City would like to expedite the deployment phase ParkMobile will work with the team to set new goals and deadlines to have the touchless parking program up and running.

C. Provide a written response to the following (MPP System Integrator AND MPP System Partner Proposals):

C1. Describe in detail the step-by-step process of the Vendor's credit card acceptance procedure from the time a patron inputs their card to the time the money is deposited in the City's bank account.

ParkMobile is the leading provider in parking payment solutions, processing over 8 million transactions every month. In fact, we process more transactions under \$10 than any other company in the U.S.

ParkMobile is compliant with PCI DSS, ISO 9001:2015, and SSAE 18 requirements. Below we have included a chart depicting and describing the step-by-step process from payment to deposit into the City's bank account and beyond. This flow chart reflects the City's desire to serve as merchant of record.

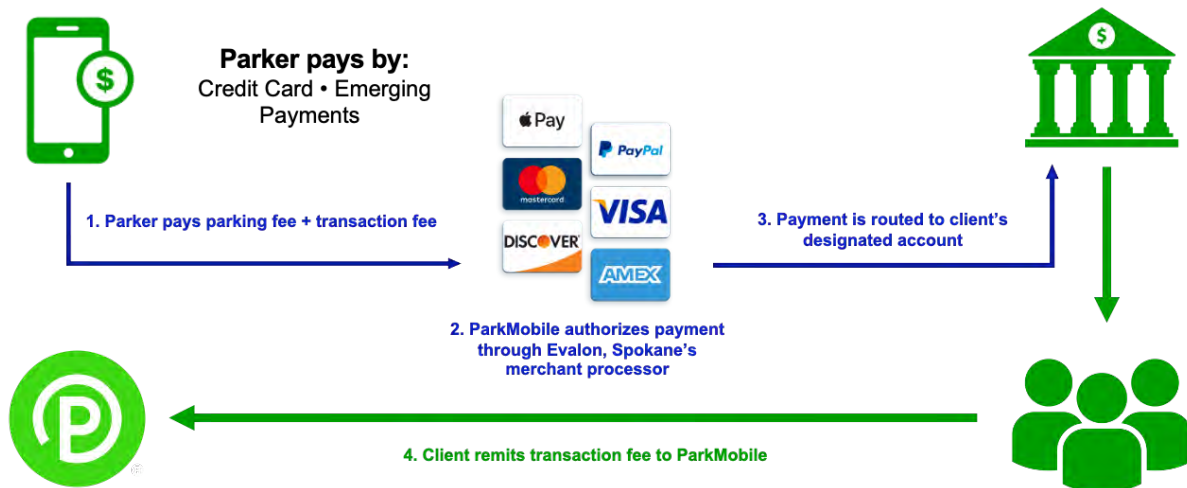


Figure – Money Flow with Spokane as Merchant of Record

ParkMobile is committed to the proper management of records to retain those that have current or future value and to properly destroy records that do not have such value. Examples of ParkMobile actions taken include but are not limited to the following:

- Card Holder Data (CHD) is not stored on removable media.
- Information on all media is classified, handled and disposed of in a secure manner.
- ParkMobile encourages minimal use and storage of its confidential data to reduce the risk of data compromise.
- At no time after card authorization, under any circumstance, ParkMobile stores any information from the card magnetic track, to include CVV/CVC, CVV2/CVC2, and PIN block data.
- Cards that have met and exceeded their expiration by 6 months are deleted from all systems.
- All cardholder data from deactivated or closed accounts is deleted from all systems after a 6-month waiting period.
- After 18 months of inactivity, a card is categorized as inactive and deleted from all systems.
- A review of cards matching the above criteria is conducted monthly, with quarterly reviews of the reports.
- Personal account numbers (PAN) are masked when displayed.
- Two-factor authentication is implemented to access any cardholder data.
- CHD is encrypted at capture, transit, and at rest.
- PCI DSS compliant encryption methods, process, and procedures are implemented.
- ParkMobile has implement encryption key management plans to ensure the availability of encrypted authoritative information.
- ParkMobile data security policies prohibit direct database access
- Data does not travel over the network unencrypted.

C2. Describe any per transaction charges.

ParkMobile charges users a small convenience fee per transaction to use our solution. This fee is clearly communicated at the time of the transaction. There is a section beneath the cost of parking that will show the customer this convenience fee.

This fee is typically charged to the user, not to the City but the City has the ability to absorb the transaction fee on behalf of its customers.

C3. Describe the escalation matrix based on time of day and the support and response commitment throughout the term of this agreement.

ParkMobile provides Tier 1 technical support 24/7/365, with Tier 2 technical support between the hours of 6:00 a.m. and 10:00 p.m. Monday through Friday, and 8:00 a.m. – 8:00 p.m. Saturday. We have a full team of engineers that perform development, testing, and deployment for all technical needs to support ParkMobile's entire platform.

ParkMobile's dedicated Account Managers work with staff whenever needed to ensure quick resolution of any customer service needs. Incidents are automatically escalated to managers and directors when necessary. ParkMobile's Application Support Team informs internal stakeholders with updates. ParkMobile Account Management in turn will communicate with the City and other key external stakeholders (such as other MPP System Partners).

C4. Provide a proposed training outline that includes a detailed description of implementation and equipment training for the various City functions (e.g., configuration, management, reporting) and the number of personnel allowed to participate.

ParkMobile's implementation team is prepared to provide thorough and ongoing training to ensure City staff is comfortable using ParkMobile's systems. Because there is no physical hardware involved, we find that web-based training is most effective because it allows for training to be delivered via more frequent sessions over the course of several weeks, rather than a smaller number of longer, in-person sessions. These sessions can be recorded and shared with staff who could not attend due to scheduling or seating constraints. Through training, ParkMobile aims to educate City personnel on the process flows of our system and how they impact services; particularly on your existing enforcement devices in conjunction with your existing operations.

Training for staff is role based to ensure that City staff will be comfortable using ParkMobile's systems to perform the appropriate tasks based on their role. Examples here include:

- **Admin Users** (Reporting and Policies in ParkMobile 360)
 - Update rates and policies in real-time
 - Run, customize, export, and schedule recurring operational and financial reports
 - Create and manage user login credentials
- **Read only-users** (Reporting and Policies in ParkMobile 360)
 - Full access to viewing operational and financial reports, but no ability to make changes
- **Enforcement-oriented users**
 - Verify parking credentials in real-time in the field, either in conjunction with integrated enforcement systems or using ParkMobile nForce as a standalone enforcement solution
- **Read-only users** (Customer Transaction Lookup in Judicial Portal)
 - Quickly look up vehicle plate numbers to verify all associated parking history
 - Simple interface is ideal for reception or office staff who handle customer inquiries about reviewing and waiving violations





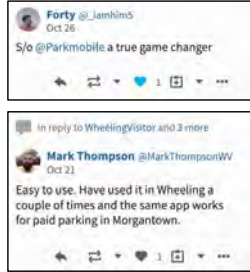
C5. Describe how upgrades to the MPP System will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.

Since our solution is fully cloud-based, we handle all upgrades remotely and without the need for the City to facilitate them. The City's Account Manager at ParkMobile will keep the City staff up to date on new/future enhancements and upgrades being made to our platforms. ParkMobile will coordinate with the City to ensure updates are completed during off hours, usually in the early morning hours.

ParkMobile is committed to ongoing training for our clients and regularly offers webinars that our clients can join for a refresher on our products and systems. If City staff need more in-depth training on a particular system, especially after an update, they can contact their ParkMobile Account Manager who can assist with setting up a training session.

C6. Provide a proposed Marketing Plan.

ParkMobile's experienced marketing team is prepared to work with the municipal staff to design a communications strategy that engages users and helps them meet their goals for the program. Over the past 10 years, ParkMobile has launched in over 1,000 mobile payment programs. Through that experience, we have learned the key marketing strategies, tactics and best practices for introducing a mobile parking app in a new market and continually increasing the app utilization post-launch.

Awareness	Adoption	Engagement	Retention	Advocacy
<ul style="list-style-type: none"> ✓ Signage ✓ Local Media ✓ Wallet Cards ✓ Advertising 	<ul style="list-style-type: none"> ✓ Welcome Email ✓ Demos ✓ In-App Messaging 	<ul style="list-style-type: none"> ✓ Geo-Fencing and Geo-Targeting ✓ Event Notifications ✓ Push Triggers ✓ Facebook Ads 	<ul style="list-style-type: none"> ✓ ParkMobile Pro Promotions ✓ Re-engagement ✓ News & Updates 	<ul style="list-style-type: none"> ✓ App store reviews ✓ Social media ✓ Refer a Friend
				

ParkMobile's Smart Marketing Approach

When ParkMobile develops a marketing program for a new launch, one size does NOT fit all. ParkMobile will work closely with your staff to develop the right program for the municipality. ParkMobile builds our marketing programs to focus on five key areas, outlined below.

1. Awareness

When launching a new or updated mobile parking app in a market, it is critical to get the word out. The ParkMobile team deploys a variety of tactics to make sure people in the market know about the app. Awareness tactics may include local advertising on TV and radio, press outreach, targeted social media ads, and more. We will use email, in-app messages, and push notifications to activate existing ParkMobile users. ParkMobile will also look for opportunities to leverage local programming in the market. For example, in Atlanta, we created branded content for integration into a show about local restaurants called "Atlanta Eats." You can see the entire segment by [clicking this link](#).

2. Adoption

Once users have downloaded the app, ParkMobile activates our onboarding program to ensure they know how to get started. We send a welcome email with links to demos on how to use the app. Then follow up to make sure the new users have the information they need. If users download the app and set up an account but don't complete a transaction, we keep messaging them to encourage usage and educate them about all the locations where they can use the app to pay for parking. As a result of our adoption tactics, almost 90% of users who download the app go on to complete a parking transaction.

3. Engagement

Once people are using the app, we engage them on an ongoing basis with emails, in-app messages, and push notifications. The goal is to keep them engaged with ParkMobile even when

they are not actively parking. In addition to the app-based engagement, we retarget users on Facebook and other social platforms to serve up tactical messages and stay top-of-mind.

4. Retention

ParkMobile strives to keep users engaged with the app for the long term. We consistently communicate news and updates to members through email, social media posts, and other tactics. ParkMobile also has a re-engagement program for lapsed users who haven't used the app in several months.

5. Advocacy

For loyal power users, ParkMobile urges them to become “ambassadors” for the ParkMobile brand through social media and app store reviews.

Signs and Decals

Signage and decal design is a critical aspect of deploying a successful mobile parking program. According to our research, almost 77% of users first learn about our app through the signage at the meter.

Best practices for mobile app signage include:

- Bigger is better. Larger stickers and signs have been proven to drive greater app adoption.
- Minimize the elements on the sign. Less is more.
- Have a large zone number that is easy to read from a distance.
- Simple instructions on how to pay.
- Show that ParkMobile is also accepted to provide more payment options.
- IVR number and website address for more information.



We have included one example of signage that could be used in Spokane and have included additional mockups later in our proposal.

C7. Describe any advantageous marketing features that are available to the City.

ParkMobile offers a wide range of different marketing campaign strategies that can be customized specifically for the City of Spokane. Several examples of our advantageous strategies are described below.

Geo-Targeting

In addition to targeting users in the Municipal area, ParkMobile can create geo fencing around cities and universities to target visitors coming into town who already have the app on their phone. Geo targeted messages will let our entire membership base know that they can use the ParkMobile app to pay to park on and off-street everywhere in the municipal area. Geo targeted messages help drive the ParkMobile network effect with 25% of our members using the app as they travel to different markets across the country.

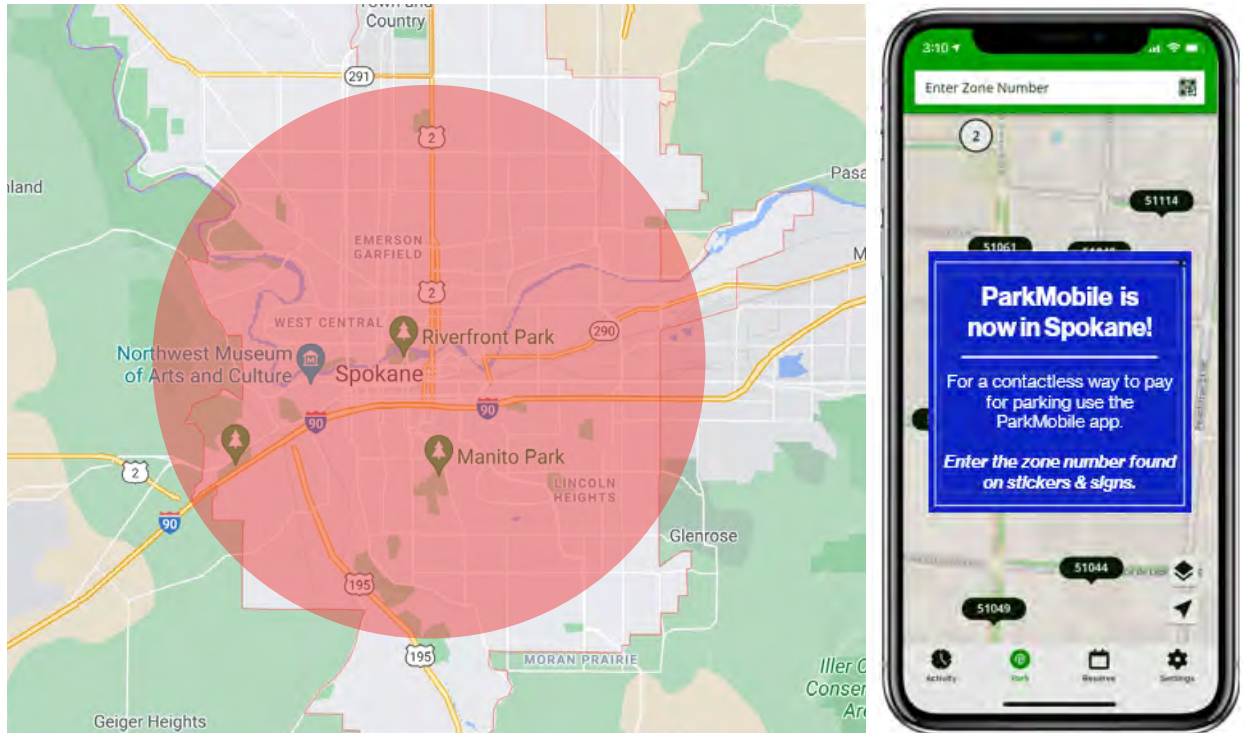


Figure – When a ParkMobile member enters within the Spokane geo-fence, they are alerted that ParkMobile is now accepted in Spokane.

In-App Messaging

ParkMobile can push high impact in app messages to our 26 Million users to provide information and drive behavior. These messages are triggered by defined user behaviors-opening the app, starting a parking session, ending a parking session, etc. This tactic can be used to communicate a variety of topics-alerts, promotions, events, etc.

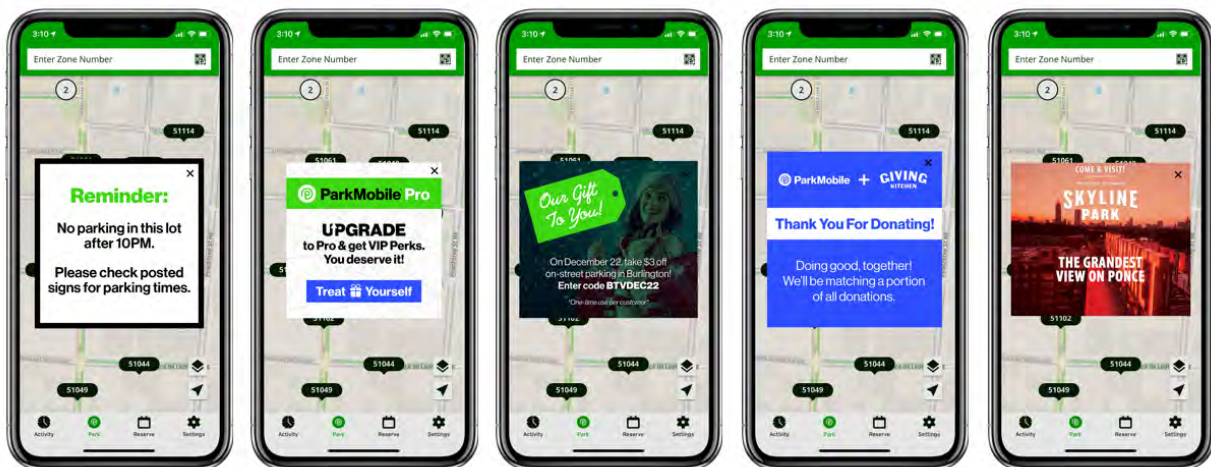


Figure – ParkMobile In App Notification Examples

Customized Video Content

ParkMobile has an extensive video library of demos and tutorials that can be embedded on the Municipal website and used in other digital channels. We are also able to customize these videos for white label apps. You can see our full video library of assets here:

<https://vimeo.com/parkmobile>



Using ParkMobile for On/Off-street Parking an...

 ParkMobile



How to Use ParkMobile

 ParkMobile

Figure – ParkMobile Video Library

Social Media

ParkMobile has a very strong social media presence with over 33,000 followers on Twitter and 35,000 followers on Facebook. We will leverage this industry leading social network to raise awareness for ParkMobile's products and services across the area.

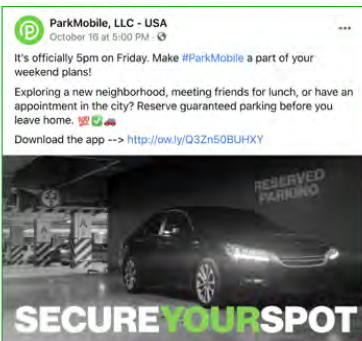


Figure – ParkMobile Social Media Examples

Special Events and Promotions

ParkMobile can set up special promotions for parking around the municipality. For example, the municipality can offer "\$1 off", "free parking" or other incentives. The ParkMobile marketing team will work with their staff to design and execute a promotion that is right for them.

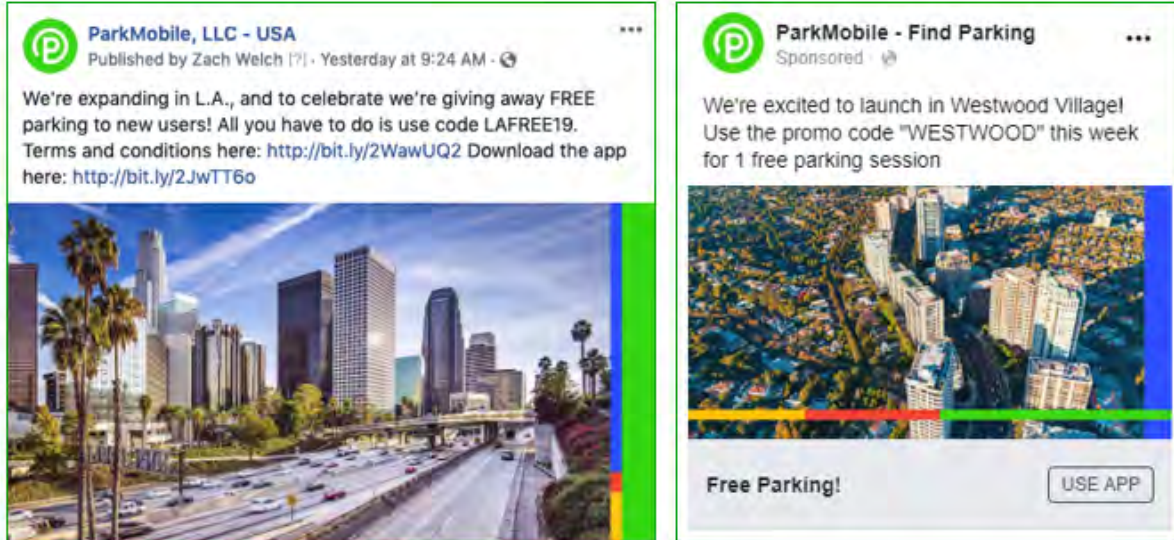


Figure – ParkMobile Special Promotions

Local Media Coverage

ParkMobile's PR team will generate strong local media coverage for the launch of their program.

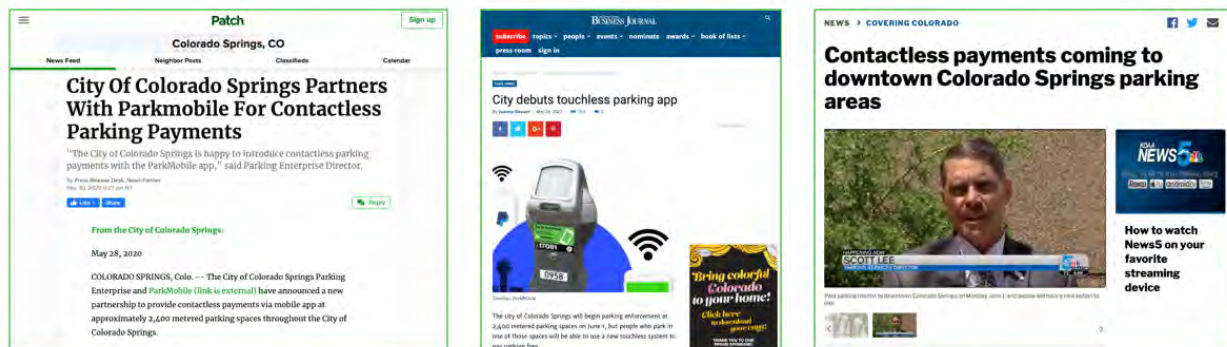


Figure – ParkMobile Local Media Examples

Instructional Documents and Website Content

ParkMobile can provide the City with helpful one pagers and wallet cards to provide to drivers, as well as content to embed in the their website and in customer communications like email and social media.



Figure – ParkMobile Printed Collateral

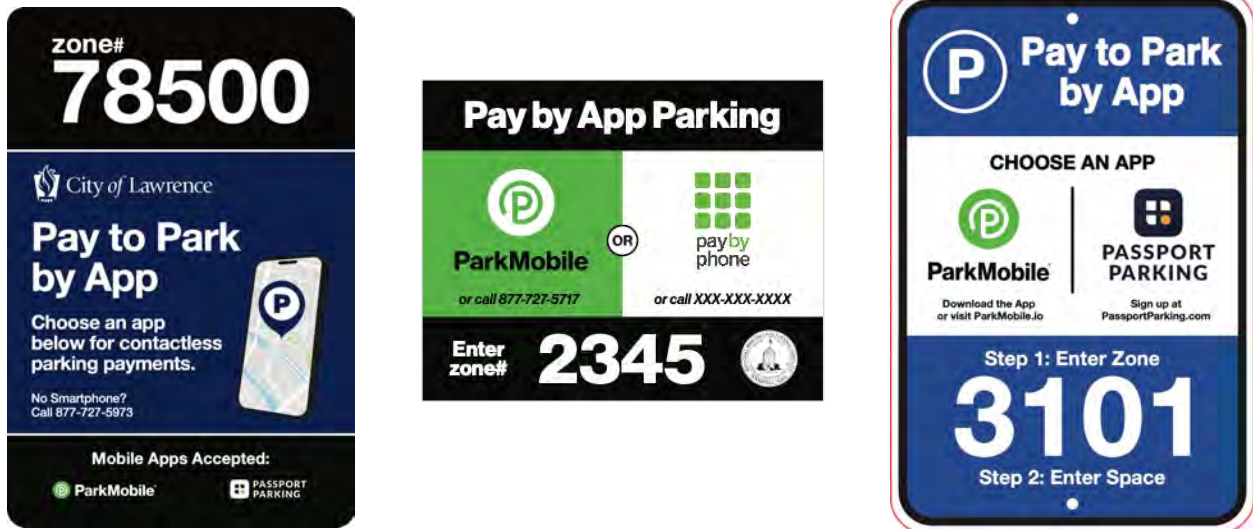
Branded Swag Kits

We also support our clients by sending out ParkMobile Swag kits for beach and other seasonal communities at the start of their busy season. Items like branded sunglasses, lip balm, koozies; things that can be distributed by the client's parking office to residents and tourists alike.



C8. Describe ability to cross-market with the MPP System Integrator and other MPP System Partners.

ParkMobile has been implemented in multi-vendor environments across the US and have provided marketing assistance for these projects as well. Below are a few examples of what we have done in the past.

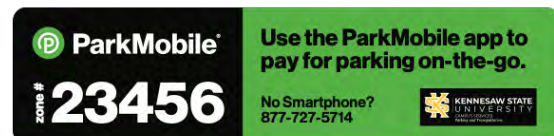


Another common cross-market strategy we use with other industry providers is by installing decals onto the meter or kiosk housings.

Below we have included some decal examples for both single-space and multi-space meters, however, these can be customized to the City's preference.

Signage Best Practices With Single Space Meters

- Decals can be customized as needed to fit your meter housings.
- Placing decals on the street-facing side is ideal so drivers see them as they pull in and walk up to the meter



Signage Best Practices With Pay Stations

- 12x18 aluminum signs around the location and beside the paystation. Signs mounted high up and facing several directions so customers can view without walking over is a plus.
- Small decal on the face of the paystation. Size varies by space available – a measurement of available space or photo of the equipment may be needed to verify the right size
- 8x12 or other large decal on sides of paystation that are prominently seen



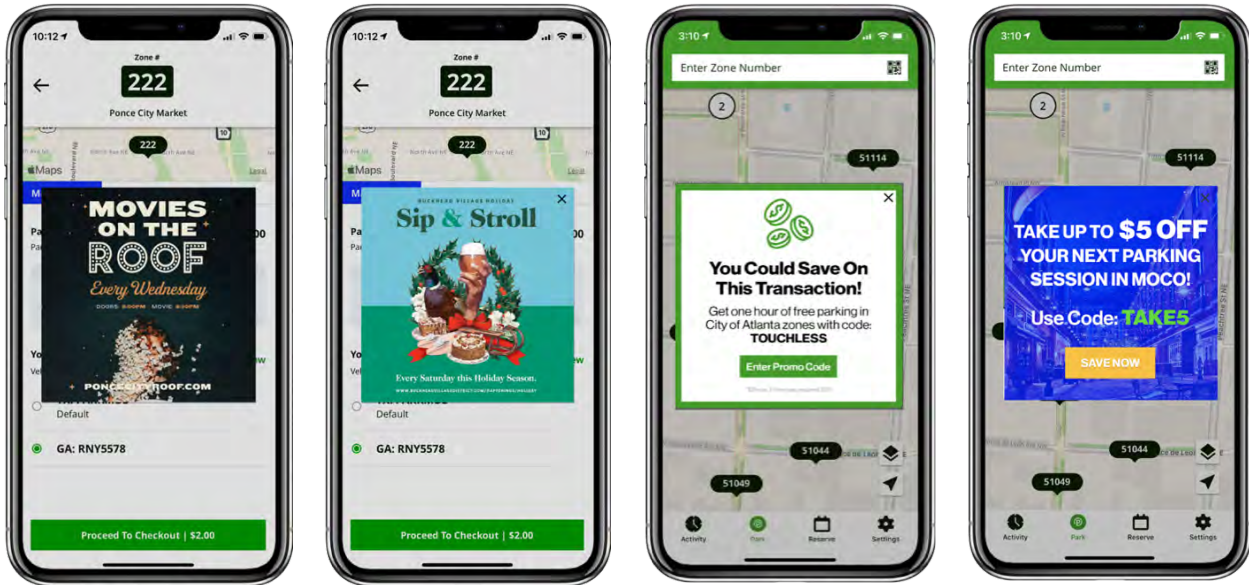
C9. Describe ability to cross-market and sell advertising space to local businesses and attract visitors to Downtown Spokane.

There are a couple of cross-marketing strategies we currently use in coordination with local businesses to attract users to spend time in certain areas.

1. **In App Messaging:** As previously described in our proposal, the City may choose to use in-app messaging to advertise special events or allow businesses to advertise promotions via popups in the ParkMobile application.
2. **Promo Codes and Validations**

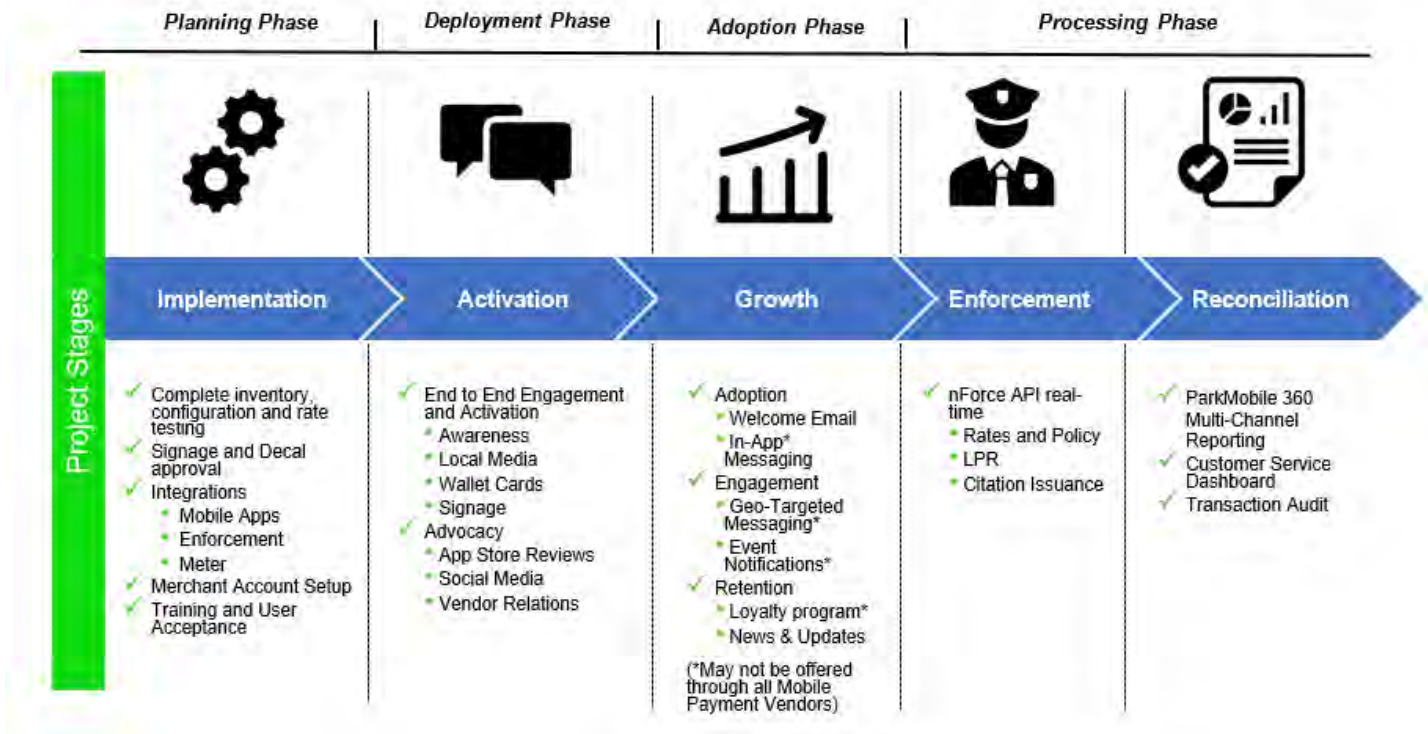
With ParkMobile, businesses within Spokane can easily purchase validation codes that offer their customers discounted parking sessions when paying through the app. ParkMobile members are able to redeem and/or validate parking sessions using our combined platform for on and off-street parking. We deliver these services in real time, so customers will be able to receive parking discounts with their very first on-street ParkMobile transaction.

The functionality is fully customizable and the City or businesses can facilitate promo codes with a percent or dollar amount off parking, set number of uses, time frames, designate eligible zones, and more.



C10. Provide an Implementation Work Plan detailing the actions necessary for implementation of the proposed MPP System. The Plan should ensure that the MPP System is able to function quickly and be implemented in accordance with the project timeline.

ParkMobile understands the importance of a well-planned project. No other company has the same level experience in successfully adding and transitioning a client to a new mobile payment technology platform as ParkMobile does. Our success through these projects is supported through a phased approach to our implementation. Our phased project approach allows time in the initial phases to gather first-hand information about project characteristics, requirements, and dependencies. Then, based on this information, our team can design a detailed roll-out plan that maximizes the potential for success. The image above details how ParkMobile envisions the City will roll out the Mobile Payment Management Platform along with the required paid parking technology integrations.



Implementation

Upon award of contract, our sales and implementation team led by Garrett Snook, Kristen Locke and David Holler will have a kickoff call with the client to discuss implementation deliverables. At kickoff we will briefly talk about integrations, pre/post go live activities and attempt to establish a timeline for market launch. Coordination of ongoing communications, such as the scheduling of a weekly status update call, will be established at this time.

Inventory and Rate Configuration

Location

- Location Address
- GPS Coordinates

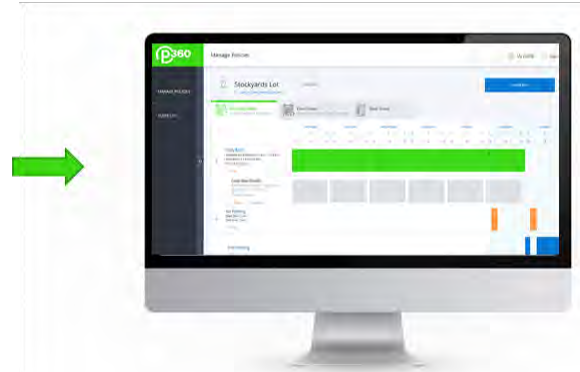
Meter Details

- Single Space vs Multi Space vs PM Only
- Meter Brand
- # of Meters/Spaces
- Enforced Plate or Space

Parking Policies

- Rate per Hour
- Time Limit
- Days of Paid Parking
- Hours of Paid Parking
- No Parking Restrictions
- Free Parking Days

PM Zone Number	Address	Meter Count	Meter Type	Hourly Rate	Max Duration	Paid Days/Hours
2901	4900 Alberta N	16	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2902	4900 Alberta S	20	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2903	200 Baltimore S	10	SSM	\$1.00	4 Hour	Mon-Sat 8am-10pm
2904	100 Blanchard N	5	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2905	100 Blanchard S	5	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2906	200 Chihuahua E	4	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2907	200 Chihuahua W	5	SSM	\$1.00	10 Hour	Mon-Sat 8am-10pm
2908	100 Cincinnati S	4	SSM	\$1.00	6 Hour	Mon-Sat 8am-10pm
2909	200 Cincinnati N	5	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2910	200 Cincinnati S	9	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2911	300 Cincinnati N	8	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2912	300 Cincinnati S	4	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2913	100 Coldwell E	8	SSM	\$1.00	6 Hour	Mon-Sat 8am-10pm
2914	100 Coldwell W	10	SSM	\$1.00	4 Hour	Mon-Sat 8am-10pm
2915	400 East 1st N	4	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm
2916	400 East 1st S	4	SSM	\$1.00	2 Hour	Mon-Sat 8am-10pm



The main deliverable in order to program inventory, configure rates and policies is the zone and rate structure (ZAR) and this document is an overview of all the inventory and assets where paid parking will be offered with the client. It is initially an Excel document that includes meter asset locations, street/block/lot name/address, type of meter equipment, meter/space count, rates/rules, policies and restrictions. Alternatively, mobile payment could be the only payment method available, and we would collect similar information about the zone and rates required for mobile payment. We then communicate the finalized ZAR details to our internal configuration team, and they use the ZAR to build out the client's ParkMobile360 policies, zones and supplier account.

Merchant Account Setup

Following the second procurement, and when the City is ready to deploy mobile payments it will be a requirement of the mobile payment vendors to connect to the City's processor and merchant account. ParkMobile has a long track record of successful municipal deployments where we integrate to the client's merchant processor. Should the City wish for ParkMobile to function as Merchant of record for emerging payments to offer Apple Pay, PayPal and ParkMobile Wallet it is a simple configuration change to add those payment methods and determine the processing costs associated.

ParkMobile Platform API Integrations

ParkMobile has our product team led by Ethan Ambabo and Campbell Reiter ready to work with the City to bring to life a platform that can display meter payments, kiosk payments, connected car payments, phone and web payments alongside mobile application payments. The ParkMobile 360 administration portal can then be the true source of managing rates, policies



and transactional reporting for paid parking. Low adoption rates are said to be an issue in the mobile payment space but in reality, it is that the technology systems are not interconnected enough to enable multiple payment apps. In order to improve efficiency, increase revenues and decrease the costs for an operation all paid parking systems must be more interconnected.

Testing and validation of required integrations for operations will be performed before the system is live. ParkMobile is ready to deploy the Mackay, CivicSmart, Flowbird, POM and AIMS integrations the City requires today. Furthermore, we are integrated with over 100 different systems available in the parking industry and have an open API that is easily able to integrate to, in the event a new enforcement or meter vendor comes into the mix. On the kickoff call we will have an understanding of integration needs and be able to proceed with standard programming immediately.

ParkMobile Developer Portal

ParkMobile has robust APIs and an extensive developer portal enabling integrations with a wide range of hardware and software providers, now and in the future. These open APIs and documentation are ready for the chosen mobile payment providers that ParkMobile does not already have a working relationship with. These integrations will enable the City to bring all parking apps and hardware together in one centralized platform. Below are screens from the ParkMobile developer portal.

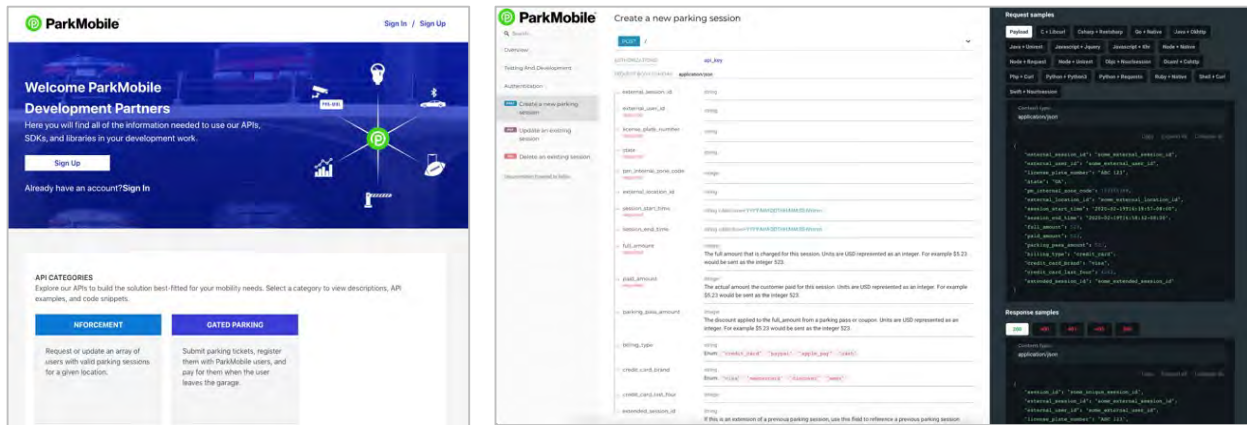


Figure – The ParkMobile Developer Portal

C11. Provide a proposed Implementation Plan that includes the following:

C11.1. A detailed System and Hardware Testing Plan that includes all phases of testing. The developed system must undergo rigorous unit, system, integration, interface, and user acceptance testing. All hardware and software components separately and together shall be tested, as required. All data integrations shall also be tested to ensure that the system interacts with other systems as expected. The Firm shall provide detailed test cases, as well as testing status updates and resolutions for issues identified.

ParkMobile's user acceptance testing is performed throughout the implementation and training process, to ensure that everything is functioning correctly prior to the service being made available for use. In addition, we like to revisit the testing process after the initial 30 days to check in and ensure that everything is functioning to the client's satisfaction.

ParkMobile's testing procedures, both before go-live and after the initial 30 days, will include:

- Test transactions will be performed for different zones throughout the City to confirm parking policies are accurate with charging the correct amount and reflecting the appropriate max duration.
- Test transaction will be performed on varying days and times to ensure that days and times of the City's parking rates and policies are accurately reflecting in the system.
- Tests with merchant accounts will be performed to ensure payment methods on file are being charged appropriately. Multiple payment methods will be tested for comprehensive accuracy (i.e. VISA, Mastercard, discover, AMEX, etc.)
- Tests will be performed with any and all integration partners, such as the City's meter and enforcement solutions. Test transactions will be initiated by direction of ParkMobile and we will coordinate directly with the vendor partner to confirm the transactions reflect in the enforcement systems, and also in the PM360 portal for accurate reporting.

The below are specific testing phases and an estimated timeframe for each phase to be completed:

- ***Stabilization and Testing:*** 6 days
- ***Zone and Rate Configuration Testing:*** 2 days
- ***Integrations Verification:*** 2 days
- ***Client Acceptance Testing:*** 3 days
- ***Supplier Reporting Verification:*** 1 day

The only hardware included as part of our solution will be the City's existing computer hardware and motorist smartphones, so hardware testing will not be necessary.

As part of our PCI compliance and certification, we perform an annual network and application penetration test. The penetration-testing methodology is implemented and includes at least the following:

- Based on industry-accepted penetration testing approaches.
- Includes coverage for the entire CDE (Card Data Environment) perimeter and critical systems.
- Includes testing from both inside and outside the network.
- Includes testing to validate any segmentation and scope reduction controls.
- Defines application-layer penetration tests.
- Defines network-layer penetration tests to include components that support network functions as well as operating systems.
- Includes review and consideration of threats and vulnerabilities experienced in the last 12 months.
- Specifies retention of penetration testing results and remediation activities results.

C11.2. A Training and Support Plan for during the implementation phase through the end of contract.

Training

ParkMobile's implementation team is prepared to provide thorough and ongoing training to ensure City staff is comfortable using ParkMobile's systems. Because there is no physical hardware involved, we find that web-based training is most effective because it allows for

training to be delivered via more frequent sessions over the course of several weeks, rather than a smaller number of longer, in-person sessions. These sessions can be recorded and shared with staff who could not attend due to scheduling or seating constraints. Through training, ParkMobile aims to educate City personnel on the process flows of our system and how they impact services; particularly on your existing enforcement devices in conjunction with your existing operations.

Training for staff is role based to ensure that City staff will be comfortable using ParkMobile's systems to perform the appropriate tasks based on their role. Examples here include:

- **Admin Users** (Reporting and Policies in ParkMobile 360)
 - Update rates and policies in real-time
 - Run, customize, export, and schedule recurring operational and financial reports
 - Create and manage user login credentials
- **Read only-users** (Reporting and Policies in ParkMobile 360)
 - Full access to viewing operational and financial reports, but no ability to make changes
- **Enforcement-oriented users**
 - Verify parking credentials in real-time in the field, either in conjunction with integrated enforcement systems or using ParkMobile nForce as a standalone enforcement solution
- **Read-only users** (Customer Transaction Lookup in Judicial Portal)
 - Quickly look up vehicle plate numbers to verify all associated parking history
 - Simple interface is ideal for reception or office staff who handle customer inquiries about reviewing and waiving violations

Support

ParkMobile provides the best customer service in the industry as a standard for all deployments. ParkMobile provides a dedicated 1-800 number for deployments with the degree of complexity that the City will require. Our support team is available 24/7/365 and ready to assist our end users when they need help. Our Level 1 PCI compliant call center ensures customer data is fully secured. In a multi-vendor environment, the ParkMobile call center will provide basic information to users to assist with questions and will have access to real-time parking rights from other applications. ParkMobile is the only provider that will respond that has a comprehensive IVR payment system for users to pay for parking as well as supporting multiple app brands currently powered by ParkMobile.



To ensure access for all users ParkMobile maintains a multi-channel call center with phone, email, in-app chat, social media and bilingual support. We also offer a comprehensive support website (<https://support.parkmobile.io>) so people can get the help they need online without talking to a rep.

C11.3. Proposer must describe how the proposed Liquidated Damages (LDs) will be tracked, measured, and reported to the City.

The following were the liquidated damages proposed in the RFP:

1. LD: A failure of the System that results in either no payment transaction being accepted or application of the wrong rates.
 - Threshold: During operating hours, a single failure that exceeds 20% of the total parking spaces or multiple failures in one day that together exceed 20%.
 - Penalty: No warning will be issued prior to assessment of liquidated damages for this failure. An average daily rate formula will be finalized with the selected Firm. For purposes of this solicitation, assume \$10.00 per day by the total number of affected parking spaces.
2. LD: The Vendor fails to maintain Payment Card Industry (PCI) Data Security Standard Certification.
 - Threshold: Any lapse in PCI certification status.
 - Penalty: No warning will be issued prior to assessment of liquidated damages for this Failure. The Vendor may be assessed liquidated damages of \$10,000 the first month of non-compliance and \$20,000 for each additional month until the Failure is cured. For all future such Failures, the Vendor will be assessed liquidated damages in the amount of \$25,000 per month until the Failure is cured.

We take exception to the Liquidated Damages as written in the RFP. We will discuss agreeable terms for Liquidated Damages at contract award, if necessary

C12. Describe your plans for implementing the data interchange protocols established by the Alliance for Parking Data Standards (<https://www.allianceforparkingdatastandards.org/>).

We actively follow the work coming from the Alliance for Parking Data Standards and make efforts to ensure that our data follows logical standards in partnership with all of our clients. We work diligently to ensure that data is structured with their input and works for their needs.

C13. Describe how you will integrate with the MPP System Integrator, in real-time, to send parking session and payment data to the MPP System Integrator. Describe in detail what data will be sent to the MPP System Integrator, at what interval, and your approach to a successful integration partnership.

If we are not the MPP System Integrator, we will coordinate with the City's selected System Integrator to push our mobile parking payment data to the backend system in real time. This process will begin with establishing a transaction, rate/policy and enforcement integration with the Integrator company.

Once an Integrator is selected by the City, we would ask that API documentation for the integration with the System Integrator will be provided as soon as possible to begin the process of establishing an integration. ParkMobile will review the API documentation to evaluate size, scope and scalability for such integration to the larger ParkMobile network.

ParkMobile is eager to be a partner to the City and would like to emphasize our experience in servicing and supporting complex and innovative programs. ParkMobile is here to support the

City and on DAY ONE the City can benefit from ParkMobile's innovative payment options, user network, administrative tools and depth of experience.

C14. MPP System Partners shall also be required to have a two-way integration with the MPP System Integrator. The MPP System Integrator will be required to push rates by zone and space, configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, "lockout" periods, validation/coupon codes, etc.) and push these configurations to all MPP System Partners. Proposers shall describe how they intend to support this integration with the MPP System Integrator.

We are able to meet this requirement as either the Integrator or Partner.

As a Partner, we will work with the City's selected Integrator to establish the necessary integration and communication to accomplish this requirement. Once the integration is established, rates by zone and space and parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, "lockout" periods, validation/coupon codes, etc.) will be communicated between the ParkMobile app via the Integrator's software.

D. Provide a written response to the following (MPP System Integrator Proposals ONLY):

D1. Describe how your integration approach with the MPP System Partners to receive, in real-time, parking session and payment data. Describe in detail how the data will be received, at what interval, and your approach to a successful integration partnership.

The parking industry has a diverse range of technologies – from different meter types to enforcement software and much more. With thousands of clients across the country, ParkMobile has integrations with virtually every technology on the market. So, no matter what technology you have in place, ParkMobile can integrate with your existing systems. And if you decide to change or add technology in the future, we can make that transition with you, giving you more flexibility when it comes to making technology purchasing decisions.

ParkMobile has robust APIs and an extensive developer portal enabling integrations with a wide range of hardware and software providers, now and in the future. These open APIs and documentation are ready for the chosen mobile payment providers that ParkMobile does not already have a working relationship with. These integrations will enable the City to bring all parking apps and hardware together in one centralized platform.

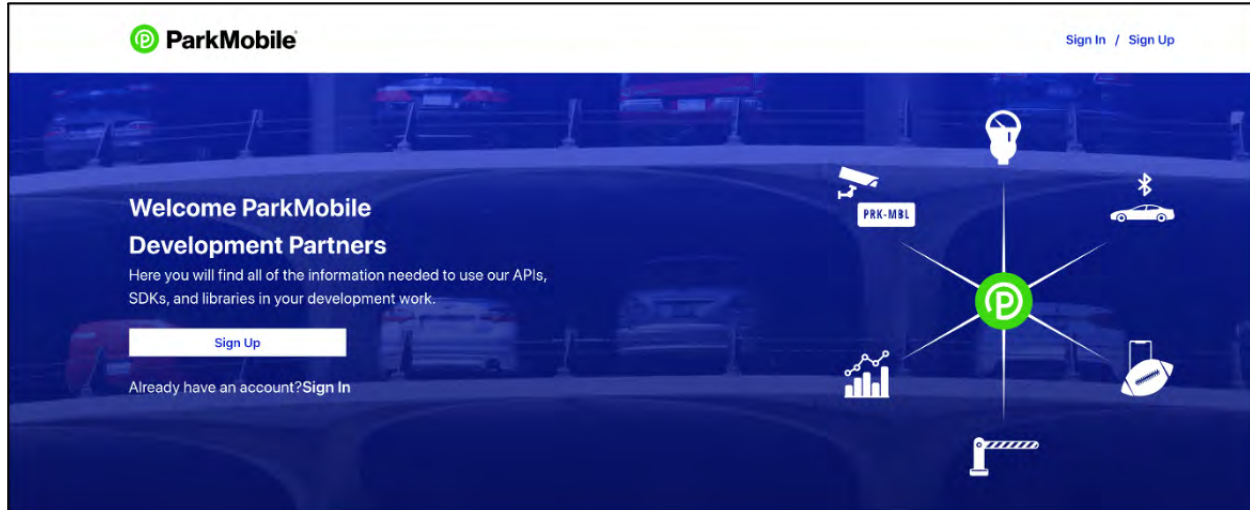


Figure – ParkMobile Developer Portal

Once an integration has been established with each MPP System Partner in our Developers Portal, data will be received seamlessly from each Partner in real-time. Parking session and payment data is received through the established API and into our backend system.

Communication is key to a successful integration partnership. Since we already have established integrations in other cities with all of Spokane's existing systems, our ongoing relationship with each company will ensure a seamless and successful platform for Spokane. Our Product Team and Account Management team will meet regularly, especially at the beginning of the contract period, with MPP System Partners to ensure full functionality and make any initial adjustments as needed.

D1.1. Describe how integration issues receiving data will be identified and resolved.

To ensure consistent system performance, ParkMobile maintains high-availability load balancers, firewalls, and other infrastructure components. This helps avoid single points of failures and minimizes interruptions. ParkMobile has logging and monitoring tools such as DataDog in place to automatically detect and notify when there is an interruption, degradation in service, or a security incident.

In order to quickly resolve issues, OpsGenie automatically notifies the team members needed depending on the type of incident. The team assembles on a bridge call in less than 10 minutes from the detection of the incident. Incidents are automatically escalated to managers and directors when necessary. ParkMobile's Application Support Team informs internal stakeholders with updates. ParkMobile Account Management in turn communicates with clients and other key external stakeholders. ParkMobile engages third parties, vendors, and enforcement providers in order to triage and resolve issues.

D2. Describe their integration approach to sending configurations including: rates by zone and space, configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, "lockout" periods, validation/coupon codes, etc.) to all MPP System Partners.

Once an integration has been established with MPP System Partners, the approach to sending configurations to each Partner is the same.

With ParkMobile 360, staff administrators have role-based access to make changes to parking rates by zone and space and configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.).

ParkMobile understands our clients need to be in control of rates and policies, and ParkMobile 360 gives complete control of complex rates, time limits, and policies. In addition, ParkMobile 360 gives you a complete view of rates and policies across multiple locations. You can quickly apply policies from one location to another without having to rebuild a location's rate structure.

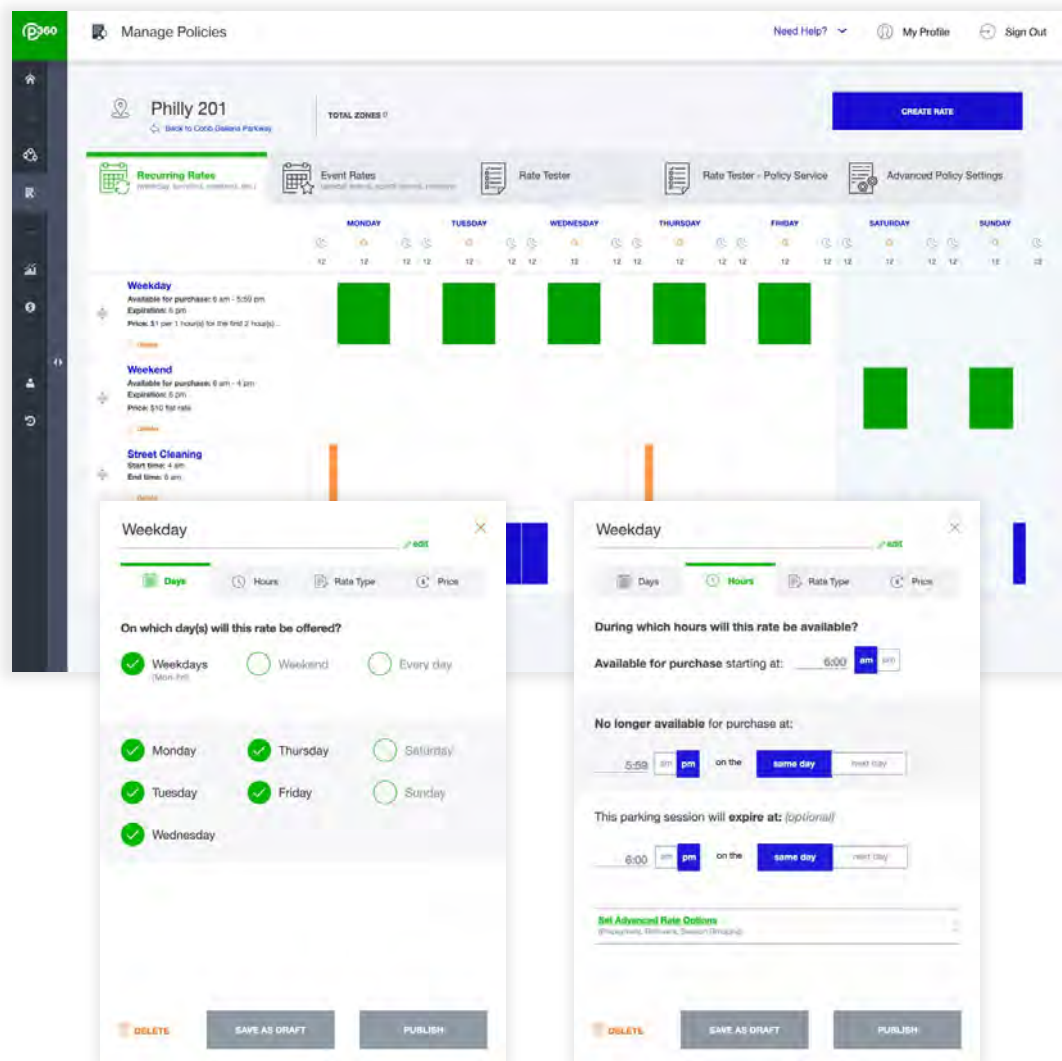


Figure – ParkMobile 360's Rate and Policy Management Tool

ParkMobile 360 provides the following features:

- **Calendar View:** ParkMobile 360 shows you daily, weekly and monthly calendar views of all your parking policies, making it easy to visually see all your parking rates and make the necessary adjustments.

- **Rate Creator:** With ParkMobile 360, you can quickly create and import rates for specific days, weeks or months. If you have a festival, street cleaning or weather event, you can change and update your rates across different locations.
- **Policy Management Across Locations:** ParkMobile 360 gives you a complete view of rates and policies across multiple locations. You can quickly apply policies from one location to another without having to rebuild a location's rate structure.
- **Rate Tester:** Before you push out a rate change, ParkMobile 360 gives you the ability to test that rate to make sure it is working properly and avoid any potential customer service issues.

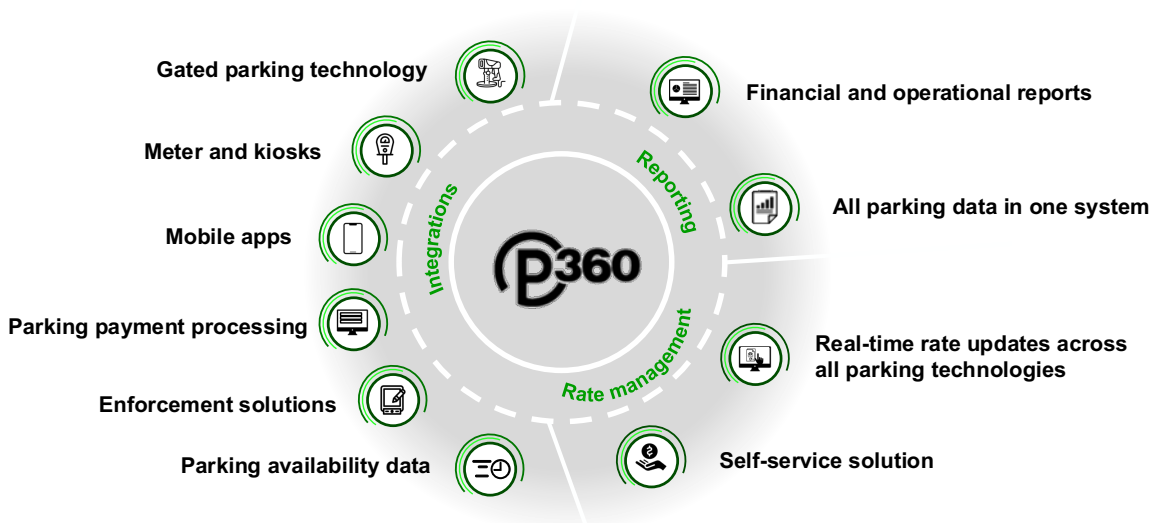
ParkMobile 360 supports extremely complex rate structures with multiple rates in effect at different times of day and days week, in addition to special event rates. ParkMobile 360 also includes a Rate Tester, which allows administrators to easily verify what rate customers would be charged on a given date, time, and location. This tool is extremely helpful to ensure rates are being displayed correctly and there are no gaps in the policies when there are multiple, overlapping policies in place.

Once rates and policies have been set, they are sent and applied to each System Partner's meters, kiosks, etc.

D3. To support the deployment of multiple MPP Systems through a centralized consolidated service, the following features are requested. Please describe and confirm your ability to provide the following:

D3.1. One interface between the MPP System Integrator and the City sub-systems including but not limited to handhelds, LPR, citation and permit management systems, using industry standard secure communication methods and protocols. This means that all payments made through all MPP Systems shall be sent by the MPP Integrator to the City's sub-systems through a single integration.

ParkMobile 360 Operations Management Platform



ParkMobile360 is a robust back-office management and reporting tool that gives the City all the necessary tools and data to manage its entire parking ecosystem. By providing a single platform

to manage rates, policies, and inventory for all system assets, ParkMobile reduces the overhead of managing the items across multiple backend systems.

ParkMobile 360 is able to serve as the one interface between our solution and the City's sub-systems including but not limited to handhelds, LPR, and citation and permit management systems, using industry standard secure communication methods and protocols. This means that all payments made through all MPP Systems will be sent by ParkMobile 360 to the City's sub-systems through a single integration.

D3.2. The Proposer shall provide a detailed narrative and chart depicting the flow of data, to describe how MPP Systems connect into your software and how your software integrates (as applicable) with the following parking technology:

D3.2.1. Flowbird CWT Touch pay-by-plate pay stations

D3.2.2. MacKay mkBeacon single space smart meters

D3.2.3. MacKay mkBeacon dual space smart meters

D3.2.4. CivicSmart Liberty single space smart meters

D3.2.5. POM APM single housing electronic meters

D3.2.6. AIMS citation management

D3.2.7. AIMS (Genetec hardware) LPR

D3.2.7.1. It is preferred that the MPP System Integrator PUSH parking session data to AIMS citation management and LPR using AIMS' open API. This configuration greatly reduces the lag of parking sessions. The Proposer shall describe how they can, or intend to, support this integration.

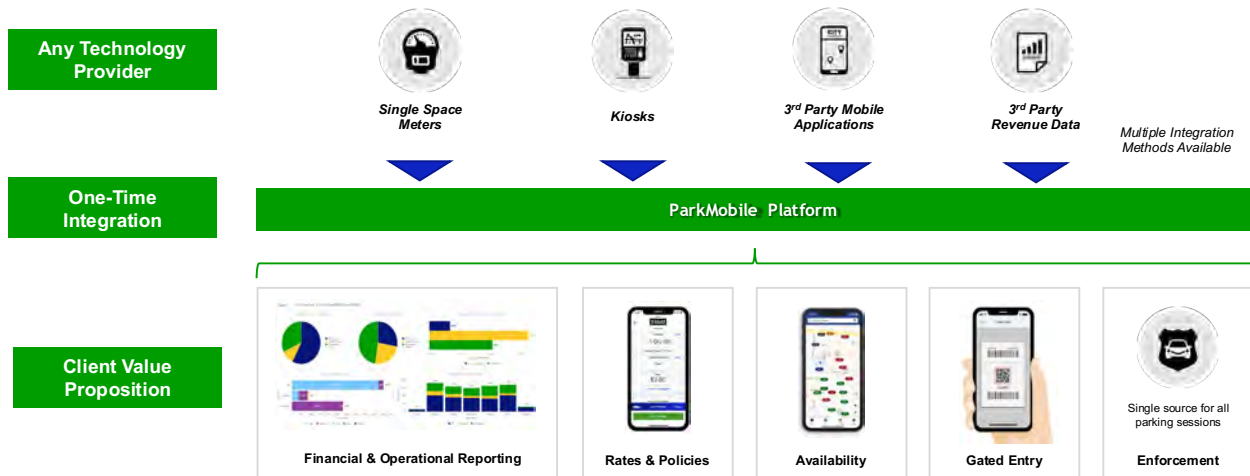
We have already established integrations with each of the listed parking technology providers.

Flowbird Pay-by-Plate Pay Stations/ MacKay, CivicSmart and POM Parking Meters Integrations

ParkMobile is already integrated with Flowbird, MacKay, CivicSmart, and POM in many cities across the US. Parking session and payment data from each pay station and meter will be sent to ParkMobile 360.

An option available to the City that would need to be initiated from the meter provider(s) (MacKay, CivicSmart, and/or POM), is the ability to display meter payments onto the meter for an enhanced customer experience. To give the customer more peace of mind that their parking session is paid for, the meter they are parked at would indicate a payment has been made via mobile payment. There are disadvantages to this functionality though as, depending on the specific vendor, this feature can cause battery drainage and the vendor may choose to charge an additional fee.

A simple chart depicting the flow of data between the pay stations and meters is displayed below.

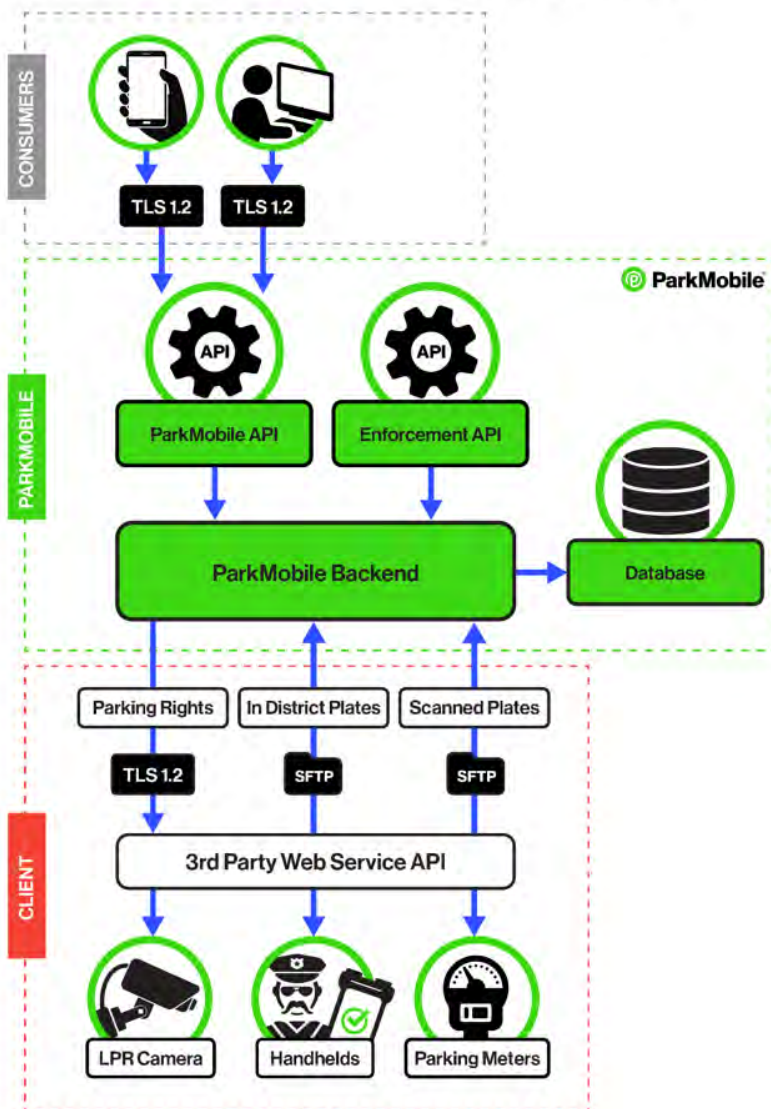


AIMS Integration

ParkMobile has an active integration directly with AIMS for enforcement where we communicate transactions for enforcement and reporting purposes for multiple clients. One such example is Morgantown WV. The Morgantown Parking Authority has been a client of ParkMobile for more than 4 years and has seen great success in their smart parking program.

ParkMobile also provides all of our clients with a free enforcement tool called "nForce". This tool is a web enabled link that allows authorized enforcement officials to verify parking credentials in real-time in the field. This can be used in conjunction with integrated enforcement systems with handheld devices or as a standalone enforcement solution. The administrator can search by zone number or by license plate number to verify a vehicle is valid.

The below graphic shows the process flow of this information.



For the data contained in nForce to display in the AIMS enforcement software, we will establish the integration via the nForce API. Once an integration has been established, data can then be sent to AIMS in real-time.

D3.3. Integration with wayfinding, mapping and/or vehicle guidance systems to promote parking availability and associated payment upon parking.

ParkMobile supports a variety of features related to wayfinding.

We have a brand new integration with Google Maps to allow customers to pay for parking directly from the Google Maps app. To make a payment, the customer taps the "pay for parking" button from driving navigation in Google Maps. They are then taken directly to a ParkMobile section in the Google Pay app.

The Find My Car feature in the ParkMobile app includes an integration with Apple Maps, Google Maps and Waze to direct users back to their car.

We also have active integrations with CivicSmart and INRIX to provide parking availability data within our mobile app. When it comes to availability of parking, it's often about physical occupancy data obtained via third-party hardware and obtained through separate contracts with City.

D3.4. The Firm may be required to provide data and integration with the City's Esri ArcGIS. The MPP System needs to be able to pass all relevant information (latitude/longitude, polygons, zone, or space number, etc.) to the GIS server via REST API.

If required to provide data and integration with the City's Esri ArcGIS, we can establish this integration through the ParkMobile Developer's portal. Once the integration is setup, transaction information will be passed to the GIS server via the REST API.

D4. Describe approach to work with MPP System Partners to provide the same numbering sequence used by each MPP System provider.

We have deployed a zone and/or space-based numbering system for hundreds of cities across the US and will use the same approach for Spokane as we work with each Partner to establish the same system.

The main deliverable for this deployment is the zone and rate structure (ZAR) document, which is an overview of all the inventory and assets where mobile payments will be offered. It is initially an Excel document that includes specifics about meter assets. Information like the location, street and block, the lot name and address, type of meter equipment, single space meter or multi space meter, meter/space count, or maybe there aren't any meters and mobile payments are going to be the only payment method available.

It is in this document where we will establish a numbering system and share the system with all partners. We will complete cross-checks with each partner before the system goes live to ensure entire system consistencies.

D5. Describe the signage and decal options and customization that is available to the City, including the recommended number of signs for the City's on-street infrastructure.

Signage and decal design is one of the most important aspects of a mobile parking program. Our team works directly with our clients to understand the equipment out in the field to come up with the best sign and decal package. We have a graphic design team in house creating our proofs and we are able to create different shapes and sizes to meet the needs of each individual client.

We are prepared to work with the City of Spokane to finalize a design the City is pleased with for the program. Please see below our initial sign designs for the City which reflect a multi-vendor program.



Mobile Payments

Choose an app below for contactless parking payments.

Mobile Apps Accepted:





ZONE 4146

Other Ways to Pay:



Scan to Pay at
ParkMobile.io
Guest Checkout Available

Text "Park" to 77223*



*Message frequency will vary. Message and data rates may apply. Reply HELP for help or STOP to cancel. ParkMobile.io/privacy-policy • ParkMobile.io/terms-of-use



ZONE 4146

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Pay to Park by App

Choose an app below for contactless parking payments.

Mobile Apps Accepted:





ZONE 4146



Pay to Park by App

Choose an app below for contactless parking payments.

Mobile Apps Accepted:





ZONE 4146

Other Ways to Pay

Scan to Pay at ParkMobile.io

Guest Checkout Available



Text "Park" to 77223*



*Message frequency will vary. Message and data rates may apply. Reply HELP for help or STOP to cancel. ParkMobile.io/privacy-policy • ParkMobile.io/terms-of-use

ParkMobile will provide the signage and decals and work with City staff to determine the number of signs and placement of signs as well. The City of Spokane staff will be responsible for installation of signs and poles. Typically, decals are placed on each individual parking meter and kiosk to ensure motorists are aware of the options available to them.

D6. Describe approach for providing flexible decals and signage capable of supporting a single vendor MPP System at launch and a multi-vendor MPP Systems in the future. If electing to provide updated or different signage and decals when the multi-vendor MPP Systems is launched, the MPP System Integrator will be required to provide these at their cost.

ParkMobile is committed to retaining maximum flexibility for our clients. Our main goal is to provide the services that the City of Spokane needs in order provide a successful and hassle-free parking program for their motorists, including a flexible and future-proof pay-by-cell platform upon which a best-in-breed transportation demand system can be built.

During launch as a single vendor MPP system, our in-house design team will work with the City to decide on signage design similar to those provided above, however, it will list the ParkMobile app as the only option available. If or when new vendors are introduced, ParkMobile will work with the partners to provide decals that incorporate multi-vendor MPP options to indicate the new range of options available, at no additional cost to the City.

Proposal Section #3: Management Proposal

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

ParkMobile has been the leader in providing mobile parking application solutions to municipalities and universities in North America for over 10 years. We understand each client has unique needs and we can address those needs through our long history of successful deployments. The goals of the Spokane directly align with ParkMobile's mission statement which is to "power smart mobility for every driver and vehicle, everywhere." We do this by creating innovative solutions that connect parking and mobility ecosystems, thereby eliminating friction and maximizing convenience and efficiency.

Ultimately, ParkMobile's capabilities enable Spokane to fully bridge their on and off-street parking operations and provide a seamless, contactless experience for patrons regardless of when and where they're parking. ParkMobile is the only mobile parking provider that truly offers consumer choice whether you are a ParkMobile customer or not. It's the most efficient way of achieving multi-vendor through consumer choice without having to manage multiple vendors.

ParkMobile is specifically focused on the consumer-facing side of parking operations and we bring the largest customer base in the United States with over 26 Million drivers using our app. Our narrow focus also enables a high level of expertise in the nuances of driving mobile app adoption for municipal parking operations. We find users simply want the payment method that is the easiest to use, offers the best features, and is available in the widest number of locations. For drivers in the United States, that is ParkMobile.

Project Team

ParkMobile's entire team works to deliver the very best mobile parking platform at a reasonable cost to our public and private sector partners. Below is a detailed overview and resume of each project team member, as well as a link to each team member's LinkedIn profile.

Garett Snook, Director of Implementations

LinkedIn: <https://www.linkedin.com/in/garett-snook-9bb69b46/>

No other company has the experience in successfully configuring and launching mobile payment programs or transitioning a market to use of an app than ParkMobile. Garett has been directly involved or has overseen every launch since 2010. Garett directs ParkMobile's deployments across North America from his remote office in Michigan and his team will ensure the City's mobile parking platform has a successful launch. Garett has been with ParkMobile for over ten years and has extensive experience managing large municipal deployments. Garett will devote as much time as required by the City, including onsite coordination to support deployment efforts.

We have included Garett's resume immediately after this page for the City's review.

Garett R. Snook

3775 Eton Place
Saginaw, MI 48603
(989) 245-6718
garett.snook@parkmobile.io

PERSONAL PROFILE:

- Experience in variety of fast-paced environments requiring high level of professionalism, customer service, efficiency and high attention to detail
- Extremely hard worker, going the extra mile to accomplish each and every job
- Problem solver with an analytical mindset focused on getting any task done
- Demonstrated success with managing and leading individuals and team members to achieve or exceed goals

WORK EXPERIENCE:

ParkMobile, LLC – Atlanta, GA

Director, Implementations

4/2012 - Present

- Manage implementations team to successfully deploy mobile app product
- Supervised, trained, managed, and delegated responsibilities among team members
- 130+ new accounts launched annually by team (60+ individually annually)
- Developed implementation process to efficiently onboard new accounts
- Employee of the Year 2019 and Employee of the Month October 2019
- Launched product in major municipalities including Minneapolis, Philadelphia, Pittsburgh, Milwaukee, Fort Worth, Columbus, El Paso, St. Louis, and Jersey City amongst others

Implementations Manager

5/2010 – 4/2012

- Project Manager for implementations with transit authorities, municipalities, and private operators across United States
- 100% successful implementation rate
- Managed projects from remote locations showing a high level of cost savings
- Account Manager after implementation maintaining outstanding relationships with clients
- Trained clients on multiple software products, reporting, and financial tools
- Showed great initiative with sales even though not part of job description with successfully implementing those cities sold to

Heritage High School – Saginaw, MI

Head Coach Boys Swimming

11/2009-04/2018

Assistant Coach Boys Swimming

11/2005-03/2009

- Built program into team with state qualifiers every season
- Enthusiastic, motivational, and inspiring coach dedicated to make an impact on every individuals life
- Supervise and mentor team of 20-30 swimmers; organize and run daily practices, analyze swimmer strokes, evaluate performance and determine lineup for meets
- Utilize in-depth knowledge of competitive swimming skills to manage, motivate and mentor each swimmer to accomplish the best of their abilities
- Manage all swim fund finances with general ledger including fundraising revenue and expenses for apparel and banquets
- Responsible for safety and well-being of all team members during practices, meets and travel

EDUCATION:

Northwood University – Midland, MI

Bachelor of Business Administration – Accounting

Cumulative G.P.A.: 3.85/4.0

May 2010

Delta College – University Center, MI

Associate of Arts – Accounting

Accounting Certificate of Achievement

Liberal Arts – MACRAO Advanced Certificate

Cumulative G.P.A.: 3.6/4.0

December 2009

Kristen Locke, CAPP, Senior Regional Sales Manager

LinkedIn: <https://www.linkedin.com/in/kristen-locke-capp-b6b889b2/>

Kristen is the City's direct point of contact for details on all of ParkMobile's mobility solutions. Kristen is the main point of contact throughout the project and will be readily accessible to the City team and ready to coordinate with staff on ParkMobile's platform project. Kristen is a Colorado resident and has been active in the parking industry for 13 years starting her parking career in municipal operations at City of Fort Collins. Kristen came to ParkMobile in 2018 after 8 years at T2 Systems building her knowledge of the parking operations, integrations and software configuration. Kristen serves on the PIPTA (Pacific Intermountain Parking and Transportation Association) Board of Directors as the vendor liaison for sponsorships. The communications and interactions Kristen fosters with all vendors in the industry will benefit the City and achieve the intended result for this project. Kristen will be available for onsite coordination and support during implementation and can be reached at kristen.locke@parkmobile.io and at 970-988-3755.

We have included Kristen's resume immediately after this page for the City's review.

KRISTEN LOCKE, CAPP

5536 West County Road 54 E Bellvue, CO 80512
970.988.3755 ▪ kristenlocke@gmail.com

A self-motivated individual with demonstrated strengths in consultative sales. Focused on outstanding customer service by providing the best solutions. Excellent in establishing and maintaining strong working relationships with customers, co-workers and superiors. Passionate about training, sharing knowledge and supporting others.

CORE STRENGTHS

- Customer Service and Client Relations
- Solution Selling
- Problem Identification and Solutions Development
- Time and Multiple Task Management
- Critical, Analytical Thinking and Idea Generation
- Communication and Interpersonal Skills

PROFESSIONAL EXPERIENCE

ParkMobile LLC., Atlanta, GA (Remote)

Senior Regional Sales Manager. July 2018 to Present

- New business development for ParkMobile services in Western North America.

T2 SYSTEMS INC., Indianapolis, IN (Remote)

Territory Manager. January 2018 to July 2018

- Primary relationship management for over 90 accounts in central and eastern United States
- New business development for new clients and existing clients focusing on T2 Systems' permits and enforcement product line
- Team leader managing and supporting accounts working closely with junior Core Technology Account Manager
- Responsible for training Core Tech Account Manager role

T2 SYSTEMS INC., Indianapolis, IN (Remote)

Enterprise Account Manager. January 2016 to January 2018

- Executive relationship management of over 55 enterprise level accounts in southwestern United States
- New business development with existing clients adding-on new solutions and services
- Subscription renewal negotiation and management

T2 SYSTEMS INC., Indianapolis, IN (Remote)

Product Consultant. April 2015 to January 2016

- Provide product demonstrations and technical expertise to support the T2 Sales team with new logo and existing customer product sales. Review customer business processes and complete process and scope documentation for potential product sales.
- Assist the Sales team in submitting comprehensive Request for Proposal bids including technical and security specification requirements. Provide product presentations for RFP selection committee.
- Maintain accurate tracking of activities surrounding the sales process and customer communication.

T2 SYSTEMS INC., Indianapolis, IN (Remote)

Technical Support Analyst. Sept. 2013 to April 2015

- Maintain in-depth technical knowledge of all T2 Solutions in order to support customers effectively and efficiently. Act as customer advocate to Product Management and Development. Communicate with Quality Assurance to report bugs then test patches and hot fixes prior to deployment in production environments.
- Prioritize shifting workload to ensure that all situations are addressed in a timely manner. Maintain multiple internal systems while communicating with customers and troubleshooting various issues. Manage customer expectations to ensure satisfaction with products and final resolution of support request.
- June 2014 Concierge Support Pilot Program – Key team member providing enhanced support to special accounts by becoming primary support contact. Intimately working with account contacts to provide concierge level support and comprehensive understanding of their use of T2 Solutions.

T2 SYSTEMS INC., Indianapolis, IN (Remote)

Product Support Specialist. Sept. 2010 to Sept. 2013

- Provided customer service and product support to customers utilizing the parking solution software package. Effectively addressed client issues/questions quickly and efficiently. Proactively and aggressively pursued information, documentation, and training that resolved problems and prevented further complications.
- Analyzed and determined the proper escalation for support, assuring that all the necessary information is available to resolve the issue in question. Maintained clear and comprehensive documentation of cases submitted by customers including proposed solutions attempted to resolve the problem and final resolution.

PROFESSIONAL EXPERIENCE (Continued)

COLORADO 8TH JUDICIAL DISTRICT PROBATION DEPARTMENT, Fort Collins, CO

Support Services. June 2010 to Sept. 2010 / **Deputy Probation Officer.** Jan. 2010 to June 2010

- Administrative support to Probation Department completing intake of Probation clients and assigning clients for supervision by probation officers.
- Worked alongside Probation Officers in supervising client's specifically adult intensive supervision probation through prison diversion. Completed necessary paperwork and data entry to maintain accurate records.
- Commended for excellence in performance delivery. Awarded with the "8th Judicial District Deputy Probation Officer for Spring 2010" recognition.

CITY OF FORT COLLINS PARKING SERVICES, Fort Collins, CO

Customer Service Representative II / Parking Attendant. March 2007 to June 2010

- Entrusted with the processing of all City of Fort Collins Parking Citations. Provided excellent customer service to customers during daily transaction and quick and effective solutions to customer problems and challenges.
- Assisted supervisory Parking Services staff in all special projects. Selling permits for City parking locations and maintained renewal records for permits. Collected Parking Fees in City Parking Structures.

EDUCATION AND PROFESSIONAL DEVELOPMENT

UNIVERSITY OF WYOMING, Laramie, WY

Bachelor of Arts, Criminal Justice and Anthropology. 2007

INTERNATIONAL PARKING & MOBILITY INSTITUTE (IPMI)

CAPP Program, Parking and Transportation. 2019

David Holler (On-Street Project Executive), VP Sales

LinkedIn: <https://www.linkedin.com/in/david-holler-b9690b23/>

Dave leads ParkMobile's Regional Sales Team responsible for municipal and campus markets. He and his team work directly with ParkMobile's public and private sector partners to deliver our best-in-breed mobility solutions. Dave has worked in the parking and mobility industry for 13 years, with a focus on helping municipal clients utilize technology to help solve their parking problems. Dave is based in NY and will be available either onsite or virtually for shortlist presentations, contract negotiations and ongoing client meetings.

We have included Dave's resume immediately after this page for the City's review.

DAVID L. HOLLER

(914) 843-2632 • david.holler@parkmobile.io

VICE PRESIDENT OF SALES

Dynamic sales executive with over 15 years of solid experience leading sales teams and exceeding sales goals for highly technical products and services in parking technology, fintech and healthcare.

PROFESSIONAL CAREER & KEY ACHIEVEMENTS

Parkmobile, LLC – Atlanta, GA

December 2017-Present

Vice President, Sales

- Responsible for revenue growth and achieving sales quota for on demand mobile payments business—leading a team of 4 Regional Sales Managers.
- Attend parking and municipal trade shows, present to large groups, draft proposals, quotes and oversee RFP responses and contract process.

T2 Systems – Indianapolis, IN

February 2015-December 2017

Northeast Regional Sales Manager

- Responsible for growth of multi-space parking meters, BI data analytics tool, PARCs and enforcement product line revenue in the Northeast via direct and channel sales.
- Attended trade shows, presentations and industry events.

Startup Consulting-Mobile App

August 2014-February 2015

New York, NY

- Short term project assisting parking app start up with building out sales team and establishing municipal client base.

Complus Data Innovations, Inc. – Tarrytown, NY

January 2007-August 2014

Vice President of Sales and Business Development

Director of Sales and Business Development

- Responsible for putting together formal RFP responses, informal proposals and multi-year contracts for municipal parking enforcement software and hardware.
- Responsible for leading client presentations to local government groups including City Council meetings and presentations to high level municipal decision makers.
- Attend State, Regional, National and International trade shows for law enforcement, municipal, finance and parking trade groups.
- Established corporate social media presence, Search Engine Optimization efforts and oversaw traditional marketing, promotion and advertising campaigns.

PDI Inc. – New York, NY

November 2003-December 2006

GlaxoSmithKline

Pharmaceutical Sales Specialist

- Responsible for the promotion of respiratory, urology and neurology products to general practitioners.

AstraZeneca

Pharmaceutical Sales Specialist (Respiratory/Cardiovascular/GI)

- Promoted blockbuster cardiovascular and gastrointestinal brands to cardiologists and gastroenterologists.

Mellon HR Solutions/PriceWaterhouseCoopers – Fort Lee, NJ

July 2001-August 2002

Communications Analyst

- Interfaced with Fortune 500 client on the selection and communications of employee benefit plans for over 50,000 bargained and non-bargained employees and retirees.

Freelance Copywriter – New York, NY

July 2000-November 2003

- Developed creative strategy for ad campaigns and wrote copy for web content, corporate brochures, multimedia presentations and print campaigns for clients in fashion, medical devices and technology.

EDUCATION:

Keuka College

Bachelor of Science Degree in Marketing

ACTIVITIES:

Men's Lacrosse Team

Students in Free Enterprise

VOLUNTEERING AND ORGANIZATIONS:

Rye Little League

Rye Youth Lacrosse

Rye Fish and Game Club

Rye Presbyterian Church

Campbell Reiter, Product Manager

LinkedIn: <https://www.linkedin.com/in/campbell-reiter-57118295>

Campbell joined ParkMobile in May 2019 and has been the lead for our ParkMobile360 product platform. Campbell brought innovation and efficiencies to Amazon's managed transportation program, reducing network costs by building reporting and automated processes. Residing in Atlanta Campbell owns the roadmap for our PM360 platform and works closely with our clients, development and additional stakeholders to ensure PM360's success.

We have included Campbell's resume immediately after this page for the City's review.

Campbell Reiter

860 Peachtree St NE
Unit 1906

Atlanta, GA 30308

(617) 309-7713

campbell.a.reiter@gmail.com

Work Experience

Product Manager | ParkMobile

May '19 – Present

- Own the roadmap for PM360, an easy to use self-service portal for ParkMobile's clients and Implementations team
- Gain insights directly from clients and usage data of over 1,200 PM360 users to make strategic prioritization decisions
- Manage the backlog and all scrum ceremonies for 14 developers on the data services and self-service portal front end teams
- Facilitated effective conversations with internal stakeholders to diagnose pain points and design practical solutions

Product Manager | Amazon Transportation

August '17 – May '19

- Improved asset utilization and placement by partnering with Research Scientists to build optimization models
- Built reporting and automated processes through SQL, R and Tableau to increase visibility into asset usage
- Assisted in over 100% growth of the Amazon Managed transportation program, reducing network costs by \$800k per week and increasing the Amazon Fleet to over 10K trailers

Retail Analyst | Fabric.com (Amazon)

July '16 – August '17

- Created a Shiny platform which helped buyers evaluate new products
- Owned the pricing strategy for the entire business, including a Buy More, Save Move program which increased purchased quantities per order and increased overall profits by \$12MM per year

Investment Analyst | DC Energy

July '15 – June '16

- Did extensive data analysis using RStudio and MySQL to strategically invest in the PJM FTR Market as well as trade LMPs with counterparties
- Gained experience creating web applications in PHP and Shiny

Technical Skills

SQL, R, Shiny, Python
Aurora MySQL, Snowflake
Looker, Tableau
JIRA, Confluence
Microsoft Office Suite

Education

Carnegie Mellon University
Pittsburgh, PA 15213
BSA in Mathematics and Vocal Performance
Minor: Computational Finance
GPA: 3.76 out of 4.00
Graduation: May 2015

Certifications and Awards

Certified Scrum Product Owner, *January '20*
Google Analytics Certification, *December '19*
Graduation with University Honors, *May '15*
Phi Beta Kappa, *Fall '14*
Lauren N. Eshbaugh Memorial Award, *Spring '13*
Dean's List, *Fall '11 - Spring '15*

College Leadership

VP of Recruitment | Alpha Chi Omega

January '13 – December '13

- Organized and planned the Fall Formal Recruitment Process for my chapter
- Managed a \$2,500 budget
- Planned rehearsals for skits, speeches, and other preparations, and ran the recruitment events themselves
- Served on the Collegiate Recruitment Information Board in charge of membership selection

Donnie Senterfitt, Field Marketing Manager

LinkedIn: <https://www.linkedin.com/in/donniesenterfitt/>

Donnie has over 15 years of marketing experience in both professional services and technology companies. At ParkMobile, Donnie works with all new clients to implement the marketing plans, as described in this proposal. ParkMobile has seen the highest adoption of mobile payments for parking utilizing our launch marketing plan and these plans will be implemented with all payment vendors chosen by the City to provide an equitable adoption approach that is approved by the City. Donnie will work with the City and the vendors to promote awareness of the payment methods available and promote adoption of the mobile payment program, ensuring continued growth and success for the payment applications chosen by the City. Donnie resides in Atlanta, working from our corporate office and will be available onsite or virtually for meetings during implementation and in preparation for deployment.

We have included Donnie's resume immediately after this page for the City's review.

OLIVIA DONNIE SENTERFITT

Atlanta, GA 30317

www.linkedin.com/in/donniesenterfitt/

PROFESSIONAL EXPERIENCE

ParkMobile, Atlanta, GA

2018 – Present

FIELD MARKETING MANAGER, B2B and B2C

- Works with all new clients/markets to develop and execute a customized marketing plan for launch.
- Serves as the liaison between client, implementations, and digital marketing teams to plan and execute customer engagement campaigns, including email, social, and website best practices.
- Writes and distributes national press releases for all new market launches.
- Supports lead generation through field marketing programs and custom email campaigns around events.
- Manages approximately 60 regional events and large tradeshows annually from concept to completion, including staffing, budgeting, logistics, collateral, booth graphics, and pre-show, at-show, and post-show marketing for all events.
- Works closely with the sales team to develop SLA's to drive customer engagement and develop effective programs to drive sales and market share.
- Communicates event results to stakeholders and tracks campaigns and leads in Salesforce to measure ROI.
- Works with key clients on ongoing initiatives and promotions to drive continued growth.
- Selects and negotiates all print advertisements in top industry publications.
- Sources, selects, orders, and maintains inventory of all branded items and apparel.
- Manages the field marketing associate, seasonal interns, contractors, and creative agencies.

Avitru, Atlanta, GA

2017 – 2018

MARKETING MANAGER, Generalist

- Worked with CMO and sales leadership to develop and execute the company's annual marketing plan.
- Managed customer marketing, including developing a customer advisory board, a win/loss program, customer testimonials, and case studies.
- Managed partner marketing, including working with strategic partners to collaborate on marketing plans and co-marketing opportunities, attending partner meetings, and assisting with social media, blogs, webinars, and the promotion of all marketing initiatives.
- Led all tradeshows from concept to completion, including budgeting, logistics, collateral, booth graphics, and pre-show, at-show, and post-show marketing for all events.
- Debriefed sales team to prepare for booth presence, agendas, social media, hospitality, and messaging at events and hosted kick-off calls and event recap calls to gain feedback.
- Communicated event results to stakeholders and tracked campaigns and leads in Salesforce to measure ROI.
- Maintained a close relationship with sales to develop SLA's to drive customer engagement and develop effective programs to drive sales and market share.

PGi, Atlanta, GA

2014 – 2017

FIELD MARKETING MANAGER, Demand Generation

- Planned and managed quarterly regional field hospitality events to stimulate pipeline activity with customers and prospects. In 2016, hospitality events contributed \$500K in pipeline and \$124K in closed won revenue.
- Managed tradeshow and regional events that influenced \$3.68M in pipeline and \$913K in closed won revenue in 2016.
- Researched and recommended event sponsorship opportunities for the annual marketing plan to build awareness and lead generation.
- Managed budgeting, logistics, collateral, booth graphics, and pre-show, at-show and post-show marketing for all events.
- Debriefed sales team to prepare for booth presence, agendas, social media, hospitality, and messaging at events and hosted kick-off calls and event recap calls to gain feedback.
- Communicated event results to stakeholders and tracked campaigns and leads in Salesforce to measure ROI.
- Hosted quarterly regional hospitality events to stimulate pipeline activity with customers and prospects.

Arkadin, Atlanta, GA

2013 – 2014

MARKETING AND SALES SUPPORT/OFFICE MANAGER

- Supported sales team with organizing and planning meetings and events.
- Supported the marketing department with event and trade show logistics and collateral.
- Managed daily operations of the Atlanta office (NA Corporate Headquarters).
- Established and maintained vendor relationships and vendor accounts.
- Worked with Finance in reconciling corporate expenses and controlling travel and operations expenses.
- Administrated the Concur travel and expense tool used for all North American employees.
- Supported HR in relocation of employees and new hire set up.

HSNO Accountants, Atlanta, GA

2005 – 2012

MARKETING MANAGER/ACCOUNT MANAGER

- Analyzed market and identified untapped opportunities for building legal clientele.
- Built, maintained, and managed client base through various communications and networking.
- Attended industry-related events and for business development with current and potential clients.
- Developed and maintained database of clients and contacts.
- Planned, organized, and managed outside events.
- Managed all media communications, including ad placement and industry-specific media relations.
- Managed all promotional material, including artwork, layout, editing, and proofreading, prior to release.
- Organized and planned sponsorships and continued education for current and potential clients.

EDUCATION & CERTIFICATIONS

Bachelor of Business Administration, Marketing, Georgia State University – J. Mack Robinson College of Business, Atlanta, GA

TECHNICAL SKILLS

MS Word, MS Excel, MS PowerPoint, MS Outlook
SFDC, Mailchimp, Eloqua, SalesFusion, HubSpot

Brooke Feldman, Director of Account Management

LinkedIn: <https://www.linkedin.com/in/brooke-feldman-79b7b215/>

Brooke joined ParkMobile in 2015 and leads the Account Management team that is responsible for helping ParkMobile's clients optimize their mobile payment programs. Brooke works with ParkMobile's most complex and forward-thinking clients enhance and grow their mobile payment programs. Prior to ParkMobile, Brooke worked in project management for the U.S. Department of Housing and Urban Development. She received her BA and MPA from the University of Georgia and resides in Atlanta. Brooke and team will be actively engaged with the City throughout the life of the contract.

We have included Brooke's resume immediately after this page for the City's review.

BROOKE GERBER FELDMAN

294 Prospect Pl. NE, Atlanta, GA 30312 • brooke.feldman@parkmobile.io • 229.403.4226

PROFESSIONAL EXPERIENCE

ParkMobile, LLC

Atlanta, GA

Director of Account Management

Jan 2018-Present

- Lead 9-person account team responsible for retention and incremental revenue growth of +1000 ParkMobile clients across all product verticals
 - +99% annual client retention rate
 - Outperformed annual revenue targets 2017, 2018, 2019
- Liaise between client base and cross-functional internal teams to inform product strategy and drive growth opportunities, providing industry expertise within the business

Senior Account Manager

Nov 2016-Jan 2018

- Led Account Management team of three directs through period 126% growth in ParkMobile users over two years
- Directly managed top tier client book of large municipalities including New York City, NY, Washington D.C., Miami Beach, FL, and Philadelphia, PA with 100% retention.
- Leveraged and coordinated resources across ParkMobile departments to implement client initiatives
- Awarded 2018 ParkMobilizer of the Year for demonstration of company Core Values (1/6 awardees)

Account Manager

July 2015-Nov 2016

- Managed regional account book of \$12MM annual revenue with 100% client retention
- Built and maintained client relationships; served as a trusted account advisor
- Maximized clients' Parkmobile programs through expanded use of current products and direct sales of new product verticals
- Responsible for performance of assigned accounts, implementing growth strategies and coordinating responsive support to address any issues
- Developed written and visual client-centric presentations and communications

U.S. Department of Housing and Urban Development

Helena, AR

Project Manager

June 2013-July 2015

- Managed local administration of \$1.9 million Department of Housing and Urban Development (HUD) Rural Innovation Fund (RIF) grant
- Accelerated grant investment from less than \$100,000 year one to \$1.5 million by year three
- Directed design, marketing and implementation of three new incentive programs under HUD RIF:
 - Job creation: Exceeded job creation target by 22%
 - Downtown development: Exceeded commercial and residential unit creation target by 31% and raised additional \$1.2 million in downtown investment
 - Public servant home purchase: Ongoing program at time of job transition
- Led HUD RIF publicity efforts, resulting in local, state and national media placements, including CNN Money, Arkansas Business, and Arkansas Democrat Gazette
- Coordinated program evaluation and ensured compliance with HUD budget, reporting requirements

EDUCATION

The University of Georgia, 4.00/4.00 GPA

Athens, GA

Master of Public Administration,

UGA School of Public and International Affairs

- Awarded Research and Teaching Assistantship in the Department of Political Science

The University of Georgia, 3.96/4.00 GPA

Athens, GA

Bachelor of Arts in Journalism

Grady College of Journalism and Mass Communication

Graduated with Summa Cum Laude honors

Dee Quilliams Senior Director, Member Services

LinkedIn: <https://www.linkedin.com/in/dee-quilliams-0a86822/>

Dee Quilliams joined the ParkMobile team in 2010, when ParkMobile first launched in the U.S., and leads the Member Services team remotely from Alabama. Dee is responsible for managing the day-to-day inquiries from ParkMobile users. Dee's team will be responsible for ensuring the high customer satisfaction for the City's platform.

We have included Dee's resume immediately after this page for the City's review.

OLIVIA DEE QUILLIAMS

1800 Crabtree Rd, Apt 704
Tuscaloosa, AL 35405

E-mail: dee.quilliams@charter.net

Cell: 678-231-5754

Team-builder with track record of implementing tools and systems to drive efficiencies, quality, customer satisfaction, and cost savings. Twenty-one years of experience in multiple management and leadership roles including customer service, operations, research & data analysis, client and account management, and cross-functional strategy. Proven talent for developing strong teams and orchestrating adoption of critical processes. Successful in reversal of lagging metrics in order to deliver world-class customer service while increasing employee job satisfaction and engagement within dedicated teams and across the organization.

STRENGTHS AND EXPERTISE

Team-building	Operations Management	Technology Implementations
Training	Partner & Vendor Management	User Interface & UAT
Customer Satisfaction	Account Management	Talent Sourcing & Onboarding

EXPERIENCE OVERVIEW

Senior Director, Member Services

ParkMobile, LLC, Atlanta, GA

February 2010 - Present

Provider of parking payment solutions and other mobility services in the US, primarily allowing our customers to locate, reserve and pay for parking via mobile device. Technology used by 18+ million users in 3000+ locations across the country, including 7 of the top 10 cities as well as college campuses, airports and stadiums.

Promoted from Operations Manager to Member Services – Manager, Director, and Senior Director.

- Provide omnichannel support (phone, chat, web, email, app review, and social media) with average of 26,000 inquiries per month, while meeting key metrics for ASA, Abandonment, Answer Rate, SLA and maintaining an average CSAT rating of 92%.
- Leadership of internal Tier 2 customer service team: 14 agents, 1 supervisor and 2 managers.
- Manage partnership with outsourced call center with 45-person team, including agents, team leads, supervisors, QAs and team manager.
- Recipient of The Stevie Awards for Customer Service Team of the Year (2019).
- Created candidate screening & scoresheet to ensure quality and consistency in recruiting efforts
- Hired 63 reports over 10-year tenure, from talent-sourcing, screening, interviewing, to offer determination.
- Facilitated the successful transition of 9 top performers into promoted roles in various other departments.
- Devise annual personal and professional goals with all direct and indirect reports, and create realistic individual development plans and career pathing.
- Implemented monthly performance appraisal scorecards and incentive program to reward top performers, motivate, and drive improvements.
- Organized and implemented strategic plan to improve Better Business Bureau rating and profile. Improved from an F to an A+ rating in 6 months and received accreditation.
- Drive self-service by creating and maintaining robust Help Center content with ~1,400 internal and customer-facing knowledge base articles.
- Coordinated and participated in efforts related to significant initial volume increases due to COVID-19. Includes: seamless transition of department to WFH. Received documented praise from the COO related to these efforts: “How effective the operation was and how many folks from other teams were willing to join in to help are a testament to Dee's leadership.”
- Create numerous procedure and policy documents, including the department’s Work from Home Policy.
- Select and configure all phone platforms used to date (8x8, Five9, and Xcally) as well as our online Help Center, support ticketing and chat systems (Zendesk).
- Vetted and selected outsourced, near-shore, bilingual call center to provide Tier 1 customer service. Recognized by that company’s VP of Partnerships: “You should write a book or start a consulting service

on how to deliver the best customer service.” Regarding the same initiative, recognized by CEO: “You are awesome! You are setting us up for success in the future.”

- Negotiate and renegotiate service contracts with vendors utilized by customer service team.
- Formed Member Services department with three existing employees in other roles. Created all processes, procedures, verbal scripting, written responses, and forecasted headcount needs for upcoming volume increases due to customer adoption and additional major clients.
- Developed training materials and user guides for three of our native applications/platforms. Delivered training to customer service new-hires for first five years, with 90% average end-of-training score.
- Reduced outsourced call center costs by 70% by reviewing and suggesting changes to the IVR system to improve call flow, options, functionality, and overall experience.

Director, Market Research

Hand Properties, Inc. Atlanta, GA

October 2007 - February 2010

Turn-key real estate development firm serving small retail companies and large corporations. Services range from debt and equity placement, site selection, permitting, to construction and lease management.

- Built retail profiles and success matrices to assist clients when preparing to enter new markets.
- Performed detailed demographic analysis of potential sites, neighborhoods, and cities to ascertain likelihood of site selection by retail clients.
- Developed customized location and site maps to assist with site selection determinations.
- Assisted with the closure of three of the most profitable and high-optics development deals – Publix-anchored shopping center in Georgia, a Tractor Supply Co. store in Texas, and a four-store multi-state deal with ALCO in the Midwest.
- Created company’s written correspondence, and performed contract and addendum edits, and the presentation of exhibits, maps, criteria, permits, licenses, and other supporting documentation.

Operations Manager

Forrer & Associates, Inc., Atlanta, GA

October 2006 - October 2007

Executive search firm providing finance, audit, and audit placement services to private equity and venture capital funds, family offices and other publicly traded corporations.

- Support recruiting efforts – candidate sourcing, management of contracted roles throughout lifecycle, client communications, candidate support from resume writing to interview preparation
- Facilities and operations management for team of 8 executives and recruiters.
- Data analysis and maintenance, including transition to new candidate and lead database system

Operations Manager

Regus Group, Inc. (formerly HQ Global Workplaces) Atlanta, GA

February 1999 – October 2006

World’s largest provider of flexible workspace solutions, from virtual workspaces to leased offices. Network of over 3,000 business centers in 900 cities. Promoted from Client Services Specialist to Operations Manager.

- Provided wide range of client services including basic administrative tasks, bookkeeping, and technical support.
- Supported Business Center Manager with sales tours, marketing efforts, and reporting, and produced monthly billing for rent, telephony, technology, and additional services for 100+ clients.
- Prepared newly leased offices for occupancy, including arranging furniture delivery, office configuration, programming of telephony equipment, and preparation of informational packets.
- Trained new hires for my Business Center, as well as other nearby locations.
- Recognized as the “Make a Difference” award winner of the year for Atlanta area locations.

EDUCATION

UNIVERSITY OF ALABAMA, Tuscaloosa, AL. BS, Human Environmental Sciences, Concentration: Nutrition, May 1998. Dean’s List. Phi Upsilon Omicron Honor Society.

B. Include a list of contracts the Firm has had during the last three (3) years that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include Spokane City staff as references. The Firm grants permission to the City to contact the list provided.

There are not many cities in the United States that currently have a multi-vendor offering. However, many cities are actively exploring this option and we anticipate more cities to adopt a multi-vendor approach in the future. Two of our large multi-vendor clients are Asbury Park, NJ and Montgomery County, MD. You can read more information about those programs and an additional program in Pittsburgh below.

City of Asbury Park, NJ

1 Municipal Plaza, Asbury Park, NJ 07712

Contact: Michael Manzella, 732-502-5727

michael.manzella@cityofasburypark.com

The City of Asbury Park is a thriving community on the Jersey Shore known for its live music scene, art festivals and beaches. With over 16,000-year-round residents and a huge influx of thousands of shore visitors, parking is often in high demand and short supply. With over 3,000 on-street spaces, Asbury Park added ParkMobile as an additional payment option to the existing closed loop "Park Asbury" white label parking app and IPS multi-space meters in June 2019. ParkMobile has over 30 New Jersey municipalities and Asbury Park understood the benefits of tapping into the ParkMobile network for both residents and visitors that already have the ParkMobile app. As part of the setup, the existing Zone numbers were used for consistency and are the same for all vendors. Separate signage and decals were provided individually by each vendor. In addition, ParkMobile's integration with Vigilant Solutions is being used for license plate enforcement in Asbury Park.

Montgomery County, MD

100 Edison Park Dr., 4th Floor, Gaithersburg, MD 20878

Contact: Benjamin Morgan 240-777-8740

benjamin.morgan@montgomerycountymd.gov

Montgomery County is a busy suburban area just outside Washington D.C. The County initially launched another mobile payment vendor and later ParkMobile added as an option for a few off-street locations with single space meters. Montgomery County wanted to tap into the large network of users ParkMobile has in the DC Metro area with large municipal clients Washington D.C., Arlington, Annapolis and Prince George's County. After a successful initial launch of in Montgomery County, ParkMobile continued to expand to the County's remaining off-street locations and on-street single space meters. ParkMobile is now live at over 18,000 spaces throughout the County offering business continuity when the other provider ceased operation in May 2020.

Pittsburgh Parking Authority

232 Boulevard of the Allies, Pittsburgh, PA 15222

Contact: Dave Onorato 412-560-2511

donorato@pittsburghparking.com

Background: After receiving inquiries from residents requesting a pay-by-phone method and seeing the model operate well in other cities, the PPA issued an RFP nationwide. In 2015, the PPA added mobile parking payments with its launch of the Go Mobile PGH app, powered by ParkMobile. Customers can use the app to park at any of the city's 32 surface lots or 11,000 on-street, pay-by-plate metered spaces. ParkMobile integrates with CALE multi-space meters and

Gtechna LPR for Pittsburgh's enforcement needs. Because customers were already familiar with pay-by-plate technology, adding a mobile payment option was a seamless transition.

In addition to the above listed reference programs, we have implemented hundreds of other programs across the US in the last 3 years which use our ParkMobile app. A short list of some of these programs is below:

- Western Washington University
- Seattle, WA (via LAZ Parking and SP Plus)
- Boise, ID (Diamond Parking)
- Boise State University
- Emeryville, CA
- Fresno, CA
- Hood River, OR
- Minneapolis, MN
- Oakland, CA
- Sacramento, CA
- Santa Ana, CA

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

ParkMobile has not had a contract terminated for default in the last five (5) years.

Proposal Section #4: Technical Requirements Table

We have completed and submitted our Technical Compliance Matrix separately to this proposal document, as required in Addendum 1.

Proposal Section #5: Technical Compliance Matrix

We have completed and submitted our Technical Compliance Matrix separately to this proposal document, as required in the RFP.

Proposal Section #6: Cost Proposal

We have submitted our Cost Proposal separately as an excel file, as required in the RFP.

Proposal Section #7: Agreement

Per the RFP requirements, we have uploaded any proposed modifications to the language of the City's Agreement to the procurement portal.

APPENDIX D - TECHNICAL REQUIREMENTS TABLE

The Requirements Table is categorized by various required and desired features. This table will be used to evaluate responses to the requirements for the City of Spokane's Loan Servicing System. In the 'Firm Response' column, please enter the response to each requirement. A response or a deviation from the alpha responses provided below will be construed to be a "NO" – to further clarify your response, please do so in the column specified (if additional space is required).

Response	Definition
Yes	This requirement currently exists and can be demonstrated.
Pending	This requirement is scheduled for future release and will be incorporated at no additional cost to the City of Spokane.
Extra	This requirement is not currently available, but can be provided as a modification at an additional cost to the City of Spokane.
No	This requirement is not supported and/or is not provided as part of this Proposal

NOTE: It is not expected that the proposed solution will be able to provide all of the functionalities of the City of Spokane's current system. The Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

#	Technical Requirements	Firm Response
General Firm Credentials		
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Yes
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes
Licensing		
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes
Project Implementation and Training Plan		
1	The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.	Yes
	Include a description of your overall approach to each of the following task areas (if applicable):	
	a) System Installation	Yes
	b) System configuration	Yes
	c) Data Conversion	Yes
	d) Training (A sample of training materials & schedule)	Yes

2	documentation should be included)	Yes
	e) Test planning and execution	Yes
	f) System interface design and support	Yes
	g) System roll-out, procedures, and support	Yes
3	Please describe your current project management methodology.	Yes
Support		
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.	Yes
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.	Yes
3	Describe your escalation process for issues that are not resolved during initial call.	Yes
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes

6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Yes
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Yes
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Yes
9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Yes
General System Specifications		

1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Yes
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Yes
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Yes
4	Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that your staff requires for implementation and/or ongoing support.	Yes
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Yes
Database Management		
1	List any limits to data storage provided as part of your proposed solution.	Yes (see comment)
2	What database platforms does your product support?	Yes (see comment)
3	Estimated database size and memory requirements.	No (see comment)
4	Specific database configuration requirements, if any.	No
5	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?	Yes (see comment)
6	Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.	Yes
Servers and Operating System		
1	Specify if system will be physical, virtual or an appliance.	Yes (see comment)
2	Supported virtualization platforms	Yes (see comment)
3	Supported Operating Systems	Yes (see comment)
4	Number of virtual servers required	No (N/A)
5	Recommended drive space requirements	No (N/A)
6	Recommended RAM (GB)	No (N/A)

7	Recommended # of CPU	No (N/A)
8	Recommended # of NICs	No (N/A)
9	Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components?	No (N/A)
10	Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?	No (N/A)
Network Requirements		
1	Specify maximum allowed latency requirements	No (N/A)
2	Specify the typical amount of network traffic generated by this application in Mbps	No (N/A)
3	Specify the minimum network bandwidth required for each client installation in Mbps	No (N/A)
4	Specify all network ports that will need to be opened for both clients and network firewalls.	No (N/A)
5	Specify all public IP addresses that will need to be accessed by clients or servers.	No (N/A)
6	Specify any special IP address or protocol requirements for server or client PCs	No (N/A)
7	Specify remote access requirements and identify remote access users/equipment	No (N/A)
8	Specify physical switch port count requirements and port speed	No (N/A)
9	Specify any special network design requirements	No (N/A)
10	Specify if there are any QOS requirements	No (N/A)
11	Specify any telephony requirements analog and or IP	No (N/A)
12	Specify any wireless access requirements	No (N/A)
13	Specify fiber or ethernet cabling requirements	No (N/A)
14	Specify power requirements for all new equipment	No (N/A)
15	Identify any certificate requirements	No (N/A)
Third Party Contracting		
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.	Yes
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.	Yes
Upgrades		
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Yes
2	Describe your notification practices for: a) Planned outages	Yes
	b) Changes to the application and/or database	Yes
	c) Unplanned outages	Yes
	d) Product sunset	Yes

3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Yes
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)	Yes
Access / Authentication		
1	Application must require users to enter a User ID and a Password to gain access. User IDs and Passwords must be encrypted while in transit and at rest. Passwords must support configurable password complexity, age, and reuse limitations.	Yes
2	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes
4	Does the vendor support advanced authentication methods such as multifactor authentication, SAML, SSO, Active Directory/LDAP, or other identity management solutions?	Yes
5	Does the system include hidden user access accounts and/or default vendor accounts. What type of access does the vendor and its employees have or expect to have?	No
6	Application must allow for the limiting of access to functionality and data through the use of security roles. Security roles should be configurable around processes/functions, data types, or job classifications.	Yes
7	Does application have an auto-logout function and, if so, is that configurable?	Yes
\		
1	Vendor should notify users of any system/data breach within applicable state and federal law.	Yes
Communications and Operations Management		
1	Is there a formal operational change management / change control process?	Yes
2	Are separate environments for development, staging, testing/QA, and production supported and maintained?	Yes
3	Are system resources reviewed to ensure adequate capacity is maintained?	Yes
4	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes
5	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes
6	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes
7	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Yes

8	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes
9	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes
10	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes
11	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Yes
12	Is City of Spokane data ever stored on non-company managed equipment?	No
Data Security and Ownership		
1	Is there an information security policy?	Yes
2	Have information security policies been reviewed in the last 12 months?	Yes
3	Is there an individual or group responsible for security within the organization?	Yes
4	What is the geographic location and/or legal jurisdiction of customer data storage? Are commercial and government customer data managed differently?	No (see comment)
5	City of Spokane retains ownership of all city data. Any contractual issues associated with this requirement?	No
6	What rights does the vendor gain with respect to use of customer data?	Yes (see comment)
7	What methods are available to export customer data should the contract terminate?	Yes (see comment)
8	Is data encrypted at rest? In transit? If so, to what standard?	Yes (see comment)
9	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	Yes (see comment)
10	What does the vendor log and how long are logs retained? What methods exist to extract data for auditing and reporting?	Yes (see comment)
Disaster Recovery		
1	What is the data retention configuration and data recovery methods for customer data? How often are data/systems replicated between sites?	Yes (see comment)
2	What is the vendor's service/business continuity plan? Disaster recovery plan? How often are these plans tested?	Yes (see comment)
3	How far back can a record/application/virtual machine be recovered?	Yes (see comment)
4	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes
5	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Yes
6	Please provide SLAs as it relates to the service offered.	Yes (see comment)
Physical and Environment Security		
1	Is there a documented physical security policy?	Yes
2	Do systems and applications hosting City of Spokane data reside in a data center?	Yes
3	Is the data center shared with other tenants?	Yes
4	What technology is used to secure and monitor the datacenter (e.g. badge access, video or camera surveillance, etc.)?	Yes (see comment)
Public Records		
1	What is the procedure to retrieve bulk data in response to a PRR?	Yes (see comment)

Standards		
1	Does the solution include documentation to support secure configuration, installation and operation (SA-5 NIST 800-53(4))	Yes
2	What security frameworks/standards has the vendor adopted and how is compliance with these frameworks/standards ensured/verified?	Yes (see comment)
Vendor Risk Assessment		
1	Does vendor require software developers to attend and complete regular security training?	Yes
2	Does vendor use a secure code repository?	Yes
3	Vendor should certify the use of accredited third party entities to conduct a vulnerability test and a penetration test not less than once per year.	Yes
4	Does the application have a documented software development lifecycle that complies with NIST SP 800-64	Yes
5	Does the vendor have a documented security testing plan?	Yes
6	How does the vendor develop and manage custom code for its customers?	No (N/A)
7	How often does the vendor perform periodic vulnerability scans of development environments?	Yes (see comment)
8	What priority is given to client identified security vulnerabilities?	Yes (see comment)
9	What is the mean time to patch or remediation of identified security vulnerabilities?	Yes (see comment)
10	Has the vendor engaged in SSAE 16 efforts?	Yes
11	Has the vendor had any breaches, compliance findings, or other security incidents in the last three years?	Yes
12	Is vendor datacenter/infrastructure located in a natural hazard area (e.g., flood plain, earthquake)?	No
13	Has the vendor engaged in SOC 2, Type 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing, Integrity, Confidentiality or Privacy efforts? And are these reports available for review?	No

e used to determine the compatibility of the Firm’s software to the requirements of the City of the requirement based upon the possible responses contained in the table below. An omitted - not supported and/or is not provided as part of the Proposal. If you need to add any comments d, please attach any necessary documentation and index appropriately).

prior to or post system implementation. Please provide the estimated release date.
nal cost. Proposer is to provide an explanation in the “comments” column that includes the total cost of
specified in the table. However, during the Proposal’s review this will be used to evaluate each he’s needs.

Comments, Explanation and/or Clarification
Since our initial launch, ParkMobile has become the industry front-runner as a mobile parking solutions provider. Park Mobile has 26 Million users and is implemented in over 500 cities in the US. We provide services to municipalities, event venues, private operators, college campuses, transits and airports, automotive OEMS, fleet, and businesses.
ParkMobile’s dedicated Account Managers, Product Team, and Implementations Team work with staff whenever needed to ensure quick resolution of any customer service needs.
We are a Software as a Service (SaaS) provider.
We have included a typical timeline within our proposal document which includes major milestones for tasks and subtasks. ParkMobile’s timeline for launching a mobile payment program as a partner is 60-90 days from the time a contract is executed. This includes gathering relevant information; creating, approving, and producing signage; configuring and testing your operation and integrations; training staff on back-office systems; and creating and launching marketing campaigns.
Since our solution is software-based, system installation is a quick process. ParkMobile 360 is web-based and therefore does not require installation. The main installation task of this project will be placing the signs and decals which are usually installed by the City. Customers may choose to install our mobile application onto their phones, however, we also provide a mobile web that does not require installation.
System configuration will consist of four main subtasks: Zone and Rate Configuration; Merchant Account Setup; Signage and Decal creation; and Integrations. We have included more detailed information about each of these subtasks in our proposal document.
No Data Conversion is required in association with deployment of ParkMobile.
ParkMobile is prepared to provide thorough and ongoing training to ensure all designated personnel are comfortable using ParkMobile’s back office systems prior to launch. Because there is no physical hardware

involved, we find that web-based training is most effective because it allows for training to be delivered via more frequent sessions over the course of several weeks, rather than a smaller number of longer, in-person sessions. These sessions can be recorded and shared with staff who could not attend due to scheduling or seating constraints. Training manuals will also be made available to all personnel.

ParkMobile's user acceptance testing is performed throughout the implementation and training process, to ensure that everything is functioning correctly prior to the service being made available for use. In addition, we like to revisit the testing process after the initial 30 days to check in and ensure that everything is functioning to the client's satisfaction.

Use of the standard ParkMobile app does not require custom interface design. If the City would like a customized white-label app, our product design team will work with the relevant City staff members to establish a new system interface design. The product team will support this through the life of the contract.

System roll-out will consist of a combination of all of the above sub-tasks (system configuration, testing, etc.) and will ultimately result in the mobile app being advertised to City motorists to drive adoption, ensuring all Partners are integrated properly into ParkMobile 360 (if we are chosen as the Integrator), and that the overall system is achieving the desired goals for the City.

ParkMobile believes in approaching a project in a phases: The planning phase includes implementation activities. Launch of the program is included in the deployment phase. After the Implementations and Marketing team has configured and launched the platform, your program will be transitioned to a dedicated Account Manager. This dedicated Account Manager will support your account during the adoption and processing phase become your single point of contact going forward. Your ParkMobile Account Manager is committed to your program's ongoing growth and success and serves as a liaison to all ParkMobile departments.

Account Management's #1 goal is the success and growth of your program.

Not only is your Account Manager here to address questions and requests, but they will also be a proactive participant in your program's growth. One of the first steps in establishing your relationship with Account Management will be setting up your Monthly Insights Meeting. This cadence can also be quarterly or as requested, but we find that most of our clients prefer once a month for this touchpoint.

ParkMobile will provide patches, updates, releases, and new versions of the Parking application system software during the term of an agreement.

ParkMobile offers 24/7/365 bilingual support via phone, email, and chat. ParkMobile also has an extensive support site where users can get answers to frequently asked questions. Our support site here: <https://support.parkmobile.io/hc/en-us/>

After following the procedures explained in the two cells below this one, incidents are automatically escalated to managers and directors when necessary.

In order to quickly resolve issues, OpsGenie automatically notifies the team members needed depending on the type of incident. The team assembles on a bridge call in less than 10 minutes from the detection of the incident.

To ensure consistent system performance, ParkMobile maintains high-availability load balancers, firewalls, and other infrastructure components. This helps avoid single points of failures and minimizes interruptions. ParkMobile has logging and monitoring tools such as DataDog in place to automatically detect and notify when there is an interruption, degradation in service, or a security incident. If there is a service or security incident, ParkMobile utilizes OpsGenie, emails, phone calls, and Slack to inform the proper team members.

Your ParkMobile dedicated Account Manager will become your single point of contact going forward. Your ParkMobile Account Manager is committed to your program's ongoing growth and success and serves as a liaison to all ParkMobile departments. Through regular touchpoints with Account Management, we keep our clients up to date on new/future

enhancements and upgrades being made to our platforms. We're also interested in collecting client feedback on features or functionality that could be added to our Product team's roadmap for future releases.

It's all about learning what challenges our clients face and brainstorming on possible solutions to ensure the continued success of their programs.

Continuous communication also helps help identify pain points within the parking operation and if there be a way ParkMobile could assist. Your Account Manager will discuss what we've learned from other clients and how we could help. The items below are often discussed after launch to meet a new need and enhance the mobile payment program:

- A promo code/validation program
- Hidden zone (without signage or GPS marker) used for a particular set of users
- Visitor parking portal, useful for an office manager/reception desk to initiate visitor parking fees for their guests.

ParkMobile provides Technical Support during normal business hours from 8:00 AM to 6:00 PM. We have a full team of engineers that perform development, testing, and deployment for all technical needs to support ParkMobile's entire platform.

ParkMobile Account Management team has a well-defined issue communication process to notify clients of planned outages more than seven days in advance and is available as needed for any additional assistance or troubleshooting. The City can designate the contacts they would like to receive these communications, so the appropriate people are always informed right away. Planned outages are normally done late at night or on weekends (non-peak hours) to minimize operational impact.

To ensure consistent system performance, ParkMobile maintains high-availability load balancers, firewalls, and other infrastructure components. This helps avoid single points of failures and minimizes interruptions.

ParkMobile has many monitoring tools such as DataDog in place to automatically notify when there is an interruption, degradation in service, or a security incident. If there is a service or security incident, ParkMobile utilizes OpsGenie, emails, phone calls, and Slack to inform the proper team members. The team assembles on a bridge call in less than 10 minutes from the detection of the incident. Incidents are automatically escalated to managers and directors when necessary. ParkMobile's Application Support Team informs internal stakeholders with updates. ParkMobile Account Management in turn communicate with clients and other key external stakeholders. ParkMobile engages third parties, vendors, and enforcement providers in order to triage and resolve issues.

After the Implementations and Marketing team has configured and launched the market, your program will be transitioned to a dedicated Account Manager. This dedicated Account Manager will become your single point of contact going forward at no additional cost to the organization. Not only is your Account Manager here to address questions and requests, but they will also be a proactive participant in your program's growth. One of the first steps in establishing your relationship with Account Management will be setting up your Monthly Insights Meeting. This cadence can also be quarterly or as requested, but we find that most of our clients prefer once a month for this touchpoint.

Monthly Insights Meetings

During our meetings, we find it helpful to go over recent KPI's of the program to look for trends or areas to improve. A few examples of this are:

- Overall transaction volume growth
 - Overall user number growth
 - Year-over-year growth of the above metrics
 - Top 10 Best and Top 10 Lowest performing zones (by transaction volume)
-

Our proposed solution as both a System Integrator and Partner does not require any software to be installed on City computers.

Our ParkMobile 360 web-based platform is supported by the City of Spokane's standardized Microsoft desktop platform. Any of the latest version of Windows and/or Apple desktop environments are supported by our solution and new version will be supported as they are released.

ParkMobile's web based parking experience and ParkMobile 360 is supported on both desktop and mobile web browsers. Our solution supports Apple Safari, Google Chrome, Mozilla Firefox, and Internet Explorer. While our solution can run on any version of these browsers, we recommend updating the browsers as updates are released for the best overall experience.

ParkMobile's proposed solution does not include any on premise technology other than our web-based software and mobile application.

There may be times when our implementation team and/or support team needs remote access to resolve any issues or to assist with training City staff.

With ParkMobile 360, staff administrators have role-based access according to role-specific needs. The different roles that are typically used are: Admin Users (Reporting and Policies in ParkMobile 360) and Read only-users (Reporting and Policies in ParkMobile 360 OR Customer Transaction Lookup).

ParkMobile is a multi-tenant SaaS solution. Currently there are no limits and based on our 1000+ implementations we do not have any concerns.

AWS RDS for MS SQL Server

ParkMobile is a multi-tenant SaaS solution. Data is logically separated in the SaaS solution. There are no client specific requirements for database size and memory requirements.

There are no specific database configuration requirements for clients. ParkMobile is compliant with PCI-DSS 3.2.1 requirements

ParkMobile is a multi-tenant SaaS solution. Data is logically separated in the SaaS solution.

Your staff will have role-based access to financial reporting tools through ParkMobile 360, and will have access to this data at all times. Reports can be scheduled to designated email addresses. Additionally, ParkMobile has the open APIs and documentation to handle integrations, including report automation.

Virtual: Amazon EC2 and Kubernetes serverless

AWS/Amazon EC2 and Kubernetes serverless

We recommend the use of Windows or Linux.

ParkMobile is a highly scalable PCI-DSS compliant multi-tenant SaaS solution.

The nature of mobile payment does not typically require a separate sandbox environment. Testing of zones and payments will take place before launch and if necessary a specific 'hidden' zone can be created for rate testing that will not impact public paid parking. Through ParkMobile 360 a rate tester can also be used before publishing the rate to the public view.

Other than major infrastructure updates, all client impacting releases are seamless and completed in off hours that will not affect the organization during public parking hours.

The ParkMobile app and ParkMobile 360 require users to enter a User ID and a password to gain access. Passwords are encrypted and configurable.

Passwords are required to access all systems related to this project.

ParkMobile 360 feature role-based access, so staff members only see the information relevant to their specific role.

ParkMobile is a highly scalable PCI-DSS compliant multi-tenant SaaS solution. All ParkMobile users use Okta for SSO.

All access goes through Access Management. The ParkMobile team will have the access necessary to help support the City's program.

Role based security is implemented in our solution.

Application wise auto-logout is implemented.

In the event of a system/data breach, we will notify users of the breach within the applicable state and federal laws.

ParkMobile has several proactive measures in place to ensure stability which includes proper change management and quality assurance functions designed to ensure all production changes are performed safe and securely. We also use an extensive set of application and infrastructure monitors that capture any platform issues and immediately alerts our on-call team to any errors that require immediate attention. We also aim to scale our platforms ahead of our own growth expectations, which is why our platform can handle 5x the largest volume day in ParkMobile history without any changes from engineering team. Coupled with the high availability guarantees of Amazon Web Services, the platform is designed for maximum availability & reliability.

The majority of our customers are governmental. All data is stored and managed in AWS US regions.

All City data for locations, rates, and policies is owned by the City.

ParkMobile customers park across all ParkMobile locations. ParkMobile retains rights to the customer information.

The ParkMobile 360 Reporting and Analytics platform is provided to the City by ParkMobile for the ability to export data.

Reporting and analytics platform is provided to the clients by ParkMobile. ParkMobile account Management will work with the City for gaps, if any.

ParkMobile uses Availability engine to improve customer data. Locations and availability information is shared only with the Partners where applicable and with approval from the City.

ParkMobile does logging as per the PCI-DSS requirements and the logs are retained at least for 1 year.

ParkMobile uses AWS alternate regions for data retention and recovery in case of DR. For high Availability, ParkMobile uses AWS SQL Server RDS cluster. There is continuous data replication between the clusters and daily backups.

AWS. ParkMobile's Business Continuity Plan and Disaster Recovery plans are tested annually.

At least 1 year

ParkMobile is a highly scalable PCI-DSS compliant multi-tenant SaaS solution.

AWS Regions

We have provided a sample Service Agreement and will provide a City-specific one upon contract award.

ParkMobile is a highly scalable PCI-DSS compliant multi-tenant SaaS solution.

AWS Public Cloud

AWS Public Cloud

We use AWS, which is PCI-DSS compliant in addition to several other compliance programs.

The City will work with our Account Management team to submit requests and retrieve bulk data.

We are annually audited to prove our PCI-DSS, SOC 1, ISO 9001:2015 compliance.

We perform monthly vulnerability scans of development environments,

Our Priority Management is based on Risk Assessment. The higher the risk, the higher the priority.

Mean time to patch or remediation of identified security vulnerabilities ultimately depends on what the issue is and the severity, however, it is our policy to fix high risk vulnerabilities as soon as possible.

ParkMobile is SOC 1 compliant.

More information can be found at <https://support.parkmobile.io/hc/en-us/articles/360058639032-Update-Security-Notification-March-2021>

Our data/infrastructure is not located in hazard areas and is located in AWS US Regions.

ParkMobile is SOC 1 compliant.

Firm Name:

Instructions

For submittal, please save this document with the following title "**RFP 5451-21_Proposal Section 5_TCM_Firm Name**". Firm is to respond to columns D and E on the following tabs ONLY. Proposals for MPP System Partners only must complete the "All Proposers" tab. Proposals for MPP System Integrator must complete both "All Proposers" tab and "MPP System Integrator" tab.

Do not move or delete columns.

Save and submit as Excel File.

Responses:

Firms shall select response from the drop down in column D. A description for each response can be found below.

Response	Description
Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.
With Configuration	The system can meet the requirement by arranging the functional parameters that are already inherent in the product so that it functions in a way that meets the City's specific business needs.
Cannot Meet	The system cannot meet the requirement "Comply", or "With Configuration".

Firm Name:				
ID	Requirement Type	Requirement Description	Requirement Compliance	Firm Response Comments
2.1.1	Revenue	This section describes the key requirements for revenue handling.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
1	PCI	The Firm’s MPP System shall be certified to the most recent version of the Payment Card Industry Data Security Standard (PCI DSS).	Comply	ParkMobile complies with and is certified to the most recent version of the Payment Card Industry Data Security Standard (PCI DSS).
2	Revenue Deposit	All transactions shall be processed real-time through the Firm’s payment gateway to the City’s merchant processor, Elavon. Revenues shall be deposited directly to the City’s bank account and the City must be the merchant-of-record on all transactions.	Comply	ParkMobile offers our clients the choice to be Merchant of Record, or ParkMobile can be Merchant of Record. If the client is the Merchant of Record (MOR), parking costs would be deposited directly into the client’s account. The client would be responsible for credit card processing costs through the payment processor, and ParkMobile would invoice the client monthly for our per transaction fee.
2.1.2	Customer Service	This section describes the key requirements for customer service.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
3	Support	The Firm shall provide toll-free live customer support, 7 days a week, excluding City parking meter holidays, between the hours of 6:00 AM, to 10:00 PM, PST to assist customers with registration, correction of customer transactions and transaction disputes.	Comply	ParkMobile provides live customer support 24/7/365 with our bilingual team. ParkMobile will also provide the city with a regional 1-800 toll free number to call for your constituents.
4	Language	The Firm shall provide support in both English and Spanish.	Comply	ParkMobile’s application and member services team support both English and Spanish.
5	Logs	The Firm shall log all customer interactions and provide the City with immediate access to reports and detailed logs associated with customer correspondences and exchanges.	With Configuration	ParkMobile Member services team can provide an automated and scheduled list of customer interactions for review by the City, access to these interactions is not immediately accessible by City staff. If the request from the customer includes the Spokane zone number or is inbound from the regional 1-800 toll free number we will be able to associate the interaction with the City of Spokane. If an interaction comes through a channel that is not specifically associated with Spokane it will not be included.
2.1.3	City Support	This section describes the key requirements for support to the City.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
6	Contact	A single point of contact for the City is required during normal business hours; M-F 8:00 AM – 5:00 PM, PST.	Comply	ParkMobile will assign a dedicated Account Manager to the City. Account Managers are hands-on partners for our clients' programs and are invested in their success. Spokane's Account Manager will have weekly and monthly check-ins, as well as a quarterly business review. Our team also conducts annual client surveys to ensure that we are meeting and exceeding your expectations.
7	Alternate Contact	The Firm will coordinate, in advance, scheduled time off and identify an alternate point of contact during these designated times.	Comply	Although the City will be assigned a specific Account Manager, the dedicated Account Management Team, including mulitple members, will be available in the event that an alternate point of contact is needed.
8	Response Time	Timely, same day responses are required.	Comply	The City's Account Manager will provide timely, same day responses.
2.1.4	Training	This section describes the key requirements for training.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
9	Manuals	The Firm shall supply and keep current hard and digital copies of all operating, training, repair, and user’s manuals, which includes detailed instructions for system usage. All manuals are to be kept up to date throughout the duration of the contract.	Comply	ParkMobile's training manuals are kept up to date and will also be made available to all City personnel digitally.
10	Technical Bulletins	Firm shall provide technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements, with each software release, but at a minimum quarterly frequency.	Comply	ParkMobile will provide patches, updates, releases, and new versions of the Parking application system software during the term of an agreement. Each new patch, update, release, and/or new version will come with a technical bulletin describing what has changed.

Firm Name:				
ID	Requirement Type	Requirement Description	Requirement Compliance	Firm Response Comments
2.1.5	Marketing	This section describes the key requirements for marketing.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
11	Marketing	The Firm will provide, at their cost, marketing services to drive increased awareness and adoption of MPP Systems.	Comply	ParkMobile marketing services are standard and included at no cost to the City and we have the highest adoption rates in the industry.
12	Marketing Plan	The Firm shall be responsible for developing a comprehensive Marketing Plan including advertising, signage, and community engagement.	Comply	Our dedicated in-house marketing team will develop a customized comprehensive Marketing Plan which includes advertising, signage, and community engagement.
13	Marketing Coordination	All marketing assets will be subject to City approval, and may include coordination with the MPP System Integrator, other MPP System Partners, local businesses, Downtown Spokane Partnership, Visit Spokane, and other business and tourism outlets.	Comply	Our marketing team will coordinate with the relevant stakeholders for approval before implementing any marketing assets or campaigns.
2.1.7	Configuration Capabilities	This section describes the key requirements for configurations.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
14	Rate Structures	The MPP System shall support different rate structures that are configurable by time of day, length of stay and day of the week. These may include dynamic and progressive rate structures for peak occupancy periods.	Comply	ParkMobile can support extremely complex rate structures with multiple rates in effect at different times of day and days week, in addition to special event rates.
15	City Programming	The City shall have the ability to program rates independent of Firm support with no additional costs associated with these changes.	Comply	Whether we are selected as the Integrator or a Partner, the City will have the ability to program rates independent of our support through ParkMobile360.
16	Parking Rules	The MPP System shall support the configuration of City parking rules such as City holidays, application push notification, and alert rules.	Comply	ParkMobile's software supports the configuration of City parking rules such as City holidays, application push notification, and alert rules.
17	Prepayment	The MPP System shall support prepayment timeframes.	Comply	ParkMobile's software supports prepayment timeframes.
18	DST	The MPP System shall support automatic changes due to Daylight Savings Time and support any State/Federal changes to Daylight Savings Time.	Comply	ParkMobile's software supports automatic changes due to Daylight Savings Time and supports any State/Federal changes to Daylight Savings Time.
19	Validation	The MPP System should be able to provide a validation program, that could include special events and merchant participation throughout the City or in specific zones, should the City choose to enable this service.	Comply	ParkMobile members are able to redeem and/or validate parking sessions using our combined platform for on and off-street parking. We deliver these services in real-time, so your parkers are able to receive parking discounts as early as their very first transaction. Through ParkMobile, clients can facilitate a merchant validation code program that offer their customers discounted parking sessions when paying through the app. The functionality is customizable, so clients can dictate the promo codes number of uses, discount, time frames, zones eligible, and more.
20	Rates & Schedules	The MPP System shall allow rates and schedules to be programmed and reprogrammed in a flexible manner, in real time and without any System downtime.	Comply	ParkMobile supports this functionality both as an Integrator and a Partner.
21	Preschedule	The MPP System shall allow rates and schedules to be programmed prior to the effective date and time, to go into effect automatically at that date and time.	Comply	ParkMobile supports this functionality both as an Integrator and a Partner.
22	Uniform Zone and/or Space #ing	The MPP System shall conform to a zone and/or space numbering sequence as defined by the City. As multiple MPP Systems will be utilized, the City requires that the same numbering sequence be used by each MPP System provider.	Comply	ParkMobile supports this functionality both as an Integrator and a Partner.
23	Integration	The Firm shall provide integration with existing and future paid parking management and enforcement systems at no additional cost.	Comply	ParkMobile supports this functionality both as an Integrator and a Partner via our robust open APIs made available to future paid parking vendors for integration.

Firm Name:				
ID	Requirement Type	Requirement Description	Requirement Compliance	Firm Response Comments
2.1.8	Customer Capabilities	This section describes the key requirements for customer capabilites.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
23	Account	The customer shall be able to create/edit/update an account or register to use the in MPP System. Registration items may include name, license plate, preferred payment method, and mobile phone number.	Comply	ParkMobile Users will be able to manage their account and will have all of the below functionalities: Add and remove payment methods: ParkMobile offers several different payment methods methods including all major credit cards, Apple Pay, PayPal, and the ParkMobile Wallet. Manage multiple credit cards, PayPal and ApplePay accounts. ParkMobile Wallet: Users can re fill their ParkMobile wallet at any time and check the account balance to see how much funds are left. Refill the ParkMobile wallet with a credit card in denominations of \$25, \$50, and \$75. Manage Promo Codes: Customers can apply the code provided to their account or to an active session and will receive a discount on their transaction. The functionality is fully customizable, so clients can adjust the promo codes number of uses, time frames, zones eligible, and more. Manage vehicles: Easily add, remove and update vehicle information. Users can select a primary vehicle and nickname each one. Account History: Complete details of recent parking transactions including Zone, City, Date/Time, Duration, Vehicle (LPN), Payment Method, Parking Fees and Total cost. After the parking session ends, the user will get an email receipt and the record of the transaction will be stored in the “Activity” tab of the app. The user flow is shown below.
24	Multiple LPNs	An account registration shall have the ability to support more than one license plate for the same user.	Comply	ParkMobile users can more than one vehicle/license plate to their account.
25	Payment Options	Allows payment through multiple options, including voice, website (mobile responsive design), mobile SMS texting, QR code, and smartphone application compatible with iOS and Android operating systems.	Comply	ParkMobile is ready to deliver the industry’s most flexible mobile parking payment options to Spokane. Our users have free, intuitive and easy to follow payment options to ensure there is a method that works best for their needs, including voice, website, SMS, QR code, and an iOS/Android smartphone application.
26	Zone Suggestion	Suggest a zone number to customers by using GPS within the customer’s device (unless it would cause confusion because multiple zones may be within the GPS’ margin of error), but allow for override in case customer is making a payment from another location.	Comply	The ParkMobile app uses location-based GPS coordinates to show the nearby zone numbers on the map so a user can easily touch the right zone number, choose a favorite zone or type in the zone and then move to the next step in the process.
27	Single Action Payment	Allows customers to pay for a specific period of parking time with a single call or action.	Comply	ParkMobile allows customers to pay for a specific period of time within the app, from parkmobile.io, or with a single call to the provided 1-800 number.
28	Alerts	Provides a customer option to be informed via text, email, or application notification prior to the expiration of their parking session.	Comply	ParkMobile provides automatic real time alerts via push notification that will alert a customer prior to the expiration of their parking sessions. The timing of these alerts can be set to a duration of the customer's choosing. Alerts can be configured to be sent via email, SMS, and PUSH notifications.
29	Payment Extension	Allows purchase of additional parking time (not past the maximum time allowed for that specific parking space or zone).	Comply	The most popular feature of the ParkMobile app is the ability to remotely extend the time of the parking session. Users can add parking time without having to run back to feed the meter. A user cannot extend time past the maximum parking time allowed for that location. A user cannot extend past the allowed time for that zone. For example, if there is a 2-hour maximum, a user will not be able to extend beyond that 2-hour limit. The ParkMobile app allows users to extend time prior to the expiration of their allotted time in the original session up to the maximum duration allowed by parking ordinances specific to that zone.
30	Lockout	Capable of providing a “lockout” period, restricting the customer from beginning another parking session in the same space or zone until after a specified period of time has passed.	Comply	The ParkMobile app supports this feature. A customer, determined by LPN, will not be able to begin a new parking session in the same space or zone until a specified period of time has passed (customizable by the City).
31	Restricted Parking	Does not allow purchase when desired time includes restricted parking periods (i.e., space/zone closures, and temporary no parking zones).	Comply	ParkMobile's rate engine includes the ability to restrict parking transactions during restricted parking periods.
32	Complaints & Refunds	Allows customers to contact the Firm with complaints and for refund requests.	Comply	Customers are able to easily find customer service phone numbers on signs and decals placed in parking zones. In app chat functionality and our support page is an additional option for customers with complaints or refund requests.
33	Mobile Responsive	System must have a mobile responsive website that works on most older devices and that can be accessed by computer.	Comply	Customers who are unable to, or do not want to, use or download the ParkMobile app have the option to pay for parking by going to parkmobile.io, scanning a QR code to launch the web experience or texting "Park" to 77223 to launch a web experience via link on their phone.
34	Convenience Fee	Any convenience fee must be clearly communicated to the customer, and the Firm must demonstrate methods used to minimize any convenience and processing fees to the extent possible (digital wallets, etc.).	Comply	ParkMobile charges users a small convenience fee per transaction to use our solution. This fee is clearly communicated at the time of the transaction. There is a section beneath the cost of parking that will show the customer this convenience fee. Every deployment does not have the same convenience fee. The convenience fee will be set per the terms of the agreement with the customer and ParkMobile makes every effort to reduce cost of ownership to the City for the ParkMobile program by completley removing setup, support and signage fees.

Firm Name:				
ID	Requirement Type	Requirement Description	Requirement Compliance	Firm Response Comments
2.1.9	Integrations	This section describes the key requirements for integrations.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
35	Payment Integration	Proposers shall integrate with the MPP System Integrator, in real-time, to send parking session and payment data to the MPP System Integrator.	Comply	If we are not chosen to be System Integrator, we will work with the City and the selected Integrator to establish a real-time integration to send parking session and payment data to the MPP System Integrator.
36	Configurations	MPP System Partners shall also be required to have a two-way integration with the MPP System Integrator. The MPP System Integrator will be required to push rates by zone and space, configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.) MPP System Partners will be required to receive and apply these configurations.	Comply	ParkMobile is able to comply with this requirement as either the MPP System Integrator or Partner.

Firm Name:				
ID	Requirement Type	Requirement Description	Requirement Compliance	Firm Response Comments
2.2.1	Unified Back Office System	This section describes the key requirements for the unified back office system.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
37	Unified Back Office System	The Firm shall provide a single, unified back office system that integrates all mobile payment data from MPP System Partners.	Comply	ParkMobile 360 was purpose-built to manage complex, multi-endpoint and multi-app environments, consolidating all parking payment options into a single rate engine and reporting solution. This provides cities and operators with the tools to efficiently manage their entire parking and mobility operation through a single, intuitive, consolidated platform.
38	Centralized Management & Reporting	Provide a centralized management and reporting interface that includes payment and transactional data from all MPP System Partners.	Comply	ParkMobile 360 includes the multi-channel reporting for payment and transactional data from all MPP Systems Partners.
39	Configurations	Provide centralized City configuration capabilities.	Comply	With ParkMobile 360, the City is able to configurate rates and policies for all of their system Partners in one portal.
40	Rates & Zones	Ability to adjust rates by zone and space and configure parking regulations (hours of operation, prepayment options, maximum time limits, minimum parking time, “lockout” periods, validation/coupon codes, etc.) and push configurations to all MPP System Partners.	Comply	With ParkMobile 360, you can quickly create and import rates for specific days, weeks or months. If you have a festival, street cleaning or weather event, you can change and update your rates across different locations. ParkMobile 360 gives you a complete view of rates and policies across multiple locations. You can quickly apply policies from one location to another without having to rebuild a location’s rate structure.
41	Consolidated Reporting	Consolidated reporting with the ability to filter by individual mobile parking payment vendor or all MPP Systems. The Firm will provide a robust consolidated reporting tool. At the minimum, the following data shall be available on a daily, weekly, and monthly basis: - Revenue, including heat zones, for each MPP System by: Location, Zone, and Meter or Pay Station # - Parking duration for each parking transaction by MPP System by: Location, Zone, and Meter or Pay Station # - Number of unique users and any demographic information available of each MPP System by: Location, Zone, and Meter or Pay Station #	Comply	The ParkMobile 360 Platform provides this consolidated layer to tie together all of a parking operation's systems and technologies in a single, user-friendly dashboard. Reports are provided with ParkMobile 360 in multiple formats such as bar charts, line graphs, heat maps, pie charts, geographical maps or data grids and to configure reporting metrics into dashboards. The ParkMobile 360 back-end is user-definable, interactive, and administrators can ‘drill’ into reports to get to more detail. Our dashboards and reporting will enable your parking operations to visualize data help you make operational decisions.
2.2.2	Audit Capabilities	This section describes the key requirements for auditing.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
42	Auditing	The MPP System Integrator shall always reflect current pricing the City has approved. Currently, the City adjusts rates up to twice per year based upon block face demand (occupancy), and may implement additional rate structures or dynamic/escalating pricing in the future. The pricing within the MPP System Integrator is the pricing used to charge the customer for parking and becomes revenue to the City. The City desires that the System will provide a robust automated auditing capability that highlights any discrepancies between approved pricing and pricing charged to the customer. In addition, the City expects the chosen Firm of this solicitation to resolve any pricing discrepancies such that the City receives all entitled revenue	Comply	The current pricing, approved by the City, will always be reflected within the ParkMobile system. When rate changes are implemented and communicated to all MPP Partner systems we will request a confirmation that the new rate has been accepted and implemented. Following each rate change your staff will have access to a wide variety of flexible reports in the ParkMobile 360 Self-Administration Portal, which can be used to audit transactions, fees, and parking revenue. ParkMobile, as the integrator, will alert the City of any discrepancies identified.

Firm Name:				
ID	Requirement Type	Requirement Description	Requirement Compliance	Firm Response Comments
2.2.3	Integration Requirements	This section describes the key requirements for integrations.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
43	Single Integration w/ City Sub-Systems	One interface between the MPP System Integrator and the City sub-systems including but not limited to handhelds, LPR, citation and permit management systems, using industry standard secure communication methods and protocols. This means that all payments made through all MPP Systems shall be sent by the MPP Integrator to the City's sub-systems through a single integration.	Comply	ParkMobile is a true platform that allows for the management and support of many parking technologies. Our integration ecosystem includes 100+ technologies across nine different categories, and our developer's portal provides our partners with easy and clear documentation to enable interaction with our API. Through a seamless integration process, our developer's tool kit allows our clients to easily scale their operations with the technologies of their choice.
44	Flowbird	Integration with Flowbird CWT Touch pay-by-plate pay stations	Comply	ParkMobile has active integrations with Flowbird.
45	MacKay - Single Space	Integration with MacKay mkBeacon single space smart meters	Comply	ParkMobile has active integrations with MacKay.
46	MacKay - Dual Space	Integration with MacKay mkBeacon dual space smart meters	Comply	ParkMobile has active integrations with MacKay.
47	CivicSmart	Integration with CivicSmart Liberty single space smart meters	Comply	ParkMobile has active integrations with CivicSmart.
48	POM	Integration with POM APM single housing electronic meters	Comply	ParkMobile has active integrations with POM.
49	AIMS - CMS	Integration with AIMS citation management	Comply	ParkMobile has active integrations with AIMS.
50	AIMS - LPR	Integration with AIMS (Genetec hardware) LPR	Comply	ParkMobile has active integrations with AIMS and Genetec.
51	Wayfinding	Integration with wayfinding, mapping and/or vehicle guidance systems to promote parking availability and associated payment upon parking.	Comply	ParkMobile supports a variety of features related to wayfinding. We have an innovative integration with Google Maps to allow customers to pay for parking directly from the Google Maps app and the GPay app. To make a payment, the customer taps the "pay for parking" button from driving navigation in Google Maps. They are then taken directly to a ParkMobile micro app in the Google Pay app, Google has integrated to the ParkMobile platform so all payments process on the preferred merchant platform and does not force only one merchant of record option to make this available to our clients. The Find My Car feature in the ParkMobile app includes an integration with Apple Maps, Google Maps and Waze to direct users back to their car. We also have active integrations with CivicSmart and INRIX to provide parking availability data within our mobile app. When it comes to availability of parking, it's often about physical occupancy data obtained via third-party hardware and obtained through separate contracts with City.
52	Esri ArcGIS	The Firm may be required to provide data and integration with the City's Esri ArcGIS. The MPP System needs to be able to pass all relevant information (latitude/longitude, polygons, zone or space number, etc.) to the GIS server via REST API.	Comply	Initial zone configuration will include latitude and longitude associated to zone(s). We can establish this integration through our Reporting API for transactional reporting to be mapped to known zone locations. All data contained is transaction based.
2.2.4	Standardized Zoning	This section describes the key requirements for zoning.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
53	Single Integration w/ City Sub-Systems	The MPP System shall conform to a zone and/or space numbering sequence as defined by the City. As multiple MPP Systems will be utilized, the City requires that the same numbering sequence be used by each MPP System provider.	Comply	ParkMobile regularly adopts a specific zone and/or space numbeirng sequence for each client. Conforming to one as either the Integrator or Partner for Spokane will be no issue.
2.2.5	Integrated Signage	This section describes the key requirements for decals and signage.	FIRM RESPONSE REQUIRED	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
54	Signs and Decals	The Firm will develop integrated signage highlighting zone #'s, mobile payment applications, QR codes, 1-800 #'s and all other pertinent information. Signage specifications will be subject to the City's approval and must conform to appropriate design standards and signage guidelines. The Firm will be required to provide sufficient signage and decals as determined by the City. At a minimum, this will include decals for each single/dual space meter and pay station and upright signage.	Comply	Our dedicated in-house marketing team will develop integrated signage highlighting all of the relevant information to customers. We will provide sufficient signage and decals as determined by the City.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Michigan LLC dba Daly Merritt Inc 3099 Biddle Ave Wyandotte, MI 48192	CONTACT NAME: Jennifer J. Buscemi PHONE (A/C, No, Ext): 734 283-1400 FAX (A/C, No): 7342831197 E-MAIL ADDRESS: Jennie.Buscemi@assuredpartners.com														
INSURED Parkmobile USA, Inc. 1100 Spring Street #200 Atlanta, GA 30309	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co America	25674	INSURER B : Navigators Insurance Company	42307	INSURER C : Charter Oak Fire Insurance Co	25615	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP81N1307621I5	04/23/2021	04/23/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA5N57154321I5G	04/23/2021	04/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP5N589036	04/23/2021	04/23/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Crime 3rd Party			CH20CCC0BQY3SNV	04/23/2021	04/23/2022	1,000,000
B	Computer Fraud			CH20CCC0BQY3SNV	04/23/2021	04/23/2022	1,000,000

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

Certificate Holder is Additional Insured as respects to General Liability as required by contract. Cancellation Clause is amended to 30 days except for Nonpayment of Premium which will adhere to Michigan Statute.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 Its agents, officers and employees
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE

But Ego

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

02/28/2022

Date Rec'd

2/14/2022

Clerk's File #

OPR 2022-0130

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TERI STRIPES 6597

Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0650- MFTE CONDITIONAL AGREEMENT - S ADAMS APARTMENTS

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Asher Ernst/Erik Dordal for the future construction of approximately 14 housing units at Parcel Number(s) 35192.7101 & 7102, commonly known as 605 & 617 S ADAMS ST. This

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the S Adams Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Experience

Division Director

BLACK, TIRRELL

Council Sponsor

CMs Kinnear and

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

smacdonald@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

tblack@spokanecity.org

tstripes@spokanecity.org

jchurchill@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Applicant name: Asher Ernst

Applicant email: asher@buildincity.com

Committee Agenda Sheet

Urban Experience – February 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	CMs Kinnear and Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Two Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that both the Olmsted and S Adams Apartment Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, the both applicants intend to offer the units at Market rate and are seeking eight-year agreements.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the MFTE Conditional Agreement(S) for:</p> <p>The Olmsted Apts at the February 28, 2022 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 153 units, at 104 E 4th Ave</p> <ul style="list-style-type: none"> Property is zoned OR-150 and the proposed use is allowed. Estimated Construction Costs: \$14.5M Located in the East Central neighborhood. <p>The S Adams Apts at the February 28, 2022 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 14 units, at 605 and 615 S Adams</p> <ul style="list-style-type: none"> Property is zoned OR-150 and the proposed use is allowed. Estimated Construction Costs: \$2M Located in the Cliff-Cannon neighborhood.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



Funding Source One-time Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[\[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.\]](#)

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

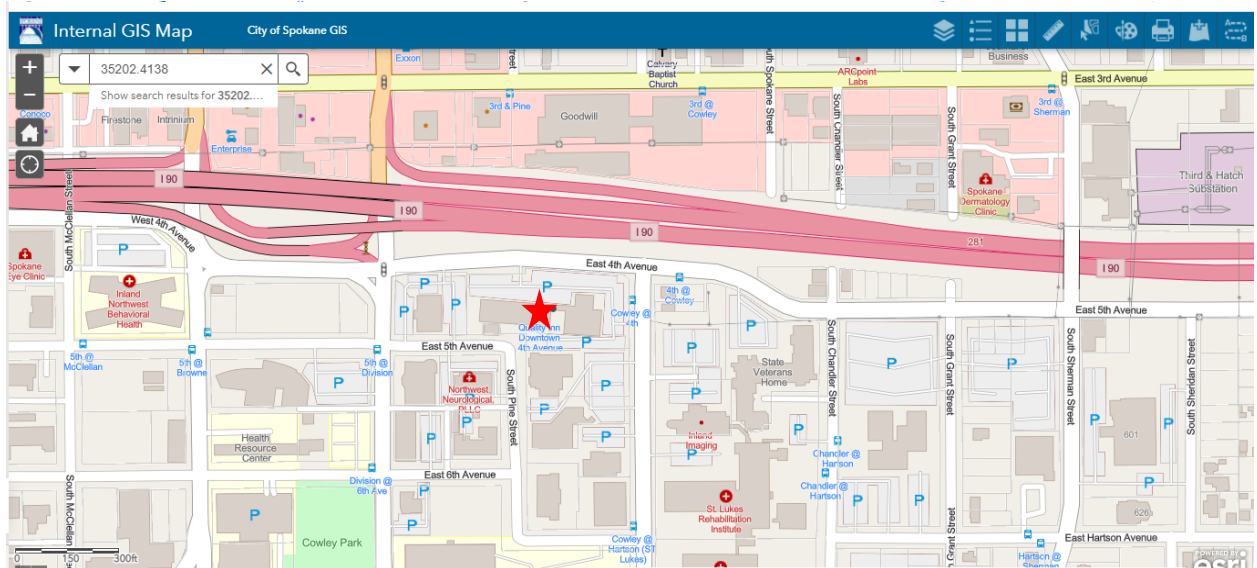
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

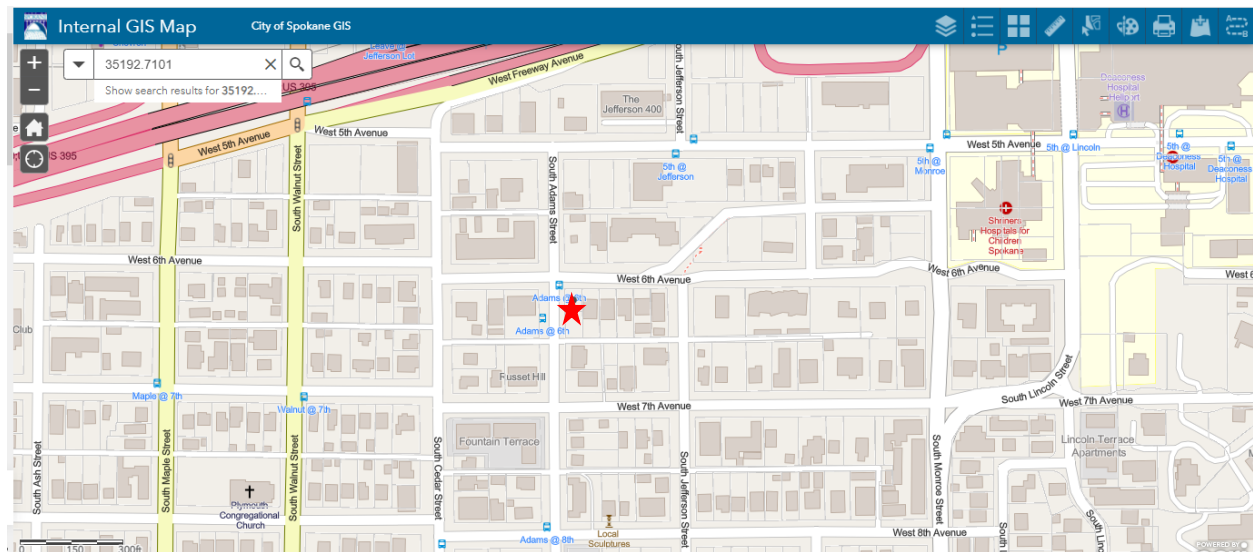
Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: Olmsted



Site & Location: S Adams Apts



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Asher Ernst and Erik Dordal, as "Owner/Taxpayer" whose business address is 2336 W 1st Ave. Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

19-25-43: "ADAMS" RESIDENTIAL CITY SHORT PLAT (Z20-235FSP) LOT 1 (AFN 7088655) and 19-25-43: "ADAMS" RESIDENTIAL CITY SHORT PLAT (Z20-235FSP) LOT 2 (AFN 7088655)

Assessor's Parcel Number(s) 35192.7101 and 35192.7101, commonly known as 605 and 617 S Adams.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 14 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing

units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is

signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

Asher Ernst

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

02/28/2022

Date Rec'd

2/14/2022

Clerk's File #

OPR 2022-0131

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

TERI STRIPES 6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - MFTE CONDITIONAL AGREEMENT - OLMSTEAD APARTMENTS

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with CV The Olmsted, LLC for the future rehab construction of approximately 153 housing units at Parcel Number(s) 35202.4138, commonly known as 104 E 4th Ave. This Conditional

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Olmsted Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Experience

Division Director

BLACK, TIRRELL

Council Sponsor

CMs Kinnear and

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

smacdonald@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

tblack@spokanecity.org

tstripes@spokanecity.org

jchurchill@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

identified in SMC 08.15.030. Once the project is constructed, the applicant intends to rent units at a market rate.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Applicant name Phil Batchelor

Applicant email phil@fortifyholdings.com

Committee Agenda Sheet

Urban Experience – February 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	CMs Kinnear and Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Two Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that both the Olmsted and S Adams Apartment Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, the both applicants intend to offer the units at Market rate and are seeking eight-year agreements.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the MFTE Conditional Agreement(S) for:</p> <p>The Olmsted Apts at the February 28, 2022 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 153 units, at 104 E 4th Ave</p> <ul style="list-style-type: none"> Property is zoned OR-150 and the proposed use is allowed. Estimated Construction Costs: \$14.5M Located in the East Central neighborhood. <p>The S Adams Apts at the February 28, 2022 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 14 units, at 605 and 615 S Adams</p> <ul style="list-style-type: none"> Property is zoned OR-150 and the proposed use is allowed. Estimated Construction Costs: \$2M Located in the Cliff-Cannon neighborhood.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	



Funding Source One-time Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[\[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.\]](#)

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

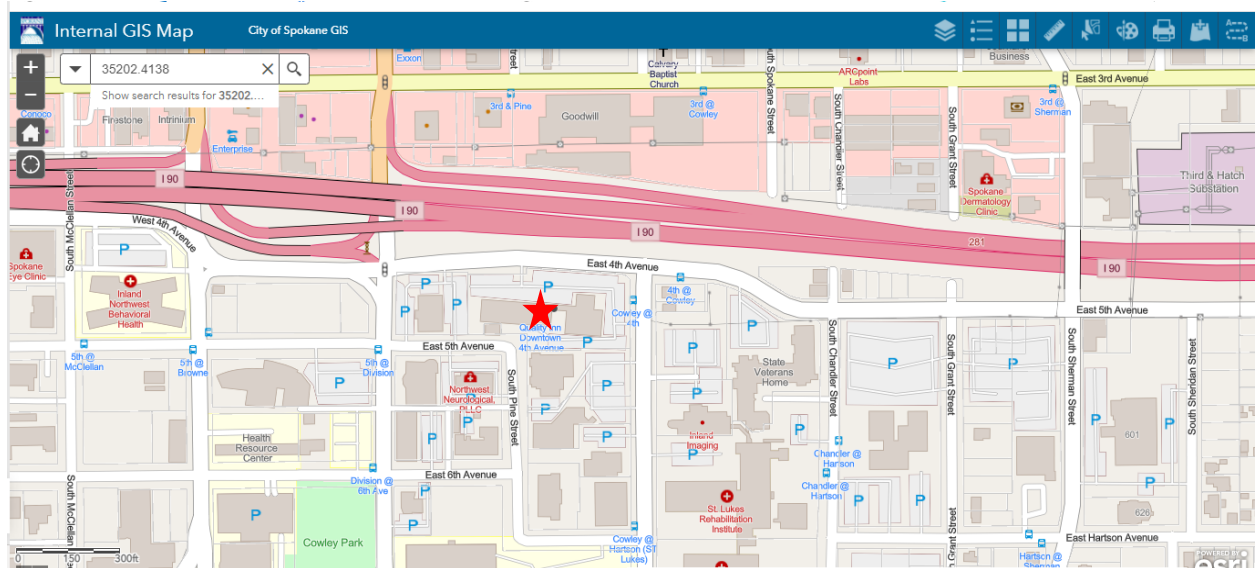
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

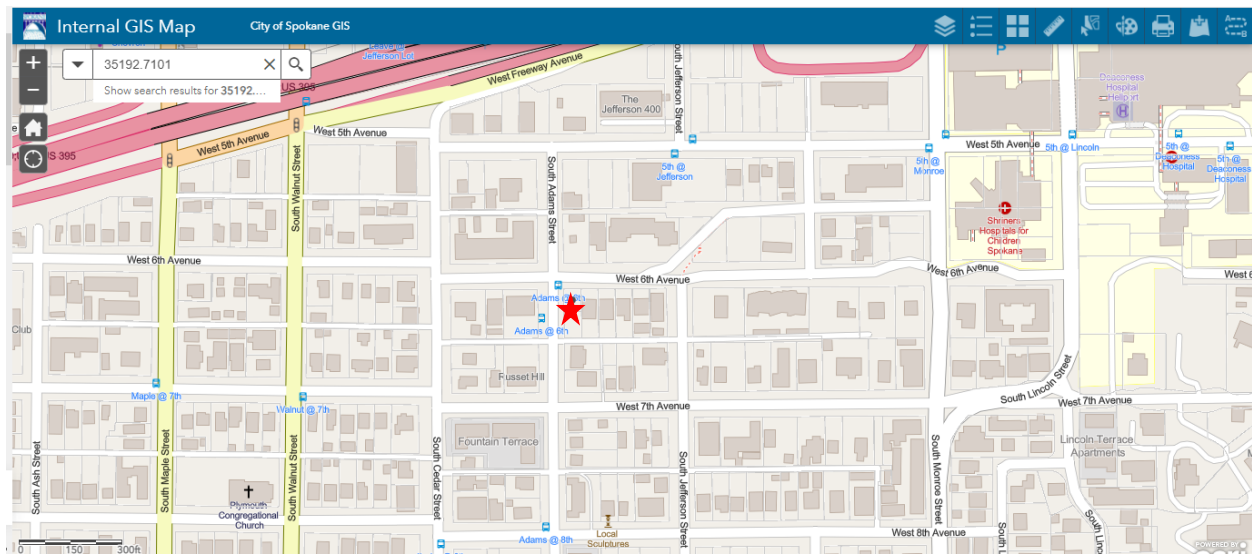
Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: Olmsted



Site & Location: S Adams Apts



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and CV The Olmsted, LLC, as "Owner/Taxpayer" whose business address is 17933 NW Evergreen Place, Suite 131, Beaverton, OR 97006.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

COWLEY TRACT SUBDIVISION/COWLEY'S 2ND RES & EXTPARCELS 1, 2, & 3R.O.S. IN AUDITOR'S FILE NO. 9202200239BK 51, PG 61, BEING PTNS OF LTS 7 & 8 BLK 1 COWLEY TRACTSUB AND PTNS OF TRACTS A & B COWLEYS 2ND RES & EXT & VACPINE ST.

Assessor's Parcel Number(s) 35202.4138, commonly known as 104 E 4th Ave

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 153 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing

units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is

signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287 adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

CV The Olmsted, LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

02/28/2022

Date Rec'd

2/8/2022

Clerk's File #

OPR 2022-0132

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**MEGHANN 6903
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

MASTER

Agenda Item Name

0620 OCCUPATIONAL MEDICAL SERVICES THROUGH KAISER PERMANENTE

Agenda Wording

Master Occupational Medical Services contract through Kaiser Permanente.

Summary (Background)

Kaiser Permanente to provide the City of Spokane with professional medical services including, but not limited to, pre-employment physicals, on-going physicals, and fit-for-duty exams.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Expense \$ \$200,000 annually

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals**Dept Head**STEINOLFSON,
MEGHANN**Division Director**STEINOLFSON,
MEGHANN**Finance**

BUSTOS, KIM

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**02/07/22 Public Safety
Committee**Council Sponsor**

CM Cathcart

Distribution List

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ksmith@spokanecity.org

rkokot@spokanecity.org

shenry@spokanecity.org

Additional Approvals**Purchasing**



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **PROFESSIONAL MEDICAL SERVICES AND
DRUG SCREENING SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KAISER PERMANENTE**, whose address is 322 North River Drive, Spokane, Washington, 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Professional Medical Services and Drug Screening Services, in accordance with IRFP 5539-21 issued by the City, and the Proposal for City of Spokane, which is attached as Exhibit B. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on March 1, 2022, and shall run through February 28, 2027, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be renewed upon mutual agreement of the Parties.

3. COMPENSATION / PAYMENT.

The City shall pay Company for services under this Agreement in accordance with Exhibit B and not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)** per year, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Human Resources Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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 reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company 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 Company's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. 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 Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

During the period of the Agreement, the Company 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 Title 48 RCW:

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 Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, 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 Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition.

Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KAISER PERMANENTE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Kaiser Permanente Proposal dated November 17, 2022

22-033

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



Partners in innovation

Proposal prepared for:

City of Spokane

IRFP No: 5539-21

IRFP Title: Professional Medical Services and Drug Screen Services

Issue Date | November 17, 2021

Presented by:

Linda LaMonte | Senior Manager

Kaiser Permanente On-the-Job®

Linda.L.LaMonte@kp.org | (206) 665-1458

November 17, 2021

Connie Wahl
Purchasing Department
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
Procurement portal: <https://spokane.procureware.com>

RE: City of Spokane Request for Proposal 5539-21
Professional Medical Services and Drug Screen Services

Dear Connie,

Kaiser Permanente On-the-Job® appreciates the opportunity to respond to the City of Spokane's request for proposal. We are honored to provide health care services to the City of Spokane for over 40 years. This response is a demonstration of our desire to continue working with you in a new capacity and our commitment to helping you reduce costs, mitigate health and safety risks, and boost employee performance with high quality, cost-effective occupational health, and safety services.

We are submitting a proposal for Option A, Physicals Only for your non-uniformed employees, uniformed police officers and firefighters, police officers, police property employees, and your waste to energy employees, to have ongoing physicals. Kaiser Permanente On-the-Job® will perform these services as outlined in the Scope of Work. We will provide the specific services requested in your proposal; we're also committed to working in partnership with you to protect your most valuable resource—your employees.

Kaiser Permanente On-the-Job® has extensive experience partnering with municipalities, like City of Spokane, providing them with occupational health services for their employees. Our occupational health services, which are available to all City of Spokane employees, include the following:

- Physical exams and clearances
- DOT Certification/Recertification Exams
- Fit for duty exams
- Surveillance exams
- Audiograms
- Respirator clearance questionnaire and exams
- Immunizations
- Drug and alcohol screening
- Injury care for workplace accidents and industrial illness
- Case management

Our goal is to make your occupational health and safety program as simple as possible to implement and administer. We believe you'll find our experience and qualifications compelling and persuasive, and we look forward to working with you.

Thank you for considering Kaiser Permanente On-the-Job® for your Occupational Health needs.

Sincerely,
Linda LaMonte
Sr. Manager, Kaiser Permanente On-the-Job®
Sales & Account Management Teams
Washington Region | Northwest Region
Kaiser Foundation Health Plan of Washington | Kaiser Foundation Health Plan of the Northwest
Cell: (206) 665-1458 | Linda.L.LaMonte@kp.org

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Executive Summary

Kaiser Permanente On-the-Job®

Professional Medical Services

City of Spokane



Accidents — and injuries — happen. Some are minor, some more severe. For those injuries that prevent workers from returning to the job right away, there's Kaiser Permanente Occupational Health. For nearly 30 years, we've been helping injured employees get back to their livelihood as soon as possible.

Specialists in injury care and more

We specialize in injury care provided by board-certified, actively practicing occupational medicine doctors* and specially trained providers — all part of the Washington State Department of Labor and Industries' Medical Provider Network. What's more, our case managers excel at keeping you informed of your employee's progress.

In addition to injury care, our Occupational Health offers medical screenings, commercial driver medical exams, employment exams — including post-offer and return-to-work — and drug and alcohol testing. In short, whatever you need to make sure your employees are cleared to work.

* At most of our Occupational Health locations

Learn more at kp.org

Our occupational medicine teams operate at 6 locations across the Puget Sound and 1 in Spokane. Your workers can get all their care — work-related injury care, X-ray, lab, and pharmacy — under one roof.

Kaiser Permanente On-the-Job Spokane

Riverfront Medical Center

322 W North River Drive
Spokane, WA 99201

Mon-Fri, 8 a.m. to 5 p.m.

Walk-in clinic on-site





A CENTER OF OCCUPATIONAL HEALTH AND EDUCATION

As 1 of only 6 Centers of Occupational Health and Education (COHE) in the state, Kaiser Permanente (formerly Group Health) employs occupational health best practices and works effectively to improve injured worker's health and reduce disability. The result? Your workers will be able to get back to work in a safe, timely manner.



- **Cost savings** — Employees in our care get back to work faster and at a lower cost.



- **One-stop convenience** — Nearly all our centers are located in or near clinical facilities, offering convenient access to specialists, pharmacy, X-ray, physical therapy, and more.



- **Advanced health information technology** — Caregivers have real-time access to the electronic medical records of Kaiser Permanente members, helping them make quick, well-informed decisions that improve outcomes.

Better outcomes through coordinated care

With Kaiser Permanente On-the-Job as part of your health care strategy, you benefit from our coordinated approach to care. Your employees get care from care teams connected to the same electronic health record – not disconnected third-party providers. And because we're fully integrated, our doctors, hospitals, and health plan can easily share information to help ensure your employees get the care they need.

A truly integrated care model



More services under one roof

Many of our occupational health centers are located at our medical facilities. Your employees can save time and money by getting more care in fewer trips — for example, physical therapy, lab tests, and prescriptions.

A complete picture of employee health

With our industry-leading electronic health record system, our caregivers can see and update your employees' entire health history, including allergies, past treatment decisions, most lab results, and more. With access to the full picture, it's easier to:

- Make better, more informed decisions
- Avoid duplicate prescriptions and possible drug complications
- Prevent gaps in care and protect long-term health

3.2 Letter of Submittal

City of Spokane

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

Name	Kaiser Foundation Health Plan of Washington (Kaiser Permanente)
Address	1300 SW 27 th St Renton, WA 98057
Principal place of business	Washington
Telephone	(206) 630-4636
Contacts	Paul Minardi, MR President and Chief Executive Officer Washington Permanente Medical Group paul.m.minardi@kp.org
	Todd Hesse Vice President, Sales and Business Development Marketing, Sales, and Business Development Kaiser Permanente Washington todd.a.hesse@kp.org

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

Kaiser Permanente's Health Plans and Hospitals located in Washington, Oregon, California, Colorado, Hawaii, Maryland, and the District of Columbia are nonprofit corporations whose capital is available for charitable, educational, research and related purposes and are generally exempt from federal and state income taxes. No individual or entity has any ownership interest in Health Plans or Hospitals.

Kaiser Permanente Washington was established in February 2017, when Kaiser Permanente acquired Group Health Cooperative. Group Health Cooperative was founded in Seattle in 1947.

In Spokane, Occupational Health services are provided at our Riverfront Medical Center.

C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12 months).

Kaiser Permanente has a current City employee who is on the Consumer Advisory Committee. Kaiser Permanente is committed to conducting its affairs with honesty and integrity. One way we support this commitment and protect Kaiser Permanente's reputation is by reviewing individuals' financial interests, and personal or professional relationships that have the potential to create an actual conflict of interest or the appearance of a conflict of interest.

D. Document and explain how the Firm meets the minimum requirements in Paragraph 1.3 "Minimum requirements".

Kaiser Foundation Health Plan of Washington (Kaiser Permanente) is licensed as a Health Maintenance Organization in the State of Washington.

All of Kaiser Permanente On-the-Job® (KPOJ) meets the City of Spokane's requirement of at least five years of Board Certification and experience providing occupational medicine for civilian as well as police and fire uniformed employees and the identification and treatment of infectious disease as the KPOJ physicians are board certified active practice physicians.

In addition, Kaiser Permanente is proud to be a part of Washington State Department of Labor & Industries' network of Centers of Occupational Health and Education (COHE). As one of only six COHEs, Kaiser Permanente employs occupational health best practices and works effectively to improve injured worker health and reduce disability.

KPOJ providers are employed by the Permanente Medical Group (PMG), a partnership of physicians that contracts exclusively with Kaiser Permanente. The vast majority of the care we provide is delivered by PMG physicians at our own facilities. Our doctors work as a team, with quality handoffs between primary and specialty care doctors. They're connected — sharing patients, best practices, and a common goal: health.

E. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

Kaiser Permanente will fully comply with all terms and conditions set forth in the Request for Proposal.



Todd Hesse
Vice President
Marketing, Sales, and Business Development
Kaiser Permanente Washington

3.3 Technical Proposal

City of Spokane

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

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

Project Requirements

Kaiser Permanente On-the-Job® understands the project requirements outlined within this IRFP as demonstrated below in the outline of our program, provider team, and robust medical records system. In addition, our Board-Certified Active Practice Occupational Medicine Provider team conducts an annual review of Federal, State, and OSHA guidelines allowing for our recommended protocols for various exams to be updated to ensure they meet and support the recommendations of such programs.

Our occupational health medical offices, staffed by board-certified physicians specializing in treating workplace injuries and illnesses, are experienced in occupational health and safety services plus return-to-work strategies. Our physicians are supported by case managers, who work together to get employees back to work and to full productivity as quickly as possible. Injured or ill employees may also be treated by our specialists, when medically necessary with our occupational health provider maintaining the attending physician status for the patient. Specialists will work with our occupational health physicians to provide employees' care that's coordinated from their first visit to their return to work.

Providing the right care at the right time to our patients is the hallmark of our Occupational Health program, Kaiser Permanente On-the-Job®. Our program is based on the principle that quality health care involves coordination of care, outstanding member service, patient safety, and appropriate and efficient utilization of resources. We continuously monitor and evaluate our services to help ensure high quality, cost-effective care for our members and employer customers.

Our service delivery model is designed to provide:

- Same day access to care
- Consistent follow-up access for continuity of care
- Locations with easy access and close proximity to large employers which supports productivity in the workplace
- Easy access to Radiology, Imaging, Labs and Pharmacies often located in our medical offices meaning one-stop shopping for most services
- Timely access to diagnostic and specialty services, to include physical therapy in 2022
- Timely access to surgery
- “Real-Time” communication with employers and insurers around return-to-work specifics

City of Spokane employees and candidates can easily schedule at one of our clinics through our centralized occupational health service center. In addition, they can schedule follow up visits, if needed, online using our MyChart patient portal.

The hours of operation for our Riverfront Occupational Health clinic are Monday through Friday, 8:00 a.m. to 5:00 p.m. Most clinics have two physicians or a physician and certified physician’s assistant plus two to four licensed practical nurses.

Proposed Methodology – Scope of Services

Kaiser Permanente On-the-Job® believes in a comprehensive, integrated approach to providing occupational health services.

Kaiser Permanente On-the-Job® has centralized Care Centers with appointing, messaging, and advice functions. Here, clinical and advice staff work with employers to clarify return to work restrictions and review modified job descriptions for appropriateness. Our regional case managers work directly with patients, employers, and insurers to remove barriers to access, support early return to work and minimize disability. Our case managers work closely with the entire occupational health team and are an accessible resource for employer and insurer questions or concerns. Kaiser Permanente On-the-Job® case management feature is linked to our electronic medical record system, providing case managers rapid and enhanced reports and referrals.

Our communications include:

- Faxes with work status report, communication to the designated employee representative on physicals/exam results are provided within 24-48 hours post patient visit

- Same day return of completed Job Analysis whenever possible. If a physician is out of the clinic and not able to complete the same day, our clinical staff standard is to call and let you know when you can expect to receive the Job Analysis
- Narrative response within 10 days
- Access to workers' compensation claims staff for questions and routing of forms and narratives
- Access to Occupational Health Care Centers for messaging physicians, advice, and appointments
- Access to Management team to partner with you to help find best practice solutions to meet your needs and resolve concerns
- Access to Sales and Marketing for account services
- Access to billing for bill requests, questions about bills and settlements
- Access to case managers for care concerns and case conferences

Project Team

Tasks specific to team members servicing the City of Spokane are described below:

- **Occupational Health Appointing Center:** This team works with the City of Spokane to schedule appointments, collect, and distribute appropriate physical exam or workers' comp paperwork and provide overall customer service related to scheduling exams for the City of Spokane and its employees.
- **Service Line Chief:** Dr. Greg Gutke leads our occupational medical provider team and provides medical oversight for problem claims that are escalated above the treating physician. In addition, he oversees the annual review of our medical protocols used by the provider team.
- **Case Managers:** This team specializes in workers' compensation claims addressing care management issues, as well as questions and concerns about treatment, referrals, progress, follow-up, and return to work issues.
- **Account Manager:** Kathy Deines is assigned to the City of Spokane's account representing the city's needs to our care delivery team for any occupational health and safety service inquiries, questions, or concerns.
- **Director of Occupational Health:** Randy Hartman manages all parties within KPOJ delivery system.
- **Revenue Cycle Supervisor:** Anthony Fox is our revenue cycle supervisor over corporate accounts and available to discuss any billing questions or concerns related to this account.

KPOJ Occupational Health Clinic teams are committed to timely and efficient communication with all parties whether the service is occupational health and safety services or involving a workers' compensation claim including the employer, insurer, patient, or state agencies. We

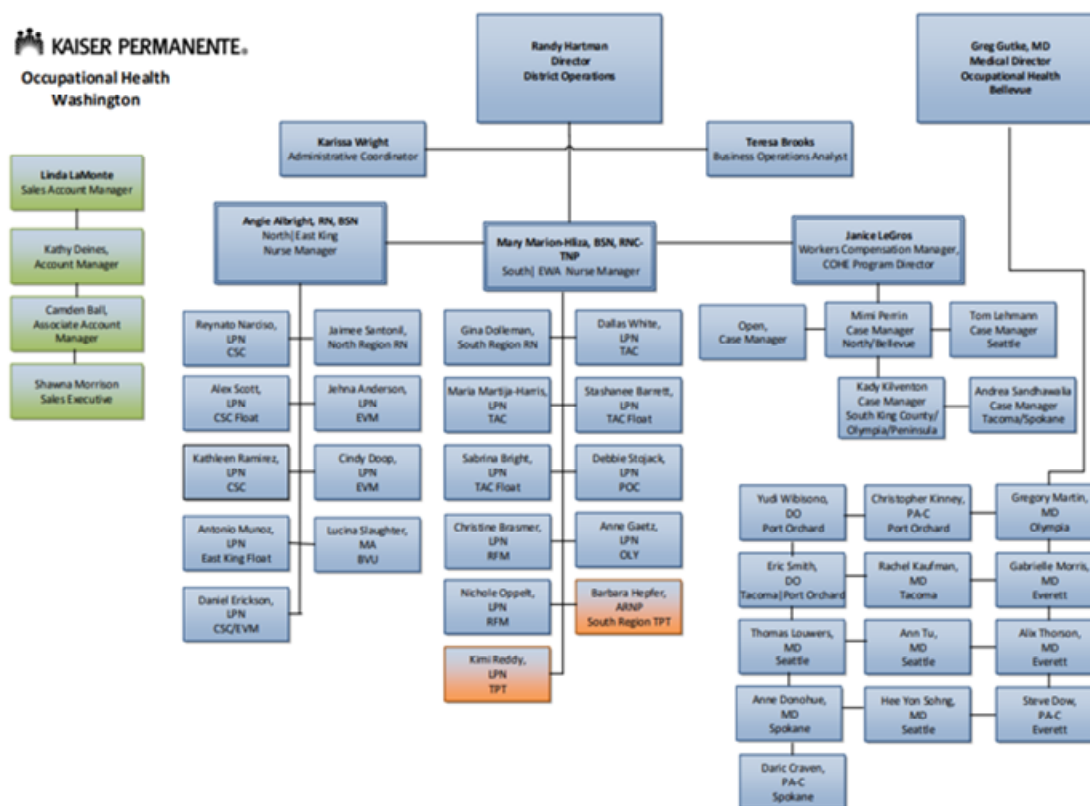
respond to correspondences, requests for current medical records and disputes within timeframes established in Washington rules.

Appointments are scheduled during regular clinic hours through the occupational health appointing/scheduling department, which is available from 8:00 a.m. to 5:00 p.m. Monday through Friday. Appointments for most services are made within 24 to 48 hours.

Kaiser Permanente providers are given the tools and support to partner with their patients making treatment decisions. Our physicians use evidence based clinical practice guidelines (CPGs) to guide their decisions. Provider compliance and individual performance data are monitored through our quality program.

Issues and questions can always be escalated to Kathy Deines, your KPOJ account manager, or Randy Hartman, Director, Occupational Health.

Please see our Occupational Health department organizational chart below:



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

Proposed Services – Scope of Services

Kaiser Permanente On-the-Job® will perform the services as outlined in the Scope of Work and noted below. Our goal is not just to provide you with the specific services requested in your request for proposal; we're also committed to working in partnership with you to protect your organization's most valuable resource, your employees' health.

Scope of Services – General

As part of the contracted services, the Firm must be:

- 1. Able to advise, update and maintain all records and documents pertaining to the program.**

Confirmed. Through our industry-leading electronic medical record system, Kaiser Permanente HealthConnect®, caregivers have real-time access to members' medical information – helping them make quick, well-informed decisions that improve your employees' health outcomes. Access to pharmacy records and information about drug allergies helps doctors avoid duplicate prescriptions and possible drug complications. Also, treatment decisions, lab results, and X-rays are stored electronically – preventing gaps in care and protecting the long-term health of your employees.

We offer a comprehensive solution for employers that are looking for a single provider of personal medical benefits, workplace safety, and the treatment of occupational injuries, and Kaiser Permanente On-the-Job® (KPOJ) is an integral part of the Kaiser Permanente service offering.

We document the City's employees' care, including laboratory tests and X-rays, in our electronic medical record system, KP HealthConnect, which can be viewed by any authorized Kaiser Permanente provider. This system helps prevent duplication of services and unnecessary tests and procedures that increase costs.

Moreover, KP HealthConnect minimizes costly redundancies because treating physicians and other care providers have real-time access to member's medical records—including test results—no matter where the member receives care in our

system. By working as a team, we avoid delays that prolong recovery or create the need for rescheduled visits due to missing information such as sleep apnea records which may postpone the completion of a DOT Medical Exam. Everyone at our occupational health location uses the same computerized system to share information. Doctors do not need to wait for X-rays, they're available online. Therapists do not wait for doctors' orders; they are automatically located in the patient's file. Everyone has the information needed to do the job.

Kaiser Permanente adheres to all standards set forth by HIPAA to ensure information security.

2. Able to track, compile, maintain and submit any reports that the State requires as part of the program

Confirmed. Kaiser Permanente's electronic medical record allows us to collect data and customize reports for our clients. KPOJ will collaborate with the City to customize reports to fit your specific requirements. We welcome further discussions to determine the type of reporting information needed.

3. Have a Medical Reviewing Officer (MRO) on site to perform necessary duties as part of the program.

Kaiser Permanente Washington is quoting Option A only. Within Option A; when a drug screen is a component of an exam we will be utilizing our contracted partner Drug Free Business to provide MRO services; they are not on-site.

4. Have sufficient staff to handle appointment scheduling, referrals, and a variety of examinations and testing in a prompt manner.

Confirmed. Kaiser Permanente On-the-Job® has a centralized appointment scheduling department specifically for our occupational health services. Appointment scheduling is available Monday through Friday 8:00 a.m. to 5:00 p.m. on all business days. Appointments for services are made within 24-48 hours of request.

Referrals are typically scheduled within the Kaiser Permanente system through our own network of specialists.

All KPOJ clinics are staffed by at least one physician who is board certified in Occupational Medicine and a certified Physician's Assistant with over five years of occupation health and safety services experience. Both of our providers at the Riverfront, Spokane location are certified to provide DOT medical examinations, pre-hire

physicals as well as a variety of annual physicals. Supporting our providers is a team comprised of a combination of RNs, LPNs and Medical Assistants.

Our Occupational Health Clinic is open on all business days from 8:00 a.m. to 5:00 p.m. Monday through Friday.

5. Have the ability to schedule appointments within three (3) days or less of request.

Confirmed. Our Riverfront Occupational Health Clinic is open from 8:00 a.m. to 5:00 p.m. Monday through Friday. Appointments for services are made within 24-48 hours of request.

6. Have examination and test results reviewed by physician and sent to the Human Resources Department within 24 to 48 hours of appointment.

Kaiser Permanente On-the-Job® affirms that we have read, understood, and can meet the requirement of results reporting within 24 – 48 business hours of appointment.

Scope of Services – Option A - Physicals

Kaiser Permanente On-the-Job® will perform the services as outlined under Option A – Physicals as follows:

- A. Post Offer Pre-Employment Physicals**
 - 1. Non-Uniformed Employees**
 - 2. Uniformed Police Officers**
 - 3. Uniformed Firefighters**
- B. Ongoing Physicals**
 - 1. Firefighters**
 - 2. Police Officers**
 - 3. Police Property Employees**
 - 4. Waste to Energy Employees**
- C. DOT Certification/Recertification Medical Exams**
- D. Fit-for-Duty Exams**
- E. Return to Work from Layoff**
- F. Exit Audiograms**
- G. Miscellaneous**
- H. Case Management**

Kaiser Permanente On-the-Job® Case Managers are available to discuss injury and illness cases; they are accessible by phone should the claims examiner or City-designated nurse case manager have a question or concern. Case Managers work

directly with our physicians, which includes meeting regularly with them. This is aided by our electronic medical records system. Case Managers also address care management, treatment, progress, follow-up, and return-to-work issues. Pre-authorizations for medical necessity and authorizations for outside referrals are reviewed and approved prior to scheduling. Case Managers are available to the claims staff Monday through Friday.

I. Consultation

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

J. Maintain Medical Records

1. The Firm will serve as Custodian of Medical Records and will be responsible for properly storing and maintaining medical records and be in compliance with HIPAA regulations.

Kaiser Permanente has rigorous guidelines for protecting confidentiality. We adhere to state and federal patient confidentiality guidelines and are compliant with HIPAA Privacy Regulations. We regard all paper and electronic medical records as confidential. Unless required or allowed by law, records are released only with prior authorization from the patient or patient's guardian. Physicians and staff store, handle, and review medical records in a manner that controls access and protects confidentiality.

Maintaining the confidentiality of medical records is a job Kaiser Permanente On-the-Job® takes very seriously. Each person involved in patient care has agreed in writing to follow our confidentiality policies and faces severe consequences if these policies are not followed.

We have built into our electronic records system several confidentiality safeguards, including:

- Thorough confidentiality training for all users
- Monitoring for compliance with confidentiality and security guidelines, including an automatic shut-down of electronic records when not in use
- User access restricted to minimum needed information
- Care is also provided through health practitioners and hospitals that contract with us. Our contracts allow us to share pertinent patient

information in order to coordinate care and also require strict patient confidentiality

- 2. Only medical information will be maintained in the City medical records and shall be kept under the control of Firm's medical personnel only. Any records maintained by non-health professionals shall not contain medical information.**

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

- 3. The Firm will maintain confidential medical records, which may include medical histories, examinations, progress notes, narrative health evaluations, medical correspondence, and results from laboratory and diagnostic procedures including x-rays and audiograms. The Firm shall disclose to the City medical information that has a work-related component, such as an injury or illness that has occurred at work and is subject to the provisions of workers compensation statutes. Management must be apprised of the cause, diagnosis, treatment, and rehabilitation measures relevant to a work-related injury or illness as well as the need for vocational counseling. Injuries or illnesses that are not work-related remain subject to the medical confidentiality obligation and will not be released without the employee's written consent. However, reports pertaining to a pre-employment physical, or a fitness-for-duty evaluation must disclose medical information that would prevent the employee from performing fully in his/her position with or without accommodation.**

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

- 4. Results of industrial hygiene monitoring procedures are considered non-confidential exposure information and may be maintained separately.**

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

- 5. Medical information may not be released to non-medical company managers or to individuals outside of the City without written consent of the employee, except for worker's compensation cases, subpoenas, arbitration proceedings, or when it is in the best interest of the health and safety of the individuals or others.**

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

K. Additional General Requirements of Firm

1. Participate in training, education, and health promotion programs for employees outlined by the City, augmenting such programs by personal contributions.

Kaiser Permanente hosts monthly webinars that are open to the public, which promote a healthy lifestyle or ways to combat stress. Our Best Clinical and Administrative Practices (BCAP) Occupational Health providers conduct an annual review of required and recommended services for physical exams such as firefighter exams and law enforcement exams. This information is shared with our customers to help keep the exam requirements current and in standing with federal regulations.

KPOJ is more than willing to align with the City to determine the scope of your employee wellness programs to identify how we can support your training, education, and health promotion programs.

2. Protect the privacy of individual employees by conforming to ethical principles of the American College of Occupational and Environmental Medicine.

Kaiser Permanente On-the-Job® affirms that we have read, understand and will copy with this requirement. We acknowledge the ethical principles of ACOEM to include the following:

- An Obligation to Enhance a Safe and Healthy Workplace Environment
- An Obligation to Maintain Ethical Standards
- An Obligation to Avoid Discrimination
- An Obligation to Maintain Professional Competence
- An Obligation to Maintain Patient Confidentiality
- An Obligation to Advise and Report
- An Obligation to Address Conflict of Interest

For the second year in a row, Kaiser Permanente has been named one of the World's Most Ethical Companies by the Ethisphere Institute, an independent group that monitors business ethics. Kaiser Permanente was one of 132

honorees worldwide, and one of only two organizations recognized in the Integrated Healthcare System category in 2020. The award honors organizations whose practices set the global standards of business integrity and corporate citizenship.

Source: "The 2020 World's Most Ethical Companies® Honoree List," Ethisphere.com, February 25, 2020.

Short citation: Ethisphere.com, February 25, 2020.

Link: worldsmoethicalcompanies.com/honorees/?fwpp_industry=integrated-healthcare-system

3. Maintain familiarity with the City by on-site rounds at least four (4) times yearly.

Kaiser Permanente On-the-Job® welcomes the opportunity to attend on-site rounds with the City of Spokane. We believe this is a critical component of fully understanding the environment the city employees work in and would be very beneficial for our teams to experience. In addition, if the city wishes to attend an on-site rounding or clinic tour of our Kaiser Permanente On-the-Job® facility, we would be happy to accommodate this request while adhering to company guidelines for such visits.

4. Properly advise employee and City of limitations, qualifications, or restriction placed on work activities.

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

5. Act as agent of the City in reference to CFR 1910.20 (Access to Employee Exposure and Medical Records) with all costs incurred by the Firm as a result of compliance with CFR 1910.20 to be paid by City.

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

6. Store medical records for City with storage fees to be paid by City.

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

Our paperless electronic medical record (EMR) system, Kaiser Permanente HealthConnect, is the largest private-sector EMR system in the world. It enables us to improve care, reduce errors, and eliminate paper waste.

Kaiser Permanente's Information Security Policy includes a section on information classification. Documents, media, and files that contain PHI, or personally identifiable information (PII), are classified as confidential. These files are then protected in accordance with federal and state laws — chief among these is the federal law HIPAA (Health Insurance Portability and Accountability Act). HIPAA lays out security and privacy requirements for handling members' confidential health care information. Kaiser Permanente is fully compliant with HIPAA.

KP HealthConnect is also compliant with the Health Information Technology for Economic and Clinical Health Act (HITECH) standards for protecting a member's private digital information. HITECH is a specific part of HIPAA that addresses confidential, digital member information.

All active medical records, electronic and hard copies, are kept on site. Archived hard copy storage is kept off-site for 10 years.

7. Be familiar with and adhere to City's policies and procedures on occupational health.

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

8. Participate in training, education, and health promotion programs for employees outlined by the City, augmenting such programs by personal contributions.

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

9. Provide billing information in an electronic format such as an Excel file (.xlsx) in addition to the paper invoice.

Kaiser Permanente On-the-Job® would be happy to pair an excel formatted copy of your monthly invoice along with our paper statement.

10. Respond to email or messages left with Firm within a 24-hour window.

Kaiser Permanente On-the-Job® affirms that we have read, understand, and will comply with this requirement.

Kaiser Permanente On-the-Job® is prepared to provide the City of Spokane with Diagnostic and Preventive Screenings listed above as part of our standard Occupational Health offering.

Please note the following qualifying statements:

- NPFA exams are completed in our KPOJ Occupational Health facilities: the treadmill test is done at our Kaiser Permanente clinic.
- All lab work is provided at the Kaiser Permanente Clinics
- Due to COVID-19 spirometry testing is suspended at this time. We anticipate we will resume testing soon.

High Quality Care

Kaiser Permanente On-the-Job® believes in a comprehensive, integrated approach to providing occupational health services. Employers, like City of Spokane, rely on KPOJ to provide high quality medical care, to manage claims in a cost effective and timely way and return workers to their jobs.

We apply exacting quality standards – the same ones that have earned us NCQA Excellent accreditation for our health for our occupational health and safety services program. KPOJ works with our providers directly through feedback and education to resolve issues and support a quality outcome. Our core staff of Occupational providers meets monthly to address concerns, provide continuing education and participate in quality management work including peer review.

The Kaiser Permanente Quality Program includes the framework for assessing and continuously improving the care delivered to Plan members and others. This framework, the peer review process, is considered an integral part of quality, patient safety, resource, and risk management strategies. The objective of the peer review process is to:

- Develop uniform practices in all settings
- Develop and implement peer review methods for all settings
- Provide protection for quality assessment and improvement activities
- Promote a non-punitive culture in which Kaiser Permanente learns from mistakes

Scope of Work Changes or Issue Resolution

In the event of changes to the Scope of Work, Kaiser Permanente On-the-Job® will partner with the City of Spokane to ensure all occupational health needs are satisfied. Our Account Management team will meet regularly with the City of Spokane team to promote ongoing communications and to make any necessary adjustments throughout the course of the contract. Kaiser Permanente On-the-Job® will inform the City of Spokane when new or improved services are added to our product line.

3.4 Management Proposal

City of Spokane

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

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.**

Kaiser Permanente's Experience

Kaiser Permanente is a non-profit integrated group practice with more than 70 years' experience in managing the medical treatment of work-related illness and injury and providing a full range of workplace health services. Workers' compensation is the cornerstone upon which Kaiser Permanente was built. This commitment to treating workers continues with Kaiser Permanente On-the-Job® (KPOJ) as a single-source provider of medical, rehabilitative, and health services for the workplace.

We know that people who choose to work in public agencies, and state and local government are often characterized by a commitment to service. They want to make a difference. As a result, they are willing to forgo the higher salaries found in the private sector so that they can contribute to building their communities. We respect that kind of commitment. And we believe that these employees should not be further burdened by being forced to accept second-rate health care benefits. As a nonprofit organization, Kaiser Permanente understands what it means to put a mission of service ahead of profit motives. It's one of the reasons we consistently are ranked at the top by the National Committee for Quality Assurance. It's why we never make decisions based on their impact on share value rather than on their role in providing good medicine.

Kaiser Permanente On-the-Job® will utilize the following sub-consultants for the fulfillment of the requirements of this contract:

- Legacy Labs for lab-based drug screens if the city wishes to have KPOJ use our contracted vendor rather than the company that is awarded Option B in this RFP.
- Drug Free Business for MRO services related to any lab-based drug screens

- DAMARCO a 3M company for online respiratory questionnaires

Key Team Members

We have included resumes for the Occupational Health clinicians that serve our Riverfront Medical Center, the location that will provide occupational health services for City of Spokane employees. The experienced project management team for our Occupational Health department is as follows:

Greg Gutke, MD, MPH, Chief Medical Officer for Occupational Health

Dr. Gutke joined Kaiser Permanente in 2012 as an Occupational Medicine Physician. Since 2018, he has served as the Service Line Chief for Occupational Medicine. In this role, he provides medical direction and oversight for the Occupational Health Department, responsible for 20 clinician direct reports in 11 clinics. He continues to provide daily direct patient care for patients with chronic and acute cases of work-related injury and illness.

Dr. Gutke earned his Doctor of Medicine from the Uniformed Services University of Health Sciences in May 2002 and his Master of Public Health in June 2005 from the same institution.

Anne Donohue, MD, MPH, Occupational Medicine Physician

Dr. Donohue joined the Riverfront Occupational Health team in March 2011. Dr. Donohue earned her doctorate from Georgetown University School of Medicine in 1999. She has almost 20 years' experience as a physician and became an occupational medicine practitioner in 2009.

Daric Craven, PA-C, Occupational Health Physician Assistant

PA Craven joined the Riverfront Occupational Health team in August 2021. He previously worked in our Federal Way and Renton KPOJ Clinics where he treated a variety of work-related injuries. PA Craven earned his Bachelor of Clinical Health Services degree from MEDEX Northwest Physician Assistant Training Program, University of Washington School of Medicine in Seattle, WA.

Linda LaMonte, Sr. Manager, Kaiser Permanente On-the-Job® WA Region/NW Region

Linda has oversight of the KPOJ Sales and Account Management Team in the Pacific Northwest market, which comprises the Oregon and Washington Region. She began her career with Kaiser Permanente On-the-Job® in 2018. She has over 25 years of experience working with injury claims and 19 years specific to the workers' compensation field working the entire spectrum from acute care, industrial rehabilitation, to second opinion and independent medical exams on a national level.

Linda holds a BS Degree in Business Administration specializing in Human Resource Management. She has served on the board for the Washington Self Insurer Association & Professionals in Workers' Compensation. Linda has chaired three fundraisers for Kids Chance of Washington.

Mary Marion-Hliza, BSN, RN-C, MNN – Occupational Health Nurse Regional Manager, Kaiser Permanente On-the-Job® WA Region

Mary became manager of South Region Occupational Health in November 2018. She oversees the Occupational Health departments in Riverfront, as well as Tacoma, Olympia, Port Orchard, and previously Federal Way. Prior to that, Mary worked as the South Regional Occupational Health Team RN in Kaiser Permanente On the Job WA Region for two years.

Mary has worked in a variety of settings as an RN since 1993, including Labor and Delivery, Ambulatory Care – Family Practice (Charge nurse, Lead Nurse, Clinic Supervisor), Elementary School Nurse, Public Health Clinical Nurse, Community Health Care Nurse (Team RN then Clinic Supervisor), Group Health Consulting Nurse, and Public Health Nurse in the Maternity Support/Infant Case Management and WIC program for Seattle-King County.

Randy Hartman, MBA – Director of Occupational Health Services, WA Region.

Randy has oversight of the Kaiser Occupational Medicine program in the state of Washington. He has over 20 years' experience in the healthcare field, a majority of which has been with integrated health systems and multispecialty services, including Urgent Care. He has had great success in developing highly efficient models of care and will be providing the oversight necessary to fulfill and exceed the requirements of this contract.

Randy Has an MBA with emphasis on Healthcare Administration and is certified in Value Based Care.

Shawna Morrison, Sales Executive, Kaiser Permanente On-the-Job® Washington

As the Sales Executive for Kaiser Permanente's Occupational Health Program, Shawna is responsible for the development of new occupational health clients, as well as maintaining customer satisfaction among current Kaiser Permanente On-the-Job® customers. By providing consultation to employer groups surrounding their occupational health care needs, Shawna is a resource for employers looking to manage their work-related injuries and illnesses. Additionally, Shawna works with employers to identify specific Occupational Health & Safety Services that may be required to maintain compliance under state and federal regulations.

Shawna holds an Associate of Arts Degree and is currently pursuing a degree in International Business. She has more than 12 years of sales and account management experience in the occupational health care industry. Shawna served as a President on the Board of Directors for the White Center Food Bank for three years.

Kathy Deines-Account Manager, Kaiser Permanente On-the-Job® Washington

Kathy has over 25 years of experience within the occupational health care industry and started her career with Kaiser Permanente On-the-Job® in 2019. She works directly with employers to identify specific occupational health and safety services that may be required to maintain compliance under state and federal guidelines. Kathy helps to maintain customer satisfaction among current Kaiser Permanente On-the-Job® customers as well as facilitating contract renewals, answering employer's day-to-day questions, and acting as a liaison for concerns or issues.

Refer to the following staff qualifications/experience documentation:

Exhibit – Chief Medical Officer for Occupational Health, Greg Gutke, MD, MPH

Exhibit – Occupational Health Physician, Anne Donohue, MD, MPH

Exhibit – Occupational Health Physician Assistant, Daric Craven, PA-C

Staffing Plan

Key personnel are board-certified physicians, RNs, LPNs, and Physician Assistants (PAs). Kaiser Permanente physicians are board certified and specialize in occupational medicine. They are experienced in all aspects of Occupational Medicine and are considered experts in their field. The KPOJ staff works full time in Occupational Health, providing services outlined in this RFP. Continuing medical education is provided for all the physicians and they meet monthly for training/education and to discuss topics specific to Occupational Health.

Our nursing staff has comprehensive training in nursing skills and patient safety through Kaiser Permanente. All nursing staff complete clinical competency testing taught by the Occupational Health RN Team Leaders. All nursing staff are certified for audiometry, spirometry, and urine drug screen collection. The clinical nursing supervisor and the RN Team Leads support all nursing staff.

Occupational Health Service Center is available Monday through Friday, 8 a.m. to 5 p.m. to assist employers, injured workers, and insurers. The service center staff includes RNs, PAs, and LPNs. The minimum coverage is one RN, one PA, and two LPNs.

- B. Include a list of contracts the Firm has had during the last three (3) years that relate to the Firm's ability to perform the services needed under this IRFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not**

include City staff as references. The Firm grants permission to the City to contact the list provided.

Kaiser Permanente On-the-Job® has provided a wide variety of services for these agencies for many years including the treatment of injured workers, physical examinations, drug and alcohol tests, vaccinations, vision testing, respirator certifications, hazardous materials examinations, medical surveillance, and audiometric testing. We regularly work with large group clients and currently serve many government agencies including, but not limited to:

KPOJ Clients	
State of Washington	Kitsap County
City of Everett	City of Marysville
City of Seattle	City of Kirkland
Snohomish County	City of Lynnwood
Snohomish County PUD	City of Issaquah
Boeing	City of Lake Stevens
King County	City of Mukilteo
Kitsap Transit	City of Mercer Island

References			
Customer	City of Everett	Seattle Housing Authority	Washington State Department of Health
Address	2930 Wetmore Ave, Suite 5A Everett, WA 98201	190 Queen Anne Ave N PO Box 19028 Seattle, WA 98109	1610 NE 150 th St Shoreline, WA 98188
Contact Name	Megan Munroe EHS Manager	Janet Rodriguez Human Resources	Heather Matthies Safety Officer
Phone	(425) 257-8775	(206) 615-3321	(206) 418-5524
Email	mmunroe@everettwa.gov	Janet.rodriquez@seattlehousing.org	Heather.matties@doh.wa.gov
Contract Period	February 2010 - present	January 2012 - present	December 2014 - present

- C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's

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

Kaiser Permanente has not experienced termination for default in the past five years.

3.5 Cost Proposal

City of Spokane

The Cost Proposal shall identify all costs to be charged including and expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Complete Attachment 2 “Cost Proposal Pricing Form” and submit with Proposal response. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

Please see Cost Proposal Pricing Form.

Proprietary Information / Public Disclosure

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received, or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.

Kaiser Permanente’s response, including but not limited to, business procedures, concepts, ideas, processes, plans, financial data and proposals, and other information disclosed in this RFP whether written, orally or in electronic form (collectively referred to as the “Kaiser Response”) contains confidential and proprietary information of Kaiser Permanente. Kaiser Permanente submits the Kaiser Response with the expectation that the City of Spokane shall only use the Kaiser Response to evaluate the RFP and shall not disclose any confidential or proprietary information contained in the Kaiser Response to any persons or entities other than (1) as required by law, or (2) to the employees or consultants of the City of Spokane who reasonably need to know and have agreed to maintain the confidentiality of the Kaiser Response consistent with the foregoing. If the City of Spokane is requested or required (by a valid law, regulation, subpoena, demand, order or other process of a court or government entity) to disclose the Kaiser Response, the City of Spokane will provide Kaiser Permanente with prompt notice of such request so that Kaiser Permanente may take appropriate action.

Proposal Section or Document	Protected from Disclosure
Section 3.5 Cost Proposal	Pursuant to RCW 42.56.270: contains proprietary, confidential, and trade secret information pertaining to Kaiser Permanente Washington’s current and prospective health plan strategies, pricing/rates for services, unique methods of conducting business, and data associated with Kaiser Permanente Washington’s strategies.

Exhibits

Section / Question	Description of Item
3.4.A.	Chief Medical Officer for Occupational Health Resume, Greg Gutke, MD, MPH
3.4.A.	Occupational Medicine Physician Resume, Anne Donohue, MD, MPH
3.4.A.	Occupational Health Physician Assistant Resume, Daric Craven, PA-C

GREGORY GUTKE, M.D., M.P.H.

QUALIFICATIONS

Intelligent, well-liked physician boarded in Occupational Medicine. Background in acute and chronic occupational medical care, industrial medicine, fitness for duty/return to work/medical surveillance exams, medical disability review, and leadership including oversight of a multi-site Occupational Medicine Department.

EXPERIENCE

Occupational Medicine, Kaiser Permanente

Seattle, WA

Service Line Chief, Occupational Medicine

2018-Present

Provides medical direction and oversight for the Occupational Health Department of Kaiser Permanente in Washington, responsible for 20 clinician direct reports in 11 clinics. Also continues to provide daily direct patient care for patients with both chronic and acute cases of work related injury and illness.

Occupational Medicine, Kaiser Permanente

Seattle, WA

Occupational Medicine Physician

2012-2018

Provides direct daily patient care for injured workers to return them to productive work and restore them to health. Sees both chronic and acute cases of work related injury and illness in a busy full time clinical practice.

Occupational Medicine Services, United States Air Force

Robins AFB, GA

Occupational Medicine Physician, Deputy Flight Commander

2010-2012

Provides occupational medicine services to over 21,000 employees at the single largest industrial complex in Georgia with over 300 work sites. Duties include acute occupational injury and illness care; medical surveillance, return to work, and fitness for duty exams; and consulting for all work-related exposures on the installation. Additional duties include assisting in the management of a clinic with 4 physicians, 2 physician assistants, 9 nurses, and 28 personnel.

Clinical Informatics Branch, United States Air Force

Brooks City-Base, TX

Physician Epidemiologist

2008-2010

Medical Director for the Military Healthcare System Population Health Portal, containing preventive health and disease management recommendations for a population base of over 5.5 million. Leader of information technology efforts for new Preventive Health Assessment that saves the Air Force over 120,000 primary care visits annually.

Brooke Army Medical Center, United States Army

Ft Sam Houston, TX

Occupational Medicine Physician

2007-2010

Performs occupational medicine care on a part-time basis to workers at a 450 bed flagship Army Medical Center, and on an installation with over 27,000 employees. Clinical duties include Pre-placement, Department of Transportation (DOT), and medical surveillance exams of a wide range of occupations on the installation and in the medical center.

Epidemiology Services Branch, United States Air Force

Brooks City-Base, TX

Physician Consultant

2006-2008

Directs the Air Force influenza surveillance system with a budget of over \$3 Million and a workforce of 10 personnel. Maintains oversight of the influenza informatics system and directs all lab-based influenza sampling for over 50 worldwide sites. Performs Disease and Non-Battle Injury surveillance for 10 Air Force deployed military treatment facilities and over 200,000 Central Command troops.

14th Medical Operations Squadron, United States Air Force

Columbus AFB, MS

General Medical Officer

2003-2004

Provides medical care to Air Force personnel and their dependents. Duties include performing preventive health assessments, participating in measures to improve the clinic quality of care, and providing general medical care and surveillance for student pilots and their instructors, security personnel, and firefighters.

TRAINING

National Capital Consortium

Washington, DC

Resident in Preventive Medicine

2004-2006

Worked for the Office of Occupational Medicine, Occupational Safety and Health Administration (OSHA), Washington D.C.; Occupational Medicine Service at the National Institutes of Health, Bethesda, MD; National Committee for Quality Assurance, Washington D.C.; Center for Primary Care, Prevention, and Clinical Partnerships at the Agency for Healthcare Research and Quality, Rockville, MD; Department of Health and Human Services, Montgomery County, MD; Travel Medicine Clinic, National Naval Medical Center, Bethesda, MD.

Wright State University School of Medicine

Dayton, OH

Intern

2002-2003

Rotations in inpatient and ambulatory internal medicine, gastroenterology, oncology, neurology, psychiatry, and cardiac intensive care

EDUCATION

Master of Public Health

Bethesda, MD

Uniformed Services University of the Health Sciences

June 2005

Doctor of Medicine

Bethesda, MD

Uniformed Services University of the Health Sciences

May 2002

Bachelor of Science, Biology

Salt Lake City, UT

University of Utah

June 1998

CERTIFICATIONS

Board Certified in Occupational Medicine, American Board of Preventive Medicine. Certification expires January 31st, 2028

Certified Medical Examiner, by the National Registry of Certified Medical Examiners. National Registry # 5861049247.

HONORS AND AWARDS

Air Force Meritorious Service Medal, First Oak Leaf Cluster. 2010

Air Force Meritorious Service Medal. 2008

Occupational Medicine Board Exam, 90th percentile. 2008

Public Health and General Preventive Medicine Board Exam, 90th percentile. 2007
Preventive Medicine In-service Exam, Top 1% Nationwide. 2006
Air Force Achievement Medal. 2005

Anne Donohue MD, MPH

723 W. Shoshone Place

Spokane, WA 99203

(801) 718-4878 cell

anne.donohue@hotmail.com

PROFESSIONAL EXPERIENCE

Occupational Medicine Physician, March 2011 – present

Group Health Permanente, Spokane, WA

Occupational Medicine Physician, July 2009 – February 2011

Cascade Occupational Medicine Inc., Portland, OR

Medical Review Officer, January 2007 – June 2007

Intermountain MRO Services, Salt Lake City, UT

Family Physician, September 2002 – December 2006

Foothill Family Clinic, Salt Lake City, UT

EDUCATION/ TRAINING

Occupational Medicine Resident, July 2007- June 2009

University of Utah, RMCOEH, Salt Lake City, UT

MPH, 2009

University of Utah, Salt Lake City, UT

Family Practice Resident, 1999-2002

University of Utah, Salt Lake City, UT

MD, 1999

Georgetown University School of Medicine, Washington, DC

BA Biology, 1995

Brandeis University, Waltham, MA

LICENSES AND CERTIFICATIONS

Board certified in Occupational Medicine October 2009
Board certified in Family Medicine August 2002. Recertified 2008
Washington Physician License MD 60204449
NPI 1750316998
WA State Dept of L&I medical provider; L&I provider number 275422
DOT certified by FMCSA

SKILLS

DOT physicals
contracted exams
firefighter physicals
law enforcement officer physicals
pre-employment exams
fit for duty exams
impairment ratings using the 5th and 6th Editions of the AMA Guides to the Evaluation of Permanent Impairment.
EPIC proficiency

AWARDS

Paul S. Richards Scholarship Recipient during Occupational Medicine Residency

PROFESSIONAL MEMBERSHIPS

American College of Occupational and Environmental Medicine (ACOEM)
American Academy of Family Physicians (AAFP)

REFERENCES

Upon request



Welcome Daric Craven, PA-C to Kaiser Permanente On-the-Job Occupational Health Team Riverfront Spokane KPOJ Clinic August 2021

We are pleased to announce that Daric Craven, Physician Assistant, has joined the Kaiser Permanente On-the-Job Occupational Medicine department at Riverfront Medical Center in Spokane, WA. PA Craven has worked in our Federal Way and Renton KPOJ Clinics since 2016 where he has treated a variety of work-related injuries.

PA Craven earned his Bachelor of Clinical Health Services degree from MEDEX Northwest Physician Assistant Training Program, University of Washington School of Medicine, Seattle, WA.

PA Craven is accepting new patients.

Please join us in welcoming PA Craven to Spokane, Washington

Tacoma Specialty Center

209 Martin Luther King Jr. Way
Tacoma, WA 98405
Clinic hours:
Mon-Fri: 8 a.m. to 5 p.m.
Clinic Phone 253-596-3300

24/7 Urgent Care is located onsite at the Tacoma Specialty Center

To learn more about our services or obtain a contact sheet for our case management team please call: 1-866-967-9675 Option 1

To schedule an appointment please call: 1-866-967-9675 Option 2

For inquiries related to an employer services visit please email:
OccMedRN@kp.org

To speak to someone on our billing team please call:
206-630-1708 or email
KPWA.corpbilling@kp.org

Addenda

By submission of our proposal, Kaiser Permanente acknowledges receipt of the following addenda:

Addenda
Addendum No. 1 – November 9, 2021
Addendum No. 2 – November 11, 2021



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

November 9, 2021

ADDENDUM NO. 1

REQUEST FOR PROPOSALS #5539-21 – Professional Medical Services and Drug Screen Services

This Addendum 1 to the Informal Request for Proposals identified above is being issued to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

1. **Q:** For all Non-Department of Transportation (DOT) lab drug testing, which panel does the City perform (i.e. lab-based Non-DOT 10-Panel urine drug screen, lab-based Non-DOT 5-Panel urine drug screen to mimic lab-based DOT 5-Panel urine drug screen, etc.)?

A: Non-DOT 5 Panel Drug Screen.

2. **Q:** US Drug Test Centers is, unfortunately, unable to provide many of the requested services outlined in the City's Bid documents; including but not limited to DOT Exams and Physicals, Blood Draw, TB Testing, Pre-Employment Exams including full vision, respirator clearance, questionnaire review, X-Rays, Annual and Bi-Annual Exams, Pulmonary Function Tests, Twinrix, Hepatitis Testing, Lift Testing, Tetanus, Virus Immunization, Vaccinations, Fit-for-Duty Exams, Exit Audiograms, etc). Given the information above, should US Drug Test Centers proceed with providing pricing information for all drug testing services, or are the above-referenced services a requirement of the City's bid in addition to drug testing?

A: Firms can submit Proposals for either Option A, Option B, or both options. In Paragraph 2.2 “**SCOPE OF SERVICES OPTIONS**”, it states that the scope of services is broken down into two options. Proposals can be submitted for Option A – PHYSICALS only, Option B - DRUG SCREEN AND RANDOM DOT PROGRAM only, or both. Pricing instructions are provided in Paragraph 3.5 “Cost Proposal”. More than one contract may be awarded.

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

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

The undersigned acknowledges receipt of this Addendum.

Kaiser Permanente Washington
Company

Authorized Signature



November 11, 2021

ADDENDUM NO. 2

REQUEST FOR PROPOSALS #5539-21 – Professional Medical Services and Drug Screen Services

This Addendum 2 to the Informal Request for Proposals identified above is being issued to provide answers to questions received. Questions are identified with “Q”. Answers are identified with “A” and red text.

1. **Q:** Regarding Non-uniformed employees, on 00521 is the request for a quote on collection only fee or collection and drug screen with lab services fee?

A: Collection, drug screen (5 panel), and lab.

2. **Q:** Regarding Non-uniformed employees, on 72100 X-ray Spine LS/AP + Lat, is the request for a quote on the spine lumbosacral complete, spine 1 view, or something other?

A: This is for Lumbar Spine 2 View. Not Lumbosacral, just lumbar. Only need spine x-ray if provider asks for spine image. Previous company has not had a provider ask for this in the last 7 years but may be possible.

3. **Q:** Regarding Uniformed Police Officers, on 4102Q - Please advise which type of Lab Panel is being requested. Is the request for a Lipid Panel, CBC with Differential and Platelets, or something other?

A: There may be a name for all these combined but this is what is tested for: WBC, Neutrophils, lymphocytes, monocytes, eosinophils, basophils, hemoglobin/hematocrit, MCV, MCH, MCHC, RDW, platelet count, electrolytes, creatine/BUN, Glucose, liver tests, calcium, total cholesterol, triglycerides, HDL, LDL, Chol/HDL Ratio. Urinalysis, sugar, protein, blood.

4. **Q:** Regarding Uniformed Firefighters, Please clarify 71010 – Chest X-ray (PA only), is the request for a quote of X-ray Chest, 1 view, frontal with interpretation or something other?

A: Yes, this is for 1 view chest x-ray with interpretation. This is typically done for firefighters every 3 years.

5. **Q:** Regarding Ongoing physicals - Firefighters, please advise if items 90632 and 90746 are for antibody/titer quotes or immunization quotes.

A: Immunization Quotes for Hep B, Hep, A, Twinrix

6. **Q:** Regarding Ongoing physicals - Firefighters, we did not see a request for a PPD/TB Titer test – does the City wish to have a quote for this service?

A: Yes, please add quote for titer test to bottom of Attachment 2 “Cost Proposal Pricing Form” under 4. “Miscellaneous”.

7. Q: Regarding Police Officers/Police Property Employees/Waste to Energy Employees, Would the City like a quote for surveillance exams for periodic lead monitoring?

A: Yes, please add quote to bottom of Attachment 2 "Cost Proposal Pricing Form" under 4. "Miscellaneous".

8. Q: Would the City like a quote for HazMat questionnaire?

A: Not for this Proposal response.

9. Q: Please advise if the City considers 24 hours as one full business day.

A: Yes



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

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

The undersigned acknowledges receipt of this Addendum.

Kaiser Permanente Washington
Company


Authorized Signature



Partners in innovation

Proposal prepared for:

City of Spokane

IRFP No: 5539-21

IRFP Title: Professional Medical Services and Drug Screen Services

Issue Date | November 17, 2021

Cost Proposal Pricing Form – Proprietary Information

ATTACHMENT 2 COST PROPOSAL PRICING FORM

IRFP #5539-21 PROFESSIONAL MEDICAL SERVICES AND DRUG SCREEN SERVICES

OPTION A - PHYSICALS

1. PRE-EMPLOYMENT PHYSICALS

(Approximately 180 per year (includes drug test), 15 per month

NON-UNIFORMED EMPLOYEES UNIT PRICE

00521	DS Lab/Collection Fee	<u>\$41.00/28.00</u>
00526C	Dot Exam w/hearing for City	<u>\$125.00</u> (incl. Whisper hearing test)
72100	X-ray Spine LS/AP + Lat	<u>\$164.00</u>
00504	Extended Exam/Audio	<u>\$198.00</u> (incl. Whisper hearing test)
00516	Pulmonary Function Test (as needed depending on job classification)	<u>\$113.00</u>

UNIFORMED POLICE OFFICERS (to include Reservists)

00504	Ext. Exam/Audio	<u>\$198.00</u> (incl. Whisper hearing test)
81000	Urinalysis-Dip Stick	<u>Included w/ Exam</u>
72100	X-Ray Spine LS/AP + Lat	<u>\$164.00</u>
71010	X-Ray Chest, Pa View	<u>\$99.00</u>
93000	Electrocardiogram, Complete	<u>\$77.00</u>
36415	Venous Blood Draw/Office	<u>\$10.00</u>
4102Q	Lab Panel	<u>\$165.00</u>
86592	RPR	<u>\$21.00</u>
86580	TB Test	<u>\$33.00</u>
81001	Urinalysis – sent to lab	<u>\$10.00</u>

UNIFORMED FIREFIGHTERS

00504	Pre-emp exam, hearing and full vision	<u>\$198.00</u> (incl. Whisper hearing test)
00615	Respirator clearance, questionnaire review	<u>\$44.00</u>
00516	Pulmonary Function Test	<u>\$113.00</u>
71010	Chest X-ray (PA only)	<u>\$99.00</u>
72020	L-spine (if indicated)	<u>\$94.00</u>
4102Q	Lab Panel	<u>\$165.00</u>
36415	Blood Draw	<u>\$10.00</u>
93015	Stress EKG Treadmill (Drs. Discretion)	<u>\$358.00</u>
72100	X-Ray Spine LS/AP + Lat	<u>\$164.00</u>
71010	X-Ray Chest, Pa View	<u>\$99.00</u>

2. ONGOING PHYSICALS

FIREFIGHTERS

00504	Annual Exam >40	\$198.00
00504	Bi-annual Exam (age 30 to 39)	\$198.00
00504	Exam every 3 years (age 29 & under)	\$198.00
00516	Pulmonary Function Test	\$113.00
81000	Urinalysis-Chem Stick	Included w/ Exam
36415	Blood Draw	\$10.00
4102Q	Lab Panel	\$165.00
84153	PSA (>50 years old)	\$87.00
71010	Check X-ray PA (if indicated)	\$99.00
93015	Stress EKG Treadmill (Haz Mat Only)	\$358.00
90636	Twinrix	\$154.00/ea (series of 3)
90632	Hep A	\$102.00/ea (series of 2)
90746	Hep B	\$88.00/ea (series of 3)
00498	Lift Test	\$83.00 (each 15 min session)
90714	Tetanus	\$48.00
00124	Quantiferon Gold blood test	\$242.00
90396	Varicella-Zoster IG IM	\$193.00
86787	Varicella-Zoster Titer	\$62.00
86706	Hep B Surface Antibody	\$51.00
90715	TDAP Vaccine – Tetanus, Diptheria, Pertussis	\$64.00
90658	Influenza Virus Immunization	\$22.00
90472	Additional Vaccination nursing Fee	\$30.00

As part of a Firefighters ongoing physical, additional services that would need to be provided are: (Fire Department would be financially responsible for these charges.)

86804	Hep C	\$67.00
86580	TB Test	\$33.00
90746	Hep B Series	\$88.00/ea (series of 3)
90632	Hep A Series	\$102.00/ea (series of 2)
86735	Mumps Titre	\$62.00
86762	Rubella Titre	\$68.00
86765	Rebeola Titre	\$62.00
90701	Diptheria, Tetanus Vaccine	\$48.00

POLICE OFFICERS

00504	Ext. Exam/Audio	\$198.00 (incl. Whisper hearing test)
81000	Urinalysis-Dip Stick	Included w/ Exam
72100	X-Ray Spine LS/AP + Lat	\$164.00
71010	X-Ray Chest, PA View	\$99.00
93000	Electrocardiogram, Complete	\$77.00

36415	Venous Blood Draw/Office	\$10.00
4102Q	Lab Panel	\$165.00
86592	RPR	\$21.00
81001	U/A Microscopic Analysis (Bomb Squad)	\$13.00
<i>For those officers exposed to meth labs while on duty:</i>		
00615	RESP Clearance Quest	\$44.00
00516	Pulmonary Function Test	\$113.00
83655	Lead W/Zinc/OSHA	\$57.00
4102M	Chem Panel Heavy Metal Screen	\$223.00
84153	ASSAY PSA Total	\$87.00

POLICE PROPERTY EMPLOYEES

36415	Venous Blood Draw/Office	\$10.00
83655	Lead W/Zinc/OSHA	\$57.00

WASTE TO ENERGY EMPLOYEES

36415	Venous Blood Draw/Office	\$10.00
85025	CBC with Differential/Platelet	\$36.00
83655	Lead W/Zinc/OSHA	\$57.00
80053	Comp. Metabolic Panel (14)	\$50.00
81003	Urinalysis (No Micro)	\$10.00
80061	Lipid Panel	\$77.00
82300	Cadmium, Urine	\$109.00
82232	Beta-2 Microglobulin, Urine	\$64.00
82540	Creatine (Crt), Urine	\$28.00
82300	Cadmium, Blood	\$109.00

3. DOT CERTIFICATION/RECERTIFICATION

(Approximately 245 per year, 30 per month)

00506	DOT Exam	\$125.00
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4. FIT-FOR-DUTY EXAMS

(Approximately 13 per year)

00510	Basic Fit For Duty Exam	\$655.00
00511	Ext Fit For Duty Exam	\$176.00 (each additional 30 mins)

5. EXIT AUDIOGRAMS

00531	Exit Audiogram	\$40.00
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6. MISCELLANEOUS

90471	Injection Administration Fee	\$30.00
N/A	Monthly Storage Fee of Medical Records per box 15" x 12" x 10.	N/A
N/A	Monthly Storage Fee other than box. List unit of measure.	N/A
N/A	Copy requests of Employee Medical file. List hourly rate.	N/A
N/A	Retrieval of Employee Medical file. List Flat Fee.	N/A
N/A	Transportation of Employee Medical file. List hourly rate.	N/A

7. ADDITIONAL CHARGES

Any other fees/charges that might be billed to the City, as part of this contract must be identified here or they will not be allowed.

<u>Description of fee/charge</u>	<u>Unit</u>	<u>Unit Cost</u>
Hearing Test -Screening Test Pure Tone Air Only	1	\$40.00
<u>May be required prior to Pulmonary Function Test:</u>		
Coronavirus specimen collection (variable, dependent on pandemic protocols)*	1*	\$79.00*
Coronavirus panel (variable, dependent on pandemic protocols)*	1*	\$110.00*
No Show Fee - For Physical Exam Only (corresponds to respective physical exam charge amount)	1	\$125.00 - CDME \$138.00 - Physical \$198.00 - FF/LEO/Complex
Drug Screen Collection	1	\$28.00
<i>We would be happy to work with your preferred Laboratory/MRO, therefore, a drug screen "collection only" fee is provided.</i>		
Surveillance Testing for Periodic Lead Monitoring	1	\$57.00
Interpreter Services	1	\$83.00 (per hour)

February 16, 2022

Addendum to City of Spokane

IRFP No: 5539-21

IRFP Title: Professional Medical Services and Drug Screen Services Issue

Issue Date | November 17, 2021

Proprietary Information

Submitted by Kaiser Permanente On-the-Job

Zinc Protoporphyrin/Heme Ratio	\$68.00
Blood Lead	\$57.00
Basic Physical Exam (Moderate A)	\$132.00

Committee Agenda Sheet

PUBLIC SAFETY COMMITTEE

Submitting Department	Human Resources
Contact Name & Phone	Meghann Steinolfson, 625-6903
Contact Email	msteinolfson@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Kaiser Permanente Master Contract for Occupational Medical Services
Summary (Background)	<p>On December 7, 2022 one sealed proposal was received to provide the City of Spokane with professional medical services including (but not limited to), pre-employment physicals, on-going physicals, and fit-for-duty exams.</p> <p>The RFP was sent to fourteen (14) prospective service providers. One response was received and that proposal from Kaiser Permanente was determined to meet the needs of the City. The current provider for these services is MultiCare/OMA and they notified the City in December 2021 they were not entering a proposal for the RFP because their current model does not accommodate the volume of physicals and other testing required by the City. They provided the City with a contract extension as a courtesy through February 28, 2022 in order to help the City transition to a new provider.</p> <p>The initial contract term would be for an approximately 5-yr term beginning March 1, 2022 through December 31, 2027 with the option to review contract performance on an annual basis or as needed. Contract is renewable upon mutual agreement.</p>
Proposed Council Action & Date:	Approval of Master Contract with Kaiser Permanente.
Fiscal Impact: Total Cost: <u>\$1,000,000 for 5 years or \$200,000/year</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Human Resources will review the monthly bills and collect feedback from employees and departments on level and quality of service along with wait and turnaround times for results.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

These services provide protection to employees by ensuring their safety in the workplace and identifies and/or mitigates risk to the City that could be experienced through future Workers Compensation claims.



BUSINESS LICENSE

STATE OF
WASHINGTON

Limited Liability Company

DGT ENTERPRISES, LLC
SPOKANE TESTING SOLUTIONS
357 E 3RD AVE
SPOKANE, WA 99202-1412

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Mar 12, 2021
Unified Business ID #: 603381797
Business ID #: 001
Location: 0001
Expires: Mar 31, 2022

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

SPOKANE TESTING SOLUTIONS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

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

02/28/2022

Date Rec'd

2/8/2022

Clerk's File #

OPR 2022-0133

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**MEGHANN 6903
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

MASTER

Agenda Item Name

0620 DGT ENTERPRISES, LLC DBA SPOKANE TESTING SOLUTIONS

Agenda Wording

DGT Enterprises, LLC DBA Spokane Testing Solutions

Summary (Background)

Spokane Testing Solutions (STS) to provide the City of Spokane with professional drug testing services including (but not limited to), post-offer pre-employment drug tests, DOT certification/recertification, post-accident drug testing, and random drug/alcohol testing for CDL holders

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$30,000 annually

Various

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**STEINOLFSON,
MEGHANN**Study Session\Other**02/07/22 Public Safety
Committee**Division Director**STEINOLFSON,
MEGHANN**Council Sponsor**

CM Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

jquick@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rkokot@spokanecity.org

Additional Approvals

ksmith@spokanecity.org

Purchasing

shenry@spokanecity.org



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **PROFESSIONAL MEDICAL SERVICES AND
DRUG SCREENING SERVICES – OPTION B**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE TESTING SOLUTIONS**, whose address is 357 East 3rd Avenue, Spokane, Washington, 99202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Professional Medical Services and Drug Screening Services, Option B – Drug Screens and Random DOT Program, in accordance with IRFP 5539-21 issued by the City, and the Proposal for City of Spokane, which is attached as Exhibit B. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on March 1, 2022, and shall run through February 28, 2027, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be renewed upon mutual agreement of the Parties.

3. COMPENSATION / PAYMENT.

The City shall pay Company for services under this Agreement in accordance with Exhibit B and not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** per year, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Human Resources Department, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the 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 reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company 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 Company's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. 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 Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

During the period of the Agreement, the Company 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 Title 48 RCW:

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 Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, 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 Company shall comply with the requirements of this Section.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition.

Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

SPOKANE TESTING SOLUTIONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Spokane Testing Solutions Proposal

22-032

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



November 16, 2021

LETTER OF SUBMITTAL

IRFP NUMBER: 5539-21 IRFP

TITLE: Professional Medical Services and Drug Screen Services

IRFP COORDINATOR: Connie Wahl, City of Spokane Purchasing Department

Please accept this bid for **OPTION B**, Drug and Alcohol Testing Services and Random DOT program.

I am the owner of DGT Enterprises, LLC dba Spokane Testing Solutions located at
357 E. 3rd Ave Spokane, WA 99203. Email: dthayer@spokanetestingsolutions.com

Phone: 509-838-7133 Mobile: 509-389-0554

We meet the minimum requirements by having been in business since 2014 administering DOT consortium services as well as drug and alcohol testing for FMCSA, FTA, FRA and FAA modalities.

Spokane Testing Solutions will comply with all terms and conditions set forth in the Request for Proposal, unless agreed by the Agencies.

Best Regards,

A handwritten signature in black ink, appearing to read "Doug Thayer", is written over a light blue horizontal line.

Doug Thayer

President, Spokane Testing Solutions

Technical Proposal

IRFP Number 5539-21

Post Offer Drug and Alcohol Testing

Drug Testing Requirements: Spokane Testing Solutions shall provide the City of Spokane with 24/7, 365 day drug and alcohol testing. Our regular office hours are 8am to 5pm Monday through Friday. Our after hours collectors are available before and after our regular business hours.

Spokane Testing Solutions performs testing in our office with a promise of no more than 30 minute wait time with a majority of donors having a wait time of no more than 10 minutes.

For all after hours testing, the city representative shall call the regular business line, 509-838-7133 and follow the prompts to reach our after hours collector. The after hours collector will make arrangements to meet the donor and their supervisor (when applicable) at our office on E. 3rd ave at an agreed time. Our track record shows that we have been able to meet the donor within 30 minutes >90% of the time. (Weather and travel time permitting).

Initial Testing (DOT and Non DOT)

All lab testing is shipped overnight to and performed by Clinical Reference Laboratory, based in Lenexa, Kansas. "CRL" is a Substance Abuse and Mental Health Service Administration (SAMHSA) certified lab and they follow all DOT regulations both on the initial screening and confirmatory testing.

For NON DOT drug screening (5 panel instant tests), Spokane Testing Solutions uses immunoassay screening devices provided by Hemosure Inc, based in Irwindale CA. Their brand is called *First Sign*. The results from these assay drug screens provides a preliminary qualitative result. If the screen results are "non negative", a lab based test would provide a quantitative analysis to confirm the assay results.

Pre Employment and Random DOT testing must commence by 3:30pm Monday through Friday.

Pre Employment NON DOT testing must commence by 4:15pm Monday through Friday.

After hours random testing must be scheduled with at least ONE DAY notice.

All specimens collected by 3:15pm shall be shipped out same day using FEDEX overnight to CRL.

Any specimen collected after our daily FEDEX pickup, will be stored securely overnight and shipped out next business day.

Results

Lab based testing – Negative results are available within 24-48 hours once the lab receives the specimen. In most cases, negative results are available the next day after testing. Positive tests can take up to 7 days to confirm and allow the MRO (Medical Review officer) to make contact with the donor to discuss medications they might be taking. The MRO will confirm the prescription and then release the results based on that conversation and confirmation of an authorized prescription.

Drug Screen (instant tests) – Results from the preliminary assay screen test will be sent to the City department the same day. In most cases the results are sent within 1 hour of testing.

Drug Testing Process (DOT and NON DOT)

Our testing protocols adhere to the DOT testing procedures for both DOT and NON DOT testing.

Donor is greeted and is asked for a testing authorization and a valid picture ID.

Prior to bringing the donor back to test, the bathroom is secured by taping off the toilet tank and water faucet. A bluing agent is added to the toilet water and the bathroom is inspected to ensure there is nothing stuffed or stuck in any areas that could be used to tamper with a specimen.

Donor is asked to remove any outer garments and empty their pockets displaying all contents.

Donor is asked to wash their hands with soap and water and dry them.

Donor is given a collection cup and given instructions as to the quantity of urine needed. Donor is then instructed to provide a specimen within 4 minutes and not to flush the toilet or attempt to use the water faucet inside the bathroom.

If the donor returns with a valid specimen, the temperature is checked and recorded on the chain of custody. The donor will then attach the specimen labels, date them and ask the donor to initial each bottle. The donor will then be asked to sign their name, print their name legibly and provide contact information that includes email address, daytime phone, evening phone and their date of birth on the chain of custody form. The collector then signs off on the chain of custody, records the date and time of collection and proceeds to put the lab copy of the chain of custody in the lab bag along with the specimen bottles. The collector seals the bag and provides the donor with their copy of the chain of custody form.

Shy Bladder/Non Sufficient Quantity

In the case of a donor not providing a valid specimen due to a shy bladder or not providing enough specimen for testing, the donor will be given instructions as to next steps.

Donor will be instructed NOT to leave the premises.

Donor will be instructed that they are allowed up to 40 ounces of water.

Notes will be recorded on the chain of custody or collection form (for NON DOT tests).

Once the donor is ready to give a specimen, we will repeat the collection process as outlined above.

Adulterated/Substitution/Temperature not in range

If the collector finds the specimen with a temperature "out of range" or if the specimen displays an odd color or odor, a second specimen collection will be required. If the temperature is "out of range" (below 90 degrees or above 100 degrees) the collector will alert the donor that the specimen is not valid for that reason. The donor will be given the same instructions as with a shy bladder or insufficient quantity. We have experienced these type of issues in the past and we call the HR department to alert them.

Alcohol Testing Requirements

Spokane Testing Solutions uses the Alcovisor Jupiter breath alcohol machine which is one of the National Highway Traffic Safety Administration's (NHTSA) approved devices. We have 2 devices. Both are calibrated annually and an accuracy test is conducted once a month per manufacturer specifications and requirements. All DOT and NON DOT post accidents include a breath alcohol test. The breath alcohol tests are to be completed before a urine specimen is collected.

MRO

Spokane Testing Solutions utilizes the services of "DRS" for all MRO reviews and results for DOT testing.

DRS (Doctors Review Services)

546 Franklin Ave

Massapequa, NY 11758

DRS is fast and efficient. We have been doing business with them for 2 years. They have proven they can move results quickly through our system which has helped us stay consistent with delivering negative results within 24-36 hours.

Records Storage

Spokane Testing Solutions utilizes a web based software program that safely and securely stores all drug test results. We comply with DOT requirements for storage of records, 5 years for positive results and follow ups and 1 year for negative results.

DOT Consortium Program Management

Jenni Carr leads the DOT consortium management program for Spokane Testing Solutions. She has managed the City of Spokane's consortium for 17 years while at Occupational Medicine Associates. We are currently managing the random program for the City of Spokane. We are pulling 25 drug tests per month with 7 breath Alcohol tests and 3 alternates. We are working with HR to communicate the selections and reporting results once the testing is completed.



Management Proposal – IRFP 5539-21

- Spokane Testing Solutions has served the greater Spokane area since 2014.
- We have provided after hours testing for the City of Spokane for over a year and All drug and alcohol testing since May 2021.
- Spokane Testing Solutions has become the “go to” for most all of the former clients of Occupational Medicine Associates. Jenni and I have worked together for almost 2 years in the migration of over 200 accounts.
- We operate a DOT consortium for over 250 clients with over 1500 drivers.
- Over 31 years combined experience within our staff.
- 24/7, 365 day coverage by employees of Spokane Testing Solutions (non contracted).
- Certified DOT collectors with a Certified Regional trainer on staff.
- Able to deliver in person supervisor training for DOT supervisors.
- Certified phlebotomist on staff.

Management:

Doug Thayer – President/Owner

- 8 years experience as owner of Spokane Testing Solutions
- 23 years experience in Sr. Vice President and Vice President roles with Fortune 500 companies.
- DOT certified collector and certified BAT technician. Onsite and after hours responsibilities.

Jennifer Carr – Lab Director

- 20 years experience in the drug and alcohol testing industry serving the government and business community.
- 17 years experience as certified trainer for drug and alcohol collectors and delivering supervisor training.
- 17 years experience as administrator and manager of large DOT random consortiums to include the City of Spokane and Spokane Transit Authority (STA).

Kristen Kirk – Lab Tech

- 4 years experience as a certified DOT collector and BAT technician (OMA)
- Responsible for processing and delivering results to employers and individuals.

- Primary drug and alcohol collector. Hire date: 10-2021

Tracie Carr – Lab Tech

- Part time collector. Certified DOT collector and BAT technician.

Current Contracts:

Subcontractor for Multicare to provide after hours drug and alcohol testing for Spokane Transit Authority - Date of Contract: 5-1-2020 Runs through 12-31-22

Addendum to contract involving Multicare and City of Spokane. Spokane Testing Solutions is now the primary provider of Drug and Alcohol Testing and Consortium services to the City of Spokane. Date of Contract: 10-1-2021 Extension runs through 2-28-2022.

References for both contracts: Kris Lenhart Multicare Cell: 509-999-7601

Jeff Smith Spokane Transit Authority 509-343-1690

Diana Broach Spokane Transit Authority 509-325-6099

6. MISCELLANEOUS

90471	Injection Administration Fee	\$
N/A	Monthly Storage Fee of Medical Records per box 15" x 12" x 10.	\$
N/A	Monthly Storage Fee other than box. List unit of measure.	\$
N/A	Copy requests of Employee Medical file. List hourly rate.	\$
N/A	Retrieval of Employee Medical file. List Flat Fee.	\$
N/A	Transportation of Employee Medical file. List hourly rate.	\$

7. ADDITIONAL CHARGES

Any other fees/charges that might be billed to the City, as part of this contract must be identified here or they will not be allowed.

<u>Description of fee/charge</u>	<u>Unit</u>	<u>Unit Cost</u>

OPTION B – DRUG SCREENING AND RANDOM DRUG PROGRAM

1. PRE-EMPLOYMENT DRUG SCREENS

Approximately 175 drug tests of temporary seasonal employees per year, 15 per month (Influx of drug screens will happen between March into June)

NON-UNIFORMED EMPLOYEES UNIT PRICE

00579	Drug Test (Temporary Seasonal Park Department employees only).	\$ 35
00582	Drug Test + PAML (Temporary Seasonal Park Department employees only)	\$ 40
00516	Pulmonary Function Test (as needed depending on job classification)	\$ N/A

THIS SHOULD BE
PART OF PHYSICAL

UNIFORMED FIREFIGHTERS

00521	Drug Screen (Pre-employment only)	\$ 50
-------	-----------------------------------	-------

2. POST ACCIDENT TESTING

(Approximately 15 per year)

00536	Breath Alcohol Test	\$ 40
00521	DS Lab/Collection Fee	\$ 50

3. RANDOM DRUG/ALCOHOL TESTING (CDL)

(Random Drug Tests = 22 per month. Random Alcohol Tests = 5 per month.)

00536	Breath Alcohol Test	\$ 40
00521	DS Lab/Collection Fee	\$ 50
00525	MRO Report	\$ INCLUDED
00568	2 nd Lab Conf	\$ 250

4. MISCELLANEOUS

00521	After Hours Drug Screen w/Lab	\$ 50
00536	After Hours Breath Alcohol (BAT)	\$ 40
N/A	Monthly Storage Fee of Medical Records per box 15" x 12" x 10.	\$
N/A	Monthly Storage Fee other than box. List unit of measure.	\$
N/A	Copy requests of Employee Medical file. List hourly rate.	\$
N/A	Retrieval of Employee Medical file. List Flat Fee.	\$
N/A	Transportation of Employee Medical file. List hourly rate.	\$

5. ADDITIONAL CHARGES

Any other fees/charges that might be billed to the City, as part of this contract must be identified here or they will not be allowed.

<u>Description of fee/charge</u>	<u>Unit</u>	<u>Unit Cost</u>
AFTER HOURS HOURLY RATE		\$75/hr
TIME STARTS AT TIME OF CALL OUT AND ENDS WHEN COLLECTOR RETURNS TO BASE.		
AFTER HOURS ARE 5:00 MONDAY THROUGH FRIDAY 4:30pm - 7:59am, WEEKENDS & HOLIDAYS		
ANNUAL DOT CONSORTIUM FEE		\$ 300.00

Committee Agenda Sheet

PUBLIC SAFETY COMMITTEE

Submitting Department	Human Resources
Contact Name & Phone	Meghann Steinolfson, 625-6903
Contact Email	msteinolfson@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	DGT Enterprises, LLC dba Spokane Testing Solutions (Spokane Testing Solutions) Master Contract for Drug Testing
Summary (Background)	<p>On December 7, 2022 two sealed proposals were received to provide the City of Spokane with professional drug testing services including (but not limited to), post-offer pre-employment drug tests, DOT certification/recertification, post-accident drug testing, and random drug/alcohol testing for CDL holders.</p> <p>The RFP was sent to eighteen (18) prospective service providers. Two responses were received and the proposal from Spokane Testing Solutions was determined to meet the needs of the City. Spokane Testing Solutions is also the current provider for these services for the City since February 2021.</p> <p>The initial contract term would be for an approximately 5-yr term beginning March 1, 2022 through December 31, 2027 with the option to review contract performance on an annual basis or as needed. Contract is renewable upon mutual agreement.</p>
Proposed Council Action & Date:	Approval of Master Contract with Spokane Testing Solutions.
Fiscal Impact: Total Cost: <u>\$150,000 for five years, \$30,000/year</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Human Resources will review the monthly bills and collect feedback from employees and departments on level and quality of service along with wait and turnaround times for results.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

These services provide protection to employees by ensuring their safety in the workplace and identifies and/or mitigates risk to the City.



BUSINESS LICENSE

STATE OF
WASHINGTON

Limited Liability Company

DGT ENTERPRISES, LLC
SPOKANE TESTING SOLUTIONS
357 E 3RD AVE
SPOKANE, WA 99202-1412

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Mar 12, 2021
Unified Business ID #: 603381797
Business ID #: 001
Location: 0001
Expires: Mar 31, 2022

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

SPOKANE TESTING SOLUTIONS

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue



DGTENTE-01

KMCBRIDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stonebraker McQuary 1401 E 57th Ave Spokane, WA 99223	CONTACT NAME: Karol McBride	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kmcbride@stonebrakermcquary.com	
INSURED DGT Enterprises LLC dba: Spokane Testing Solutions 357 E 3rd Ave Spokane, WA 99202	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security Ins Co	24082
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZS56801362	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 STOP GAP \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BZS56801362	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

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

02/28/2022

Date Rec'd

1/5/2022

Clerk's File #

OPR 2022-0134

Renews #**Submitting Dept**

NEIGHBORHOOD SERVICES

Cross Ref #**Contact Name/Phone**

CENDY ORTIZ 5-6147

Project #**Contact E-Mail**

CORTIZ@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

COMMERCE GRANT CONTRACT FOR MLK ROOF REPLACEMENT PROJECT

Agenda Wording

This is to accept and formalize the grant award from the Washington State Department of Commerce for the MLK Community Center Roof Replacement Project. This award is in the amount of \$1,352,400.

Summary (Background)

A 2021 Legislative Ask was submitted for funds in order to replace the deteriorating roof at MLK Community Center in May 2021. The ask for was for \$1.35 million, and the grant was awarded to the City of Spokane for this project in June 2021. This contract is to accept and formalize the agreement with the Department of Commerce for the grant funds in the amount of \$1,352,400 for this roof replacement project. A contract for general contractor will follow.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact**Budget Account**

Revenue \$ \$1,352,400

1360-94175-99999-33442-20252

Select \$

#

Select \$

#

Select \$

#

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

CORTRIGHT, CARLY

Study Session\Other

PIES 1/31/22

Division Director

CERECEDES, JENNIFER

Council Sponsor

Betsy Wilkerson

Finance

ORLOB, KIMBERLY

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ccortright@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

cortiz@spokanecity.org

Additional Approvals

korlob@spokanecity.org

Purchasing

tbrazington@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Cendy Ortiz, 625-6147
Contact Email	cortiz@spokanecity.org
Council Sponsor(s)	CW Betsey Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Department of Commerce Grant for MLK Community Center
Summary (Background)	<p>The City of Spokane had a Capital Needs Assessment done for the MLK Community Center in which several items in the facility were addressed as needing attention. One of those items was the roof, which has been problematic for the operators of the community center for some time, causing several leaks in the interior facility, in which the operators have had to shut down rooms and sections of the community center due to water damage.</p> <p>A legislative ask was submitted in May 2021 for \$1.35 million dollars, with Senator Billig and Representative Riccelli as sponsors, to repair the roof. This grant was awarded to the City of Spokane in June 2021 in the amount of \$1,352,400. This project will include an asbestos survey and abatement if necessary, and a complete tear off and replacement of the roof at the MLK Community Center. This contract is to formalize the grant award and will be between the City of Spokane and the Washington State Department of Commerce in the amount of \$1,352,400.</p> <p>We anticipate going out to bid for the construction of the roof at the end of January or early February. A contract for the general contractor for the roof replacement will follow in February 2022, with an anticipated start of construction in the spring, and anticipated completion date around September 2022.</p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • 2021 Legislative Ask was submitted to the State for roof repair at MLK Community Center • Senator Billig and Representative Riccelli were sponsors of the legislative ask • The award was granted for \$1,352,400 in June 2021 • This is to have City Council approve the contract between City of Spokane and Department of Commerce to formalize the acceptance of the grant funds. • <p>This will be followed with a contract for a general contractor for the construction and repair of the MLK Community Center Roof.</p>
Proposed Council Action & Date:	Proposed council action would be to approve the contract for signature, so we can move forward with a public works procurement.

Fiscal Impact: Total Cost: <u>\$1,352,400</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.): Neutral expense. We will be fronting the cost of construction of the MLK Roof, but will be reimbursed with Dept. of Commerce dollars.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This would have a positive impact to the historically underserved community in the East Central neighborhood. Improvements to the roof would allow MLK Jr. Family Outreach to lease out more space in their center, to provide additional services to the community.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? A follow up meeting will be made with MLK Jr. Family Outreach post construction to discuss the positive impacts the roof repair has had at the community center and benefits it will have for the east central neighborhood residents.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This project aligns with the Capital Improvement Program, and furthermore, addresses the needs based on the Capital Needs Assessment that was completed for the MLK Community Center.	



Washington State
Department of
Commerce

Grant to

City of Spokane

through

The 2022 Local & Community Projects Program

For

MLK Community Center Roof Replacement (Spokane) - Provide a new roof for the MLK Community Center.

Start date:

7/1/2021

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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 22-96634-115

Washington State Department of Commerce Local Government Division Community Capital Facilities Unit

1. GRANTEE City of Spokane 808 W. Spokane Falls Blvd. Spokane, Washington 98201		2. GRANTEE Doing Business As (optional) 					
3. Grantee Representative Cendy Ortiz Community Engagement Program Manager (509) 625-6147 cortiz@spokanecity.org		4. COMMERCE Representative Chuck Hunter Project Manager (360) 764-3312 Fax 360-586-5880 chuck.hunter@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525					
5. Grant Amount \$1,352,400.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2021	8. End Date 6/30/2025, contingent on reappropriation, 6/30/2023 if funds are not reappropriated				
9. Federal Funds (as applicable) N/A		<table style="width: 100%;"> <tr> <td style="text-align: center;"><u>Federal Agency</u></td> <td style="text-align: center;"><u>CFDA Number</u></td> </tr> <tr> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> </table>		<u>Federal Agency</u>	<u>CFDA Number</u>	N/A	N/A
<u>Federal Agency</u>	<u>CFDA Number</u>						
N/A	N/A						
10. Tax ID # 91-6001280	11. SWV # SWV0003387-08	12. UBI # 328-013-877	13. DUNS # N/A				
14. Grant Purpose The outcome of this performance-based contract is the completion of the roof replacement project at the MLK Community Center as referenced in Attachment A – Scope of Work.							
COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.							
FOR GRANTEE <hr/> Carly Cortright, Director, Office of Neighborhood Services <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director <hr/> Date APPROVED AS TO FORM  <hr/> Steve Scheele, Assistant Attorney General <hr/> 1/10/2022 <hr/> Date					

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Spokane (a Unit of Local Government hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2021, Chapter 332, Section 1075, made an appropriation to support the 2022 Local & Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$1,352,400.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS
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- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period
- E. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender.

**SPECIAL TERMS AND CONDITIONS
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Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

**SPECIAL TERMS AND CONDITIONS
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The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

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

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

Duplication of Billed Costs

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

Disallowed Costs

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

9. SUBCONTRACTOR DATA COLLECTION

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

10. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington.

**SPECIAL TERMS AND CONDITIONS
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The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

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

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

11. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 05-05 or Executive Order 21-02, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

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In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 05-05 or Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05 and Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05, Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

21. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

The "Copyright Provisions", Section 13 of the General terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

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

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

**GENERAL TERMS AND CONDITIONS
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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

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

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

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

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

**GENERAL TERMS AND CONDITIONS
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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

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Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT PROVISIONS

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

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

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

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

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

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

17. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**GENERAL TERMS AND CONDITIONS
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19. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

20. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

21. LICENSING, ACCREDITATION AND REGISTRATION

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

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

24. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

25. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

26. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE

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

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

28. RECORDS MAINTENANCE

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

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

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

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

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30. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

31. SAVINGS

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

32. SEVERABILITY

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

33. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

35. SURVIVAL

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

36. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

37. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant.

**GENERAL TERMS AND CONDITIONS
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Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

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

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

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

38. TERMINATION FOR CONVENIENCE

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

39. TERMINATION PROCEDURES

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

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

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

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

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

40. TREATMENT OF ASSETS

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

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

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

41. WAIVER

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

Scope of Work

Funds awarded under this grant shall be used by the City of Spokane for the MLK Community Center Roof Replacement located at 500 S. Stone St., Spokane, WA.

This will include, but not be limited to complete roof tear off, replacement and asbestos survey.

The project will benefit the public by continuing to improve the facility to ensure MLK Community Center programs remain available for East Central residents, as well as the residents city-wide.

This project is anticipated to be completed by September 2022.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Construction	\$1,132,400.00
Other: Asbestos Survey and Abatement	\$220,000.00
Total Contracted Amount:	\$1,352,400.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
Total Non-State Funds		\$0.00
State Funds		
State Capital Budget	\$1,352,400.00	\$1,352,400.00
Total Non-State and State Sources		\$1,352,400.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of May 18, 2021 (for the 21-23 biennium), including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

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

02/28/2022

Date Rec'd

2/9/2022

Clerk's File #

CPR 1991-0068

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

TESSA DELBRIDGE 625-6716

Project #**Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

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

0520 APPOINTMENT TO HUMAN RIGHTS COMMISSION

Agenda Wording

Appoint Maria Hernandez-Peck to a three-year term on the Spokane Human Rights Commission to serve from March 1, 2022 through December 31, 2025.

Summary (Background)

Appoint Maria Hernandez-Peck to a three-year term on the Spokane Human Rights Commission to serve from March 1, 2022 through December 31, 2025.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

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

tdelbridge@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

lkissler@spokanecity.org

Additional Approvals**Purchasing**

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

02/14/2022

Date Rec'd

2/2/2022

Clerk's File #

ORD C36174

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

MARLENE FEIST 625-6505

Project #

2021099

Contact E-Mail

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

5200-SBO BUSINESS GRIND AND OVERLAY

Agenda Wording

SBO increasing the City Street Fund appropriation by \$3,980,000 solely for grind and overlay project costs in the Street Department and increasing revenue by \$262,000 for a contribution from Spokane Transit Authority for the Gardner Ave. grind and

Summary (Background)

This SBO will support a package of street maintenance that includes grind and overlay work on local access streets in commercial areas in all three Council Districts. The seven project locations are located in areas supporting multiple businesses, medical and regional facilities. STA has agreed to partner on costs for Gardner Ave. located adjacent to STA's facilities.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 3,980,000.00

1100-21700-42300-54201-23009

Revenue \$ 262,000.00

1100-21700-99999-34410-23009

Select \$

#

Select \$

#

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

FEIST, MARLENE

Study Session\Other

Finance 1/24/22

Division Director

FEIST, MARLENE

Council Sponsor

Kinnear/Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

SCHOEDEL, ELIZABETH

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kpicanco@spokanecity.org

Additional Approvals

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Purchasing

kemiller@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

pingiosi@spokanecity.org

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Public Works Division – Street Department
Contact Name & Phone	Marlene Feist, 625-6505
Contact Email	mfeist@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> <input checked="" type="checkbox"/>
Agenda Item Name	SBO for Additional Street Maintenance Supporting Economic Development
Summary (Background)	<p><u>Background/History:</u> <i>This SBO will support a package of street maintenance that includes grind and overlay work on local access streets in commercial areas in all three Council Districts. These streets aren't arterials, and since they aren't in residential areas, such local access streets are often overlooked when maintenance needs are identified. The chosen locations were selected based on supporting at least 5 or more local businesses and/or where possible supporting regional facilities such as areas around community medical services. STA has agreed to partner on repairs near their facility adjacent to Gardner Ave. Design work is slated to proceed this spring with construction expected to be completed in fall 2022. Below is the list of streets included in the package. A map is attached.</i></p> <p><u>District 1</u></p> <ul style="list-style-type: none"> • Florida from Wellesley to Francis, located within the Northeast Public Development Authority designed to encourage economic growth and development. 12 businesses are located along this section of road. • Springfield from Napa to Trent, In addition to the 6 businesses that are located along this section of roadway, the City's Nelson Service Center and Park Operations also access this roadway. • Boone from Nelson to Greene, 7 businesses are located along this section of Boone. It is also adjacent to the City's Nelson Service Center and Park Operations. <p><u>District 2</u></p> <ul style="list-style-type: none"> • Rockwood Boulevard from Grand to Cowley, adjacent to the Providence Sacred Heart Medical Center and related medical facilities that have been critical during the pandemic. • 8th from McClellan to Cowley, adjacent to and passes through the core of Providence Sacred Heart medical facilities. <p><u>District 3</u></p> <ul style="list-style-type: none"> • Gardner from Maple to Monroe, adjacent to the new regional Mental Health Crisis Stabilization Center, jointly supported by the City and Spokane County. Gardner also is adjacent to the STA bus garage. STA is contributing to this section of work. • Cataldo from Washington to Division, 8 businesses are located along this section of roadway. Near-by improvements include the revitalized Riverfront Park, new Podium sports complex and the planned football and soccer stadium.

	<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • <i>Perform grind & overlay street maintenance of Local Commercial streets supporting economic development and regional medical facilities.</i> • <i>Seven total project locations, two to three in each council district.</i> • <i>Design to begin in 2022, construction to be complete by Fall, 2022</i> • <i>Total project cost: \$3,980,000</i> • <i>STA is partnering with the City and will fund half of the Gardner Ave. project, \$262,000</i>
<p>Proposed Council Action & Date: Feb. 7th</p>	<p>Approve SBO for additional street pavement maintenance supporting economic development.</p>
<p>Fiscal Impact: Total Cost: \$3,980,000; net cost to City of \$3,718,000 after STA contribution of \$262,000. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Street Maintenance – Fund 1100</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts</p> <p>What impacts would the proposal have on historically excluded communities? <i>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</i></p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <i>N/A – This is an SBO to support a public works project to address pavement conditions in some commercial areas and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</i></p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.</i></p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <i>This project is consistent with our adopted transportation maintenance project prioritization as well as the annual budget and strategic initiative to advance street maintenance activities.</i></p>	

ORDINANCE NO C36174

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the City Street Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$262,000
 - A) Of the increased revenue, \$262,000 is a contribution from the Spokane Transit Authority for the Gardner Avenue project.
- 2) Increase appropriation by \$3,980,000
 - A) Of the increased appropriation, \$3,980,000 is provided solely for grind and overlay project costs in the Street Department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund the "Business Area Grind & Overlays" project, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

02/28/2022

Date Rec'd

6/2/2021

Clerk's File #

ORD C36064

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**BRIAN 625-6210
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Ordinance

Requisition #**Agenda Item Name**

0320 - CLARIFYING HISTORIC RE-USE REGULATIONS

Agenda Wording

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

Summary (Background)

This ordinance clarifies that the historic re-use regulations apply to the entire property, rather than just to the structure on the property. This ordinance also restricts historic re-use to properties on the Spokane Historic Register, and gives the Historic Landmarks Commission a greater role in the approval of historic re-use applications.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

UD Comm., 5-10-2021

Division Director**Council Sponsor**

CM Stratton

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C36064

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

WHEREAS, Spokane has an array of historic properties, many of which are underused, abandoned, or have the potential for blighted conditions, and which can be reused in ways that complement and help spur additional development in neighborhoods that very much need the development of new housing, office space, and retail uses; and

WHEREAS, currently, the Spokane Municipal Code allows for the re-use of historic properties in ways that complement, but may not exactly match the underlying zoning; and

WHEREAS, however, current chapter 17C.335 of the Spokane Municipal Code contains inherent, internal contradictions and conflicts, which the City Council intends to clarify immediately to help spur the responsible reuse and redevelopment of historic properties located near the city's core in our historic neighborhoods; and

WHEREAS, given the existing housing crisis and the dire need for development near or within the City's core, which is also the area within which we are likely to see historic properties in need of re-use, the City Council determines that this ordinance should become effective immediately to more rapidly get these unused historic properties back into productive use and therefore increase the taxable value and improve the economic, aesthetic, and social conditions in neighborhoods that desperately need it.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 17C.335.010 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.010 Purpose

The purpose of this chapter is to establish clear and efficient standards and process for the use and re-use of historic structures and the properties on which they are located and to encourage the adaptive reuse of historic structures and properties to more effectively enable economic development, community revitalization, and aesthetic benefit.

Section 2. That section 17C.335.110 of the Spokane Municipal Code is amended to read as follows:

Section 17C.335.110 Development Standards

A. Applicability.

The development standards of this section apply only to those structures ~~((or))~~ listed in the ~~((National))~~ Spokane Register of Historic Places and the property on which they are located. All such structures and properties ~~((listed in the National Register))~~ are subject to all of the use restrictions and development standards of the base zone as minimum standards unless otherwise specifically provided by this section or by an approved planned unit development.

B. Permits Required.

A change in the use of an historic structure and/or the property on which such structure is located to any use allowed in the base zoning district is permitted through the issuance of a certificate of occupancy so long as there are no significant exterior alterations made to the structure. A Certificate of Appropriateness for any new construction on the property must be applied for and received by the Spokane Historic Landmarks Commission before a building permit may be issued.

C. Change in Use.

A change to any use of an historic structure and/or the property on which it is located other than a use listed as permitted in the base zoning district may be allowed by Type III permit from the hearing examiner if the following criteria are met:

1. The structure is listed on the Spokane Register ~~((or National Register))~~ of Historic Places.
2. All proposed changes to the structure or the property on which it is located have been approved by the landmarks commission as being compatible with the historical designation of the structure or property, the form of approval being specified in the rules of procedure of the hearing examiner.
3. The change in use is demonstrated as necessary to ensure that the structure will be preserved, considering all uses allowed in the underlying zone.
4. The benefits to the public arising out of preserving the structure are greater than the harm to the public resulting from allowing the proposed use of the structure or property, considering such factors as public access to the structure or property provided by the proposed use, the distinctive character of the proposed use, the need for the proposed use in the neighborhood in which the ~~((building))~~property is located or in the City, the amount of traffic, noise and other off-site impacts anticipated to be caused by the use and the means available to mitigate any potential off-site impacts.
5. Any change of use of an historic structure which is permitted under this section shall also apply to the remainder of the property on which such historic structure is located.

Section 3. That the City Council declares that the need for the expedient redevelopment of historic properties in and near the city core presents an urgency and emergency such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/28/2022

Date Rec'd

2/16/2022

Clerk's File #

RES 2022-0018

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**MICHAEL 625-6257
CATHCART**Project #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**0320 - PLEDGING SUPPORTING FUNDS FOR NEW HILLYARD BEHAVIORAL
HEALTH CLINIC**Agenda Wording**

A Resolution committing \$500,000 in appropriate and available City funds for the redevelopment of the former Hillyard Library into a new behavioral health clinic.

Summary (Background)

The Northeast Community Center and Multicare are proposing to renovate the City-owned former Hillyard Library building into a new behavioral health clinic, and have each pledged funds toward to total cost of \$1.6 million for the project. Proponents are seeking a state capital budget allocation, and have requested that the City provide additional funds to help bridge the funding gap. This resolution pledges an allocation of \$500,000 by June 1, 2022 for the completion of this project.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 500,000

TBD

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

Finance - 2/28

Division Director**Council Sponsor**

CM Cathcart, CP Beggs

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

RESOLUTION NO. 2022-0018

A Resolution committing \$500,000 in appropriate and available City funds for the redevelopment of the former Hillyard Library into a new behavioral health clinic.

WHEREAS, the COVID-19 pandemic has had a detrimental impact on far more than our physical well-being - experts in the fields of pediatrics, psychiatry, psychology, education and child advocacy all understand that many people in our communities, and particularly our children, need access to behavioral health services more than ever before; and

WHEREAS, on average, families must wait up to six months for counseling services for youth experiencing trauma, suicidal thoughts, drug and alcohol misuse, and/or isolation, all of which have been exacerbated by the COVID-19 pandemic; and

WHEREAS, the Northeast Community Center ("NECC"), in partnership with Multicare, is planning a new behavioral health clinic to be housed at the former Hillyard Library, which the City owns, and which will provide these desperately needed services for our families and our community; and

WHEREAS, specifically, the new clinic will provide an estimated 34,000 therapy visits to kids, teens, and adults each year, via a combination of telehealth and in-person visits, requiring an estimated 40-50 new living wage jobs in northeast Spokane and allowing for student practicums for both bachelors-level and masters-level social work students and psychiatric nurse practitioners, as well as internships for clinical supervision for non-licensed and associate level practitioners; and

WHEREAS, in addition to behavioral health services, the new clinic will also provide access and connection to medical, dental, pharmacy, early learning, daycare, and senior program services; and

WHEREAS, research consistently shows that kids with access to behavioral health services show improvement in school attendance, social behavior, academic engagement, and educational outcomes, all of which are needed to get kids back on track after the public health disruption caused by the COVID-19 pandemic; and

WHEREAS, as a part of the partnership between the NECC and MultiCare, the latter will build and staff the new behavioral health clinic, through a fair-market lease from the NECC through 2035; and

WHEREAS, project's total cost is \$1.85 million, of which \$600,000 has already been raised, including matching funds from Multicare and a capital contribution from the NECC, and the NECC is seeking a state capital budget allocation, as well as required local matching funds to close the \$1.2 million funding gap and make this needed project a reality; and

WHEREAS, a large governance committee comprised of stakeholders representing both northeast Spokane and the greater Spokane community have collaborated over the past year to develop the proposal for this incredibly important investment which has garnered a great level of support; and

WHEREAS, this center would reduce wait times, which currently can average up to 6 months for youth counseling services that focus on trauma, suicidal thoughts, drug and alcohol addiction and or isolation; and

WHEREAS, a 2019 survey of Northeast families identified mental health service access as one of the top two stated needs.

NOW THEREFORE, BE IT RESOLVED that in order to help implement a more coordinated response to mitigate the impacts of COVID-19 on our families' and children's health, and to specifically meet a set of crucial needs for families in northeast Spokane, the City of Spokane pledges \$500,000 to add to any award of state funds and funds provided from the project's proponent and partner(s), from any appropriate and available source of City funds, to support the behavioral health clinic project at the former Hillyard Library, with the decision of the appropriate source of funds to be made by the City Council no later than June 1, 2022.

BE IT ALSO RESOLVED that the City Council encourages the Washington State Legislature to program appropriate funding for this project in its upcoming capital budget, so that we can immediately increase the behavioral health services available to the members of our community.

PASSED by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

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

02/28/2022

Date Rec'd

2/16/2022

Clerk's File #

RES 2022-0019

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

KARA ODEGARD X6702

Contact E-Mail

KODEGARD@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 - REINSTATING THE SUSTAINABILITY ACTION SUBCOMMITTEE

Agenda Wording

A Resolution reinstating the Sustainability Action Subcommittee under the City Council's Public Infrastructure, Environment, and Sustainability Committee.

Summary (Background)

After three years of operation and the passage of the Sustainability Action Plan in October 2021, the Sustainability Action Subcommittee is being reconstituted with structural & governance changes. The primary changes include the creation of a steering committee and the format of the subcommittee's decision-making process.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

2/14 Urban Experience

Division Director**Council Sponsor**

Kinneer, Stratton

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

Committee Agenda Sheet

Urban Experience

Submitting Department	City Council
Contact Name & Phone	Kara Odegard 509-828-3507
Contact Email	kodegard@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear; CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Reinstating the SAS
Summary (Background)	<p>After three years of operation and the passing of the Sustainability Action Plan in October 2021, the Sustainability Action Subcommittee is being reconstituted with structural & governance changes. The primary changes include the creation of a steering committee and the format of the subcommittee's decision-making process.</p>
Proposed Council Action & Date:	Adoption of resolution
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	

Expense Occurrence ☐ One-time ☐ Recurring

Other budget impacts: (revenue generating, match requirements, etc.) none

Operations Impacts

What impacts would the proposal have on historically excluded communities? Specific membership criteria for the SAS steering committee includes designated seats for historically underrepresented communities including low-income, youth, and communities considered high-risk to the impacts of climate change.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Collection of this data and the engagement of historically excluded communities is the primary focus of the Environmental Justice & Equity Workgroup, which is an official workgroup of the SAS. Furthermore, the Sustainability Action Plan, which guides the work of the SAS, specifically identifies prioritizing actions to create equity and resiliency among communities most at-risk due to climate change and other environmental factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Regular GHG Inventories (every 3 years), engagement with communities impacted, community health data, SAP reviews for meeting plan objectives.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Reconstituting the SAS aligns with the Implementation Plan chapter of the Sustainability Action Plan.

RESOLUTION NO. 2022-0019

A Resolution reinstating the Sustainability Action Subcommittee under the City Council's Public Infrastructure, Environment, and Sustainability Committee.

WHEREAS, per SMC 15.05.010, the official policy of the City of Spokane is "to acknowledge and recognize the occurrence of human-caused climate change. The City also recognizes the vast scientific consensus regarding this matter, and acknowledges that the potential impacts of climate change pose a real threat to the health and well-being of Spokane's citizens"; and

WHEREAS, to implement this policy, the City has decided, under SMC 15.05.030, to "utilize the City of Spokane Sustainability Action Plan ... as a framework for developing and implementing the City's efforts related to climate change mitigation and adaptation and energy security"; and

WHEREAS, the City Council adopted the updated Sustainability Action Plan (SAP) by resolution on October 25th, 2021; and

WHEREAS, the City Council has also codified, in SMC 15.05.060, various reporting requirements concerning the status and progress of the City's efforts to implement the City's Sustainability Action Plan, and

WHEREAS, the City's Comprehensive Plan Goal NE 9 (Sustainable Economy) states that the City intends to "[e]nhance the natural environment to support a thriving sustainable economy"; and

WHEREAS, the City Council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, under City Council Rule of Procedure 9.4; and

WHEREAS, Rule 9.4 also provides that the resolution which creates the ad hoc committee can set forth "matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee".

WHEREAS, in 2018, the City Council formally created the Sustainability Action Subcommittee (SAS) by Resolution 2018-0110 for the primary purpose of updating the City's Sustainability Action Plan.

WHEREAS, in the intervening time since the SAS was created, interest in public participation has increased considerably and the need to create a steering committee has become evident.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby reconstitutes the Sustainability Action Subcommittee (SAS) as an ad hoc subcommittee of the City Council's Public Infrastructure, Environment, and Sustainability Committee.

BE IT FURTHER RESOLVED, the role of the SAS is to:

- a) collaborate with City Council Office to make recommendations on policy and budget initiatives; and
- b) make recommendations for issue-specific implementation plans, based on the recommendations in the Plan adopted under Resolution No. 2021-0087 and the expertise of the community-led workgroups; and
- c) investigate and make periodic reports to the Council on the progress of the City's efforts toward meeting the City's climate and energy goals as well as other provisions as laid out in the Plan; and
- d) identify sources for financing the underpinning recommendations in the Plan; and
- e) make periodic reports to the Council on the progress of the City's efforts toward meeting the City's 100% renewable energy and greenhouse gas emissions reductions goals as well as other objectives set-forth in the Plan; and
- f) recommend any necessary changes to the Spokane Municipal Code and other necessary policy actions to advance initiatives outlined in the Plan; and
- g) collaborate and consult with other City Council subcommittees, City staff, any technical advisory group(s), and City's boards and commissions established by the City Administration in developing the framework and guidance for the implementation of this Plan; and
- h) engage in such other specific tasks as assigned or referred to the subcommittee by the City Council; and
- i) engage in an ongoing conversation about sustainability and climate change with the community and how the community can participate in actions in support of the Plan; and
- j) organize itself into such working groups as are necessary to accomplish the purposes listed above; and

BE IT FURTHER RESOLVED, that the City Council shall appoint members to the SAS Steering Committee of 13-17 voting members, who shall serve without

compensation. A three-council member workgroup consisting of at least the Council President and the Chairperson of the Public Infrastructure, Environment Committee shall propose initial nominations and any subsequent nominations for replacement members. The steering committee will provide directional decisions for the SAS. The membership as a whole shall reflect a broad range of opinion, experience, socio-economic levels, races, ages, and expertise with the objective of implementing the Sustainability Action Plan. To achieve this purpose, it may include but is not limited to:

- a) At least one and not more than two members of the 2009 Mayor's Task Force on Sustainability; and
- b) At least one and not more than two representatives of an energy utility serving customers in the city of Spokane; and
- c) At least one faculty member from a local college or university with expertise in sustainability action planning or climate change; and
- d) At least one and not more than two members or representatives of local or regional business or technology companies with a history of implementing sustainability initiatives; and
- e) At least one and not more than two representatives of the public health community knowledgeable about climate change related health impacts; and
- f) At least one and not more than two members or representatives of local environmental or climate action advocacy groups; and
- g) At least one and not more than two representatives of low-income residents; and
- h) At least one and not more than two students from a high school, college or university located within the city of Spokane; and
- i) At least one member with knowledge, experience, and/or education in the fields of finance or economics; and
- j) At least one and not more than two members of communities considered high-risk from climate impacts; and
- k) At least one member and not more than two members of labor or other organizations that represent workers substantially impacted by the City of Spokane Sustainability Plan; and
- l) One member of the City Council may serve on the Sustainability Action Subcommittee as a non-voting member.

BE IT FURTHER RESOLVED, that each of the ten SAS workgroups (Buildings & Energy, Transportation, Planning & Land Use, Waste & Recycling, Water Resources, Natural Environment, Health & Wellbeing, Environmental Justice & Equity, Communications, and Sustainable Workforce) will have one advisory vote to aid the steering committee in their decision-making.

BE IT FURTHER RESOLVED, that the SAS steering committee shall elect leadership from its own members. Each member of the steering committee will have one vote for decision-making. Decisions shall be made by consensus using the SAS's five-point scale and process as outlined below.

Voting Scale:

1. I can say an unqualified “yes” to the decision.
2. I find the decision acceptable.
3. I can live with the decision, but I’m not especially enthusiastic about it.
4. I do not fully agree with the decision, but I do not choose to block it.
5. I do not agree with the decision, and I feel we should explore other options.

Voting Process:

If all the responses from the steering committee members are 1, 2, 3, or 4, there is consensus, and the recommendation or decision moves forward. If the majority of the members answers 1-4, and one or more member answers 5, then the decision will move forward with a minority or dissenting report written by those members who voted 5. Minority reports will only be written for recommendations to council and not for internal SAS decisions. If less than 60% of the steering committee votes 1-4, the decision does not move forward.

BE IT FINALLY RESOLVED, that the SAS meeting as a full group and its steering committee shall conduct its meetings consistent with the Open Public Meetings Act and the Public Records Act.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

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

02/28/2022

Date Rec'd

2/15/2022

Clerk's File #

RES 2022-0020

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

FLEET SERVICES

Contact Name/Phone

RICK GIDDINGS 625-7706

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

CLEAN FUEL INFRASTRUCTURE RESERVE PLAN

Agenda Wording

City of Spokane Sustainability Action Plan goals is to reduce the impact of GHG emission levels. This resolution aligns with those goals by providing clean electric fuel fund to support electrical charging infrastructure.

Summary (Background)

Spokane Municipal Code 07.06.175A sets a requirement that all City owned vehicles be replaced with electric or other clean fuel vehicles by 2030. Many vehicle manufacturers will cease production of ICE vehicles prior to 2035. The City's Green Fleet Implementation Plan provided by Frontier Energy recommends proactive and strategic installation of EVSE throughout the City. Fueling infrastructure installed at City facilities may benefit multiple departments, City employees and the public.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

2/3 Study Session

Division Director

WALLACE, TONYA

Council Sponsor

CMs Stratton & Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

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For the Mayor

ORMSBY, MICHAEL

bpaschal@spokanecity.org

Additional Approvals

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Purchasing

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mmurray@spokanecity.org

RESOLUTION NO. 2022-0020

A RESOLUTION ADOPTING THE CLEAN FUEL INFRASTRUCTURE RESERVE PLAN & ESTABLISHING A RESERVE ACCOUNT

WHEREAS, The Spokane Municipal Code (SMC) 7.06.175A and Ordinance C-36036 established a timeline for replacing all City owned vehicles with electric or other clean fuel vehicles; and

WHEREAS, Based on the Green Fleet Implementation Plan provided to the City by Frontier Energy, support and replacement of these vehicles will require proactive and strategic installation of various electric and clean fuel infrastructure throughout the City of Spokane; and

WHEREAS, Fueling infrastructure installed at city facilities would benefit multiple departments, employees, and the public; and

WHEREAS, To ensure success, a funding strategy is necessary that allocates fueling infrastructure expenses to the departments based directly upon the future benefit derived by the department from the use of the fueling infrastructure; and

WHEREAS, Current departmental fuel usage is directly related to future use of electric or other clean fuel infrastructure; and

WHEREAS, The City has developed the Clean Fuel Infrastructure Reserve Plan to serve as funding for future clean fuel related investments and projects, as depicted in Exhibit A, which should be adopted in its entirety.

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

1. The foregoing recitals and the contents of the attached Clean Fuel Infrastructure Reserve Plan are hereby adopted as the Council's findings in support of this Resolution.
2. A reserve account shall be established to provide funding for future clean fuel related infrastructure projects, in accordance with Exhibit A.
3. The reserve account shall be funded from the collection of a per gallon surcharge on all gasoline and diesel purchases within the City for a term of five (5) years, after which the Plan will be re-evaluated.
4. The reserve account will be in the Fleet Services Fund.

ADOPTED by the Spokane City Council this _____ day of _____,
2022.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Clean Fuel Infrastructure Reserve Plan

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: February 16, 2022

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36037

FROM: Terri Pfister, City Clerk

RE: Vacation of the alley between Columbia Avenue and Joseph Avenue

Attached is a copy of Ordinance C36037 for the vacation of:

**the alley between Columbia Avenue and Joseph Avenue, from Julia Street
to Myrtle Street as requested by Dan Cantu**

This ordinance was read for the first time on February 14, 2022, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Terri Pfister

Terri Pfister (Feb 16, 2022 10:08 PST)

City Clerk

Feb 16, 2022

Date

Precedent conditions have been met and Ordinance C36037 is hereby returned for Final Reading.

Eldon Brown

Principal Engineer – Developer Services

Dated: 02/16/22

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

02/14/2022

Date Rec'd

1/21/2022

Clerk's File #

ORD C36037

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN X6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**4700 – STREET VACATION OF THE ALLEY BETWEEN COLUMBIA AVE AND
JOSEPH AVE**Agenda Wording**

Vacation of the alley between Columbia Ave and Joseph Ave, from Julia St. to Myrtle St. as requested by Dan Cantu.

Summary (Background)

At its legislative session held on April 12, 2021, City Council approved the vacation of this alley subject to conditions and the ordinance was read for the first time. Since that time the applicant has moved Comcast's utilities in the vacation area causing the need for a new first reading ordinance with an easement covering only the west 35' for Avista's existing utilities.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 2/28/21

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Michael Cathcart

Finance

ORLOB, KIMBERLY

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Purchasing

kbecker@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

2/14/2022

Further ACTION WAS DEFERRED

CITY CLERK

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C36037

An ordinance vacating the alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street

WHEREAS, a petition for the vacation of alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; – NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That alley between Columbia Avenue and Joseph Avenue, from the east line of Julia Street to the west line of Myrtle Street and located within the Northeast Quarter of Section 34, Township 26 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through ~~((the entire vacated area))~~ the west 35 feet for the utility services of Avista Utilities ~~((and Comcast))~~ to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____









ORD C36037 First Reading Transmittal

Final Audit Report

2022-02-17

Created:	2022-02-16
By:	Laura Price (lprice@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGrSL9nqlqZjKqElgOHM5F7N2c6X5W2-E

"ORD C36037 First Reading Transmittal" History

-  Document created by Laura Price (lprice@spokanecity.org)
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-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature
2022-02-16 - 5:46:24 PM GMT
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Signature Date: 2022-02-16 - 6:08:57 PM GMT - Time Source: server- IP address: 198.1.39.252
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2022-02-16 - 6:08:59 PM GMT
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-  Agreement completed.
2022-02-17 - 0:36:42 AM GMT