

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 6, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of June 6, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2495 036 8427; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, June 6, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. 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.) 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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 Director of Policy and Government Relations 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 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 6, 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

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|------------------------|---|
| <p>1. Purchase from D&L Supply Company, Inc. (Moses Lake, WA) of sewer and stormwater access frames and covers to support regular construction and maintenance projects—\$149,057.50 (incl. tax). (Council Sponsor: Council Member Kinnear)</p> <p>Mike Lowdon</p> | <p>Approve</p> | <p>OPR 2022-0408
RFQ 5646-22</p> |
| <p>2. Value Blanket amendment with Eljay Oil Company, Inc. (Spokane Valley, WA) for the purchase of Ultra Low Sulfur No. 2 Dyed Diesel and supporting equipment from October 1, 2019 through September 30, 2022—additional amount not to exceed \$100,000 (plus tax) (due to escalating price of diesel). (Council Sponsor: Council Member Kinnear)</p> <p>David Paine</p> | <p>Approve</p> | <p>OPR 2019-0683
ITB 5076-19</p> |
| <p>3. Contract Renewal 1 of 3 with Applied Industrial Technologies (Spokane) for as-needed purchase and installation of Grizzly conveyor feed belts at the Waste to Energy Facility from June 1, 2022 through May 31, 2023—cost not to exceed \$120,000 (plus tax). (Council Sponsor: Council Member Kinnear)</p> <p>David Paine</p> | <p>Approve</p> | <p>OPR 2020-0485
PW ITB 5267-20</p> |
| <p>4. Contract Amendment #1 to the Downtown Parking and Business Improvement Area Management Contract with Downtown Spokane Partnership (Spokane)—additional \$100,000 to be used solely for Clean Team and Ambassador services (and shifting the payment source for this amount from the City's General Fund to assessment revenues). (Council Sponsors: Council President Beggs and Council Members Wilkerson and Kinnear)</p> <p>Council President Beggs</p> | <p>Approve</p> | <p>OPR 2021-0636</p> |
| <p>5. Lease Agreement Amendments with:</p> <p style="padding-left: 40px;">a. West Central Community Development Association, and</p> <p style="padding-left: 40px;">b. Northeast Community Center Organization</p> | <p>Approve
All</p> | <p>OPR 2007-0926</p> <p>OPR 2007-0528</p> |

These amendments extend the Lease Agreements through December 31, 2032. Annual revenue is \$1 per agreement. (Deferred from May 23, 2022, Agenda) (Council Sponsors: Council Members Wilkerson and Kinnear)

Carly Cortright

- | | | | |
|------------------------|--|---------|---------------------------------|
| 6. | Contract with M.J. Takisaki, Inc. (Spokane) for demolition (including asbestos abatement) of a substandard, fire-damaged, abandoned, unfit, nuisance commercial building at 801 N. Regal Street, as directed by the City's Building Official, from June 15, 2022 through September 30, 2022—\$469,900 (Incl. tax, if applicable). (Relates to Special Budget Ordinance C36215) (Council Sponsors: Council Members Cathcart and Stratton) | Approve | OPR 2022-0409
PW ITB 5604-22 |
| Jason Ruffing | | | |
| 7. | Consultant Agreement with Safebuilt Washington, LLC (Loveland, CO) for professional on-call plan review services from May 1, 2022 through April 30, 2024—\$180,000 (plus tax, if applicable). (Council Sponsors: Council Members Stratton and Cathcart) | Approve | OPR 2022-0410
IRFP 5588-22 |
| Dermott Murphy | | | |
| 8. | Contract Amendment with Abadan Reprographics (Spokane) for high-speed large-format printing and binding for the Engineering Services Department from June 7, 2022 through May 31, 2023—\$150,000 additional (plus tax) due to a higher volume of printing needs and projects this year compared to prior years. (Council Sponsors: Council President Beggs and Council Member Kinnear) | Approve | OPR 2021-0391 |
| Dan Buller | | | |
| 9. | Contract with J.R. Swigart Company, Inc. (Pasco, WA) for partial roof replacement at the Combined Communications Building from June 1, 2022 through June 30, 2023—not to exceed \$1,207,028.94 (incl. tax). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2022-0411
ITB 5589-22 |
| Brian Schaeffer | | | |
| 10. | Contract Renewal 1 of 2 with F.A. Bartlett Tree Expert Company (Spokane Valley, WA) for on-call arborist services for multiple City departments as needed from May 1, 2022 through April 30, 2023—not to exceed \$250,000. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2020-0359
PW ITB 5239-20 |
| Thea Prince | | | |
| 11. | Contract with Volt Management Corporation (Orange, CA) for technical resources in support of the Project Management Office, Community Housing and Human Services, and the Innovation and Technology Services | Approve | OPR 2022-0412
RFP 5435-21 |

Division from May 1, 2022 through April 30, 2024—\$350,000 per year, not including tax. (Council Sponsor: Council Member Cathcart)

Michael Sloon

- | | | |
|---|------------------------------------|---|
| 12. Contract Renewal with NDM Technologies (Spokane Valley, WA) for the purchase of LogRhythm annual maintenance and support from June 1, 2022 through May 31, 2023—\$19,591. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2021-0419 |
| Michael Sloon | | |
| 13. Contract Amendment with GSI Water Solutions, Inc. (Portland, OR) for the analysis of an additional site across the river and addition of one monitoring well for groundwater development evaluation from April 1, 2022 through June 30, 2023—\$110,550 (plus tax). (Council Sponsors: Council President Beggs and Council Member Kinneer) | Approve | OPR 2021-0713
ENG 2018099
RFQ 5479-21 |
| Marcia Davis | | |
| 14. Loan Agreement with the State of Washington Department of Ecology for 2021—2023 Biennial Stormwater Capacity Grants—\$70,000 Revenue. (Council Sponsors: Council President Beggs and Council Member Kinneer) | Approve | OPR 2022-0413 |
| Mark Papich | | |
| 15. Finance and Community, Housing, and Human Services' funding plan to extend current contracts until the end of the year with the following organizations, to sustain operations and needed support to our community:
a. YWCA—\$100,000,
b. Family Promise—\$250,263,
c. The Guardians—\$1,024,301,
d. Truth Ministries—\$312,609,
e. Women's Hearth—\$69,640, and
f. Volunteers of America—\$705,271.
Total expenditure \$2,462,084. (Council Sponsors: Council President Beggs and Council Member Kinneer) | Approve | OPR 2022-0415 |
| Jenn Cerecedes | | |
| 16. Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| 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 \$_____. | | CPR 2022-0002 |
| b. Claims and payments of previously approved obligations, including those of Parks and Library, | | CPR 2022-0002 |

through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

- c. Payroll claims of previously approved obligations through _____, 2022: \$_____.

CPR 2022-0003

17. City Council Meeting Minutes: _____, 2022.

Approve
All

CPR 2022-0013

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

Request motions to accept substitute version and defer the following to June 27, 2022, Agenda (ORD C36193):

ORD C36193

Forfeitures & Contributions Fund

1) Increase appropriations by \$40,000 **\$75,000**.

A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.

B) \$25,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.

C) \$10,000 for training.

~~B)~~ 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to continue and expand the use of confidential funds.) (Deferred from April 25, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Michael McNab

- ORD C36215** **Development Services Center Fund**
1) Increase revenue by \$469,900.
A) \$469,900 of the increased revenue represents abatement revenue in the Development Services Center Fund. The property owner is financially liable for the costs incurred by the City, including securing and demolition of the structure. The City will follow through with the legal process to recover all abatement costs.
2) Increase appropriation by \$469,900.
A) Of the increased appropriation, \$469,900 is provided solely for contractual services to secure and demolish the unsafe structure(s) and properly dispose of asbestos-contaminated debris.

(This action arises from the need to demolish a fire damaged, asbestos contaminated nuisance property that is a public safety hazard and negatively impacts the surrounding neighborhood.) (Relates to Consent Agenda Item No. 6) (Council Sponsors: Council President Beggs and Council Member Kinnear)

Jason Ruffing

- ORD C36216** **Traffic Calming Measures Fund**
1) Increase the appropriation by \$42,000.
A. Of the increased appropriation \$42,000 is provided solely for a transfer out to the General Fund, Police Department.

and

General Fund

- 1) Increase the revenue in the Police Department by \$42,000.
A. Of the increased revenue, \$42,000 is from a transfer-in from the Traffic Calming Measures Fund.
2) Increase the appropriation by \$42,000.
A. Of the increased appropriation, \$42,000 is provided solely for the costs associated with emphasis patrols targeting aggressive driving and drag racing along the North Division corridor.

(This action arises from the need to deter increases in unsafe motorist behavior.) (Council Sponsors: Council Members Kinnear and Stratton)

Council Member Kinnear

- ORD C36217** **American Rescue Plan Fund**
1) Increase appropriation by \$750,000, funded from the City's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
A) Of the increased appropriation, \$750,000 is provided solely for the renovation of the Centennial Trail Don Kardong Pedestrian Bridge.

(This action arises from the need provide additional appropriation authority for the Centennial Trail renovations to the Don Kardong Bridge due to increased construction costs.) (Council Sponsors: Council Members Stratton and Kinnear)

Garrett Jones

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0049 Appointing initial members to the City Council's Equity Subcommittee. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Council Member Wilkerson
- RES 2022-0050 Approving settlement for Chandra Haine from her claim for damages for injuries sustained on May 31, 2020. (Council Sponsors: Council Members Kinnear and Cathcart)
Michael Ormsby
- RES 2022-0051 Authorizing a loan and grant agreement with the State of Washington Department of Ecology for the Cochran Basin Stormwater Treatment Facility-Control Vault—\$6,666,666.67 Revenue. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Mark Papich
- RES 2022-0052 Authorizing Amendment No. 1 of the funding agreements between the City of Spokane and State of Washington Department of Ecology for the TJ Meenach Water Quality Improvements—\$1,386,538.33 Revenue, and Cochran Basin Infiltration Ponds—\$837,500 Revenue. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Mark Papich
- ORD C36156 Streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date. (Deferred from December 13, 2021, Agenda) (Council Sponsor: Council President Beggs)
Council President Beggs
- ORD C36173 Vacating the alley between Pacific Avenue and Second Avenue, from the east line of Sherman Street to the west line of Sheridan Street. (First Reading held February 7, 2022) (Council Sponsor: Council Member Cathcart)
Eldon Brown
- ORD C36203 Relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070. (Deferred from May 9, 2022, Agenda) (Council Sponsors: Council President Beggs and Council Member Zappone)
Carly Cortright
- ORD C36214 Amending Ordinance C-26266 that vacated Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, the same being located between Howard and Washington Streets, in the City and

County of Spokane, and providing for an effective date. (Releases an easement.) (Council Sponsors: Council Members Zappone and Stratton)
Eldon Brown

FIRST READING ORDINANCES

- ORD C36218 Relating to membership terms Spokane Park Board members, adopting a new section 04.11.015 to Chapter 4.11 of the Spokane Municipal Code. (Council Sponsors: Council Members Stratton and Zappone)
Garrett Jones
- ORD C36219 Amending Ordinance C30366 that vacated Napa Street from Pinecrest Avenue to the south line of 26th Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue. (Releases an easement.) (Council Sponsors: Council Members Wilkerson and Kinnear)
Eldon Brown

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 6, 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 by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. 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.) Instructions for virtual 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.

ADJOURNMENT

The June 6, 2022, Regular Legislative Session of the City Council is adjourned to June 13, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
06/06/2022

Date Rec'd	5/25/2022
Clerk's File #	OPR 2022-0408
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5646-22
Requisition #	RE 20082

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE LOWDON 625-7909
Contact E-Mail	MLOWDON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4310 WASTEWATER ACCESS FRAMES & COVERS

Agenda Wording

Purchase of "SEWER" and "STORMWATER" access frames and covers from D&L Supply Co., Inc. (Moses Lake, WA) for \$149,057.50 including tax.

Summary (Background)

These products are needed in accordance with City Standard Plans and state/federal 'Buy America' requirements to support regular construction and maintenance projects. RFQ 5646-22 was issued on the City's electronic bidding portal on 4/20/2022. Two quotes were received by the closing deadline on 5/6/2022 and award is recommended to D&L Supply as the low responsive, responsible bidder.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 149,057.50

Select \$

Select \$

Select \$

Budget Account

4310-43117-35148-53210-99999

#

#

#

Approvals

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

Council Notifications

<u>Study Session\Other</u>	PIES 5/23/2022
<u>Council Sponsor</u>	CM KINNEAR

Distribution List

sjohnson@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	4310 Wastewater Maintenance
Contact Name & Phone	Mike Lowdon, 509.625.7909
Contact Email	mldowd@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u> N/A </u>
Agenda Item Name	Wastewater Access Frames & Covers
Summary (Background)	<p>The City's Wastewater Maintenance department requires ductile iron "SEWER" and "STORMWATER" covers and cast-iron frames in accordance with City Standard Plans and state/federal 'Buy America' requirements to support regular construction and maintenance projects for 2022.</p> <p>Request for Quote (RFQ) #5646-22 was issued on 4/20/2022 for these products and two quotes were received by the closing deadline on 5/6/2022. Award is recommended to D&L Supply Co., Inc. (Moses Lake, WA) as the low responsive, responsible bidder.</p>
Proposed Council Action & Date:	Approval, 6/6/2022
Fiscal Impact: Total Cost: <u>\$149,057.50 including tax</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: Wastewater Maintenance department Warehouse budget 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? These products will be used on an as-needed basis throughout the City of Spokane.	
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? The use of these products is not impacted by demographic disparities.	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? These products have been used reliably for many years and remain specified according to 'tried and true' 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 products are procured in accordance with City Standard Plans and 'Buy America' requirements, as well as City Purchasing policies.



CITY OF SPOKANE - WASTEWATER MAINTENANCE

909 E. Sprague Avenue
 Spokane, Washington 99202
 PHONE: 509.625.7900

QUOTE TABULATION

Quote Number	5646-22	
Description	Wastewater Access Frames & Covers	
	D&L Supply Co, Inc.	Olympic Foundry, Inc.
City Standard Plan #A-12, A-13 - Access Frame & Cover - Locking, "SEWER" Lettering, Qty. 100	\$ 54,500.00	\$ 57,575.00
City Standard Plan #A-12 - Access Frame & Cover - Non-Locking, "SEWER" Lettering, Qty. 100	\$ 47,500.00	\$ 51,050.00
City Standard Plan #A-12 - Access Frame & Cover - Non-Locking, "STORM" Lettering, Qty. 50	\$ 23,750.00	\$ 25,525.00
City Standard Plan #B-3C - Catch Basin Frame and Grate Square w/Directional Vaned Grates, Qty. 25	\$ 10,000.00	\$ 10,637.50
City Standard Plan #B-2C - Grate Guards, Qty. 25	\$ 1,000.00	\$ 1,125.00
Subtotal	\$ 136,750.00	\$ 148,982.50
Sales Tax (9%)	\$ 12,307.50	\$ 13,408.43

Quote Total	\$ 149,057.50	\$ 162,390.93
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Lead Time Business Days ARO	90	150
Partial Delivery as Requested 20 Business Days ARO	Yes	No

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

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

OPR 2019-0683

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #

ITB 5076-19

Agenda Item Type

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

4490 VALUE BLANKET AMENDMENT FOR THE PURCHASE OF DIESEL AT THE WTE

Agenda Wording

Value blanket amendment with Eljay Oil Co., Inc. (Spokane Valley, WA) for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment from Oct. 1, 2019 through Sep. 30, 2022 for an additional amount not to exceed \$100,000.00 plus tax.

Summary (Background)

Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE. Based on their response to ITB 5076-19 for the purchase of this diesel, Eljay Oil was awarded a value blanket for three (3) years from 10/1/2019 - 9/30/2022. The estimated annual spend was for \$50K (\$150K for the 3 year term). With the escalating price of diesel, an additional \$60K was added to the value blanket at the end of 2021 and now an additional \$100K is needed for the remainder of the value blanket term.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 100,000.00

4490-44100-37148-53303

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 5/23/22

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

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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 Infrastructure, Environment and Sustainability

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	Value blanket amendment for ultra-low sulfur #2 dyed diesel and supporting equipment.
Summary (Background)	<p>Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. During each scheduled maintenance outage, a vendor provides a 500 gallon double-lined tank and an electric pump, and refuels the 500 gallon double-line tank and a 250 gallon air compressor. The vendor must be able to meet outage refueling/top off schedules that could be: every 8 hours around the clock, twice a day, or even once a day. On July 31, 2019 bids for ITB 5076-19 were received for the purchase of this diesel and supporting equipment and Eljay Oil Co. Inc., was determined to be the lowest cost bidder.</p> <p>The current value blanket term is for three (3) years from October 1, 2019 thru September 30, 2022. The estimated annual spend was \$50,000.00 (\$150,000.00 for the three (3) year term). Due to the escalating price of diesel over the last two years, an additional \$60,000.00 was added to the value blanket at the end of 2021. Fuel prices have continued to escalate even further in 2022 and an additional \$100,000.00 is needed to ensure the facility's needs are covered for the remainder of the value blanket term.</p>
Proposed Council Action & Date:	Council consent to proceed with amendment on 5/23/22
Fiscal Impact: Total Cost: <u>\$100,000</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: 2022 SWD Budget 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?

Each year the WTE evaluates the use of auxiliary equipment to support its operation. This contract at the present time represents the best solution available to support its efforts. Fuel is required 24/7 during the scheduled maintenance outages as defined above as well as 7 days per week during the remainder of the year.

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 proposal maximizes the use of our fuel providers at the lowest possible cost.

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

OPR 2020-0485

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #

PW ITB 5267-20

Agenda Item Type

Contract Item

Requisition #

CR 23671

Agenda Item Name

4490 AS-NEEDED PURCHASE AND INSTALLATION OF CONVEYOR BELTS AT THE WTE

Agenda Wording

Contract renewal 1 of 3 with Applied Industrial Technologies (Spokane, WA) for the as-needed purchase and installation of Grizzly Conveyor Feed Belts at the WTE from June 1, 2022 through May 31, 2023 with a cost not to exceed \$120,000.00 excl. tax.

Summary (Background)

The WTE Facility operates continuously, incinerating refuse and utilizing conveyors to transport the resulting ash. In the event of a belt failure, there needs to be an immediate response in order to minimize down time. Applied Industrial Technologies was awarded a two-year contract from 6/1/20 - 5/31/22, with the possibility of 3 one-year renewals, for the purchase and installation of this belt, based on their response to PW ITB 5267-20. This will be the first of those renewals.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ \$120,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 5/23/22

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

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For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

DocuSign: Jason Vasquez, VP of Sales,
jvasquez@applied.com

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

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	Contract Renewal for As-Needed Purchase and Installation of Conveyor Feed Belts at the WTE.
Summary (Background)	<p>The Waste to Energy Facility operates continuously throughout the year incinerating refuse. The refuse and resulting ash is carried throughout the facility utilizing conveyors. In the event of a conveyor belt failure, there needs to be an immediate response to repair or replace the belt to minimize down time. Unfortunately, there are very long lead times for the purchase of replacement belts, so they need to be purchased and available prior to a failure.</p> <p>On March 31, 2020, bidding closed on PW ITB 5267-20 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies, of Spokane, WA was the only respondent. The initial contract was for two years, with the option of three (3) one-year renewals, from June 1, 2020, through May 31, 2022. This will be the first of those renewals with an anticipated annual expense not to exceed \$120,000.00 excluding taxes.</p>
Proposed Council Action & Date:	Committee consent on 5/23/2022.
Fiscal Impact: Total Cost: <u>\$120,000</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: 2022 SWD Budget 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?

The WTE in collaboration with the COS Procurement Department solicits bids as required. This contract is a direct result of the process.

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?

The COS WTE and Procurement Departments strive to make the best use of our budgeted dollars and maximize our spending capability. These efforts are reflected in this contract.



City of Spokane

**CONTRACT RENEWAL
1 of 3**

**Title: PURCHASE AND INSTALLATION OF
GRIZZLY CONVEYOR FEED BELT, AS NEEDED**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **APPLIED INDUSTRIAL TECHNOLOGIES**, whose address is 301 North Fancher Road, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform PURCHASE AND INSTALLATION OF GRIZZLY CONVEYOR FEED BELT, AS NEEDED; and

WHEREAS, the initial contract provided for three (3) additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 7, 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 June 1, 2022 and end on May 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED TWENTY THOUSAND AND 00/100 (\$120,000.00)**, excluding tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

APPLIED INDUSTRIAL TECHNOLOGIES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate of Debarment
Exhibit B – Renewal Pricing Sheet

22-086

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

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

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

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


4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



Applied Industrial Technologies

 <div>Applied Industrial Technologies</div>			OPR 2020-0485		OPR 2020-0485	
			2-yr Base Period		1st Renewal; Period	
			Valid through 6/1/2020 through 5/31/2022		Valid from 6/1/2022 through 5/31/2023	
			Unit Price		Unit Price	
Price if 1 Belt is Purchased: Conveyor Belt: 3/375PLPSTKR4X1N/N-27" (3 PLY / 375 Pounds Per Inch of Width, Stacker 4x1 (implying 1/4 Top Cover and 1/16 Bottom Covering), Nylon/Nylon Carcass, 72" Wide x 310' Long). Unit price per convey belt is to be inclusive of all freight and transportation cost. (Unit Price Does Not Include Tax)			50344.58 370' BELT		\$58,159.03 310' BELT	
Price if 2 Belts are Purchased: Conveyor Belt: 3/375PLPSTKR4X1N/N-27" (3 PLY / 375 Pounds Per Inch of Width, Stacker 4x1 (implying 1/4 Top Cover and 1/16 Bottom Covering), Nylon/Nylon Carcass, 72" Wide x 310' Long). Unit price per convey belt is to be inclusive of all freight and transportation cost. (Unit Price Does Not Include Tax)			50344.58 370' BELT		\$50,145.60 310' BELT	
BASE BID ADDITIONAL BELTS THAT MAY BE REQUIRED. New belt at a length of 310' only need to stock one at this point. The belt just installed 4/12/22 on the old conveyor should only run for about 6 to 8 weeks and then become our standby belt as we will be on the new conveyor. The old belt just installed and the new belt your ordering at 310' will give us the equivalent of two spares. City of Spokane agrees to purchase any remaining belts per contract OPR-2020-0485. Price of removal of belt from old system to use as 1st spare will need to be determined.			Due To Price Volatility: Unit Pricing To Be Negotiated Immediately Upon Belt 1, Being Installed, and so on...		Due To Price Volatility: Unit Pricing To Be Negotiated Immediately Upon Belt 1, Being Installed, and so on...	
UNIT PRICE TO BE INCURRED FOR BELT REPAIR SERVICES ONLY (NOT FOR BELT CHANGE-OUTS)						
Line #	Description		Unit Price	Extended Total	Unit Price	Extended Total
1	Straight Time Rate	10 Hours (More or Less),	\$196 Hr	\$1,960.00	\$218 Hr	\$2,178
1.1	Estimated Straight Time Cost In A 12-Month Period: Bidder would multiple Straight Time Hourly Rate by estimated 10 hours, to calculate estimated extended total					
2	Time and a Half Rate	10 Hours (More or Less)	\$294 Hr	\$2,940.00	327Hr	\$3,267
2.1	Estimated Straight Time Cost In A 12-Month Period: Bidder would multiple Straight Time Hourly Rate by estimated 10 hours, to calculate estimated extended total					
3	Double Time Rate	3 Hours (More or Less)	\$407 Hr	\$1,221.00	\$452 Hr	\$1,356.00
3.1	Estimated Double Time In A 12-Month Period. Bidder would multiple Double Rate by estimated 3 hours, to calculate estimated extended total					
4	Emergency Time Rate	3 Hours (More or Less)	\$350Hr	\$1,750.00	\$389 Hr	\$1,944.00
4.1	Estimated Emergency Time In A 12-Month Period: Bidder would multiple Emergency Time Hourly Rate by estimated 3 hours, to calculate estimated extended total					
5	Percentage Markup For Parts/Material Above Cost.		18%	\$1,219.51	18%	\$1,219.51
6.1	Applied Added: Emergency Repairs, time, and materials, will depend on the extent of the damage to the belt and convey or system		\$TBD		\$TBD	
6.2	Applied Added: Due to the size of the belt and conveyor system up to 3 technicians may be needed		\$TBD		\$TBD	
SCHEDULED BELT CHANGE OUT THAT MAY BE REQUIRED 6/1/2022 THROUGH 5/31/2023:						
For Scheduled Belt Change, Bidder Request Advance Notice of:			2 WEEKS		2	
Firm Fixed Price: (Unit Price Does Not Include Tax)			\$8,894.70		\$9,362.85	
SCHEDULED BELT CHANGE OUT THAT MAY BE REQUIRED 6/1/2022 THROUGH 5/31/2023:						
Firm Fixed Price: (Unit Price Does Not Include Tax)			\$8,894.70		\$9,362.85	
Applied Industrial Technologies 301 N. Fancher Spokane WA 99212 Jason Turningrobe jturningrobe@applied.com Phone 509 535 2955			2- Yr Base Period was per Applied's Response to PW ITB 5267-20		NAME	Jason Turningrobe
					SIGNATURE	Jason Turningrobe
					DATE	4/20/2022

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

06/06/2022

Date Rec'd

5/19/2022

Clerk's File #

OPR 2021-0636

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0320 - AMENDMENT 1 TO DOWNTOWN BID CONTRACT WITH DSP

Agenda Wording

Contract amendment #1 to the downtown parking and business improvement area management contract with Downtown Spokane Partnership

Summary (Background)

This amendment to the agreement between the City of Spokane and the Downtown Spokane Partnership for management and operations services for the downtown parking and business improvement area adds \$100,000 to the amount of funding approved, solely to be used for Clean Team and Ambassador services provided by DSP. This amendment also states the intentions of the parties that the payment source for this amount shall be shifted from the City's general fund to assessment revenues.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 100,000.00

0020-88300-19990-54101

Select \$

#

Select \$

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Select \$

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

ALLERS, HANNAHLEE

Study Session\Other

FA Comm., 5/16/2022

Division Director**Council Sponsor**CP Beggs, CM Wilkerson,
CM Kinnear**Finance****Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**



CITY OF SPOKANE

AGREEMENT AMENDMENT NO. 1

**Title: REVISED BID ADMINISTRATION
AND OPERATIONS AGREEMENT**

This Agreement Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION, d/b/a DOWNTOWN SPOKANE PARTNERSHIP**, (the "DSP"), having its principal place of business at 10 North Post Street, Suite 400, Spokane, Washington, 99201, individually hereafter referenced as a "party," and together as the "parties."

WHEREAS, the parties entered into the Revised Downtown Business Improvement District Agreement wherein the DSP was retained pursuant to SMC 04.31.090 and RCW 35.87A.110 to administer the Downton BID on the City's behalf; and

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

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

1. CONTRACT DOCUMENTS.

The Revised Agreement, dated December 6, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on January 1, 2022 and shall run through December 31, 2026.

3. AMENDMENT.

The original Agreement is hereby amended as follows:

3.1 Annual Fee. For each calendar year during the term of this Agreement, ~~((as compensation for the services provided hereunder,))~~ the City shall pay to the DSP an amount equal to the budget approved by the City Council for the agreed-upon work program applicable to each such year, as adopted pursuant to Section 1.3 above. The budgeted amount will represent the annual special assessments due from business and property owners within the BID, as authorized by chapter 35.87A RCW and the Code, as well as approved City contributions. The annual services fee shall be paid to the DSP in equal monthly installments. In no event will the City pay the DSP more money than is received from the levy of special assessments in the BID except for the additional \$100,000 noted immediately below. ~~((The City will reimburse the DSP up to))~~ The additional \$100,000 annually is to be used solely for expenses related to Clean Team and Ambassador

programming ((~~BID management strategic initiatives pre-approved by City Council~~)) in addition to the regular annual budget based on BID ratepayer special assessments. This \$100,000 will be effective retroactively to January 1, 2022. The parties mutually agree that the intent is for this direct contribution of \$100,000 from the City General Fund to cease and be replaced by past and projected increased assessments revenue by the end of the term of this agreement, however, the parties also agree to discuss and consider the financial circumstances that exist at the time of contract renewal negotiations to ensure that the discontinuation of this contribution will not impair the DSP's ability to perform its duties in managing the BID. The City will also pay applicable additional compensation to the DSP for BID expansion purposes as described in Section 2.10.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** annually, and applicable sales tax, for everything furnished and done under this Contract Amendment to be used solely for direct expenses of the Clean Team and Ambassadors programs. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**DOWNTOWN SPOKANE DEVELOPMENT
ASSOCIATION, d/b/a DOWNTOWN
SPOKANE PARTNERSHIP**

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



Agenda Sheet for City Council Meeting of:
05/23/2022

Date Rec'd	5/11/2022
Clerk's File #	OPR 2007-0926
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES
Contact Name/Phone	CARLY CORTRIGHT 6263
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0550 - LEASE AGREEMENT WEST CENTRAL COMMUNITY CENTER

Agenda Wording

Lease Agreement Amendments with West Central Community Development Association

Summary (Background)

The City has leased the West Central Community Center building to the West Central Community Development Association for \$1 per year in recognition of their services to our more vulnerable populations. This amendments extends the lease agreements through December 2032.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 10	<u>Budget Account</u>	# 0350-57200-99999-36250-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	CORTRIGHT, CARLY
<u>Division Director</u>	CORTRIGHT, CARLY

Council Notifications

<u>Study Session\Other</u>	UE 5/9/22
<u>Council Sponsor</u>	CM Wilkerson and CM Kinnear

<u>Finance</u>	ORLOB, KIMBERLY
-----------------------	-----------------

Distribution List

<u>Legal</u>	PICCOLO, MIKE	ccortright@spokanecity.org
<u>For the Mayor</u>	PERKINS, JOHNNIE	cortiz@spokanecity.org

Additional Approvals kferraro@westcentralcc.org

Purchasing

<u>ACCOUNTING - LEASE</u>	BAIRD, CHRISTI
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Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Carly Cortright
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5</u>
Agenda Item Name	Lease Agreement Amendments – West Central and Northeast Community Centers
Summary (Background)	<p>The City of Spokane has had a long-standing arrangement with the West Central Community Development Association and Northeast Community Center Association, both non-profits, to lease and manage the West Central Community Center and Northeast Community Center, respectively, which are city-owned properties. These associations assume responsibility for utilities and maintenance, and in return, the City leases them the property for \$1 per year. This is in recognition of the services our community centers provide to our citizens.</p> <p>The current lease agreements for WCCC and NECC end in December 2023. However, Northeast Community Center Association has requested an extension of the agreement to receive funding from the state to open a mental health clinic at the old Hillyard Library which shares a parcel with NECC. Therefore, we are amending the existing lease agreement with WCCC through December 2032 and amending the existing lease agreement with NECC to include the library location and extending the date from December 2032 as well.</p>
Proposed Council Action & Date:	Approve the amendments at the May 23, 2022 Council meeting
Fiscal Impact: Total Cost: <u>\$0</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 type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: These are revenue generating contracts of \$1 per year	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Our community centers serve all populations, but traditionally have focused on lower socio-economic groups, which often includes historically excluded communities. Renewing these leases will ensure they continue to be able to serve these individuals. The mission statement of NECC: the Northeast Community Center Association (NECCA) is a non-profit neighborhood organization that strives to improve the quality of life for residents of northeast	

Spokane, with emphasis on social, health, economic, education and recreation needs.

The West Central Community Center serves the citizens of Spokane providing childcare, health and nutrition services, a medical clinic, programs for developmentally disabled adults, and recreation activities for youth and adults.

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?

This data is not currently collected by the community centers, but they traditionally have served marginalized populations.

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

The community centers submit quarterly reports regarding their performance metrics which are reviewed by ONS.

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? N/A



City of Spokane

LEASE AGREEMENT AMENDMENT

THIS LEASE AGREEMENT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION, a non-profit corporation as "Association."

WHEREAS, the City entered into a lease agreement with the Association to allow the Association to provide neighborhood and community development activities; and

WHEREAS, the parties would like to extend the term of the lease agreement,

Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The lease agreement dated November 19, 2007, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This contract amendment shall become effective upon signature of both parties.
3. AMENDMENT. Section 2 of the contract documents is amended to read as follows:
 2. TERM. The Association shall have the use of the premises beginning January 1, 2008 through December 31, ((2023)) 2032.

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

Dated: _____

WEST CENTRAL COMMUNITY
DEVELOPMENT ASSOCIATION

By: _____

Kim Ferraro

Title: Executive Director

Dated: _____

CITY OF SPOKANE

By: _____

Johnnie Perkins, City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that know or have satisfactory evidence that Kim Ferraro is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the Executive Director of the WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION, a Washington Non Profit- Corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: _____

Notary Public in and for the State of Washington
residing at _____
My appointment expires _____



Agenda Sheet for City Council Meeting of:
05/23/2022

Date Rec'd	5/11/2022
Clerk's File #	OPR 2007-0528
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES
Contact Name/Phone	CARLY CORTRIGHT 6263
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0550 - LEASE AGREEMENT NORTHEAST COMMUNITY CENTER

Agenda Wording

Lease Agreement Amendment with Northeast Community Center Organization

Summary (Background)

The City has leased the Northeast Community Center building to the Northeast Community Center Organization for \$1 per year in recognition of their services to our more vulnerable populations. This amendment extends the lease agreement through December 2032.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ 10	<u>Budget Account</u>	# 0350-57300-99999-36250-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	CORTRIGHT, CARLY
<u>Division Director</u>	CORTRIGHT, CARLY

Council Notifications

<u>Study Session\Other</u>	UE 5/9/22
<u>Council Sponsor</u>	CM Wilkerson and CM Kinnear

<u>Finance</u>	ORLOB, KIMBERLY
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Distribution List

<u>Legal</u>	PICCOLO, MIKE	ccortright@spokanecity.org
<u>For the Mayor</u>	PERKINS, JOHNNIE	cortiz@spokanecity.org

Additional Approvals drichardson@necommunitycenter.com

Purchasing

<u>ACCOUNTING - LEASE</u>	BAIRD, CHRISTI
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Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Carly Cortright
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent X Discussion Time Requested: <u>5</u>
Agenda Item Name	Lease Agreement Amendments – West Central and Northeast Community Centers
Summary (Background)	<p>The City of Spokane has had a long-standing arrangement with the West Central Community Development Association and Northeast Community Center Association, both non-profits, to lease and manage the West Central Community Center and Northeast Community Center, respectively, which are city-owned properties. These associations assume responsibility for utilities and maintenance, and in return, the City leases them the property for \$1 per year. This is in recognition of the services our community centers provide to our citizens.</p> <p>The current lease agreements for WCCC and NECC end in December 2023. However, Northeast Community Center Association has requested an extension of the agreement to receive funding from the state to open a mental health clinic at the old Hillyard Library which shares a parcel with NECC. Therefore, we are amending the existing lease agreement with WCCC through December 2032 and amending the existing lease agreement with NECC to include the library location and extending the date from December 2032 as well.</p>
Proposed Council Action & Date:	Approve the amendments at the May 23, 2022 Council meeting
Fiscal Impact: Total Cost: <u>\$0</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 type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: These are revenue generating contracts of \$1 per year	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Our community centers serve all populations, but traditionally have focused on lower socio-economic groups, which often includes historically excluded communities. Renewing these leases will ensure they continue to be able to serve these individuals.</p> <p>The mission statement of NECC: the Northeast Community Center Association (NECCA) is a non-profit neighborhood organization that strives to improve the quality of life for residents of northeast</p>	

Spokane, with emphasis on social, health, economic, education and recreation needs.

The West Central Community Center serves the citizens of Spokane providing childcare, health and nutrition services, a medical clinic, programs for developmentally disabled adults, and recreation activities for youth and adults.

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?

This data is not currently collected by the community centers, but they traditionally have served marginalized populations.

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

The community centers submit quarterly reports regarding their performance metrics which are reviewed by ONS.

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? N/A



City of Spokane

LEASE AGREEMENT AMENDMENT

THIS LEASE AGREEMENT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and NORTHEAST COMMUNITY CENTER ASSOCIATION, whose address is c/o Northeast Community Center, 4001 North Cook Street, Spokane, Washington 99207, as "Association."

WHEREAS, the parties entered into a lease agreement for the Northeast Community Center Association to lease and manage the Northeast Community Center; and

WHEREAS, the lease term has been extended from time to time and was most recently extended through December 31, 2023; and

WHEREAS, the Association has applied for or received grant fund from various funding sources that requires that there be at least a ten-year lease commitment between the City and the Association; and

WHEREAS, the parties agree that recently closed Hillyard Library building shall be added to the premises subject to this lease agreement.

NOW, THEREFORE, the parties agree as follows:

1. **DOCUMENTS.** The original lease dated June 22nd and June 26, 2007, and any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This amendment shall become effective upon signature of both parties.

3. AMENDMENTS.

Amendment No. 1: Section 1 of the lease agreement is amended to read as follows:

1. DESCRIPTION OF THE PREMISES. The City leases to the Association the premises at 4001 North Cook Street (Parcel No. 35041.3015), as shown on the attached "Site Space Analysis" Diagram (Attachment A) (~~(, which the exception of the Spokane Public Library portion))~~).

Amendment No. 2: Section 2 of the lease agreement is amended to read as follows:

1. TERM. The Association shall have the use of the premises beginning January 1, 2008 through December 31, ~~((2023))~~ 2032, unless terminated earlier.

Amendment No. 3: A new section 22 is added to the Agreement to read as follows:

22. WAIVER OF RENTAL FEES FOR NOT-FOR-PROFIT COMMUNITY ORGANIZATIONS. The Association shall provide free meeting space at the community center for qualified 501 c 3 organizations or other community partners pursuant to Attachment B.

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

Dated: _____

NORTHEAST COMMUNITY CENTER
ASSOCIATION

By: _____
David Richardson
Title: Executive Director

Dated: _____

CITY OF SPOKANE

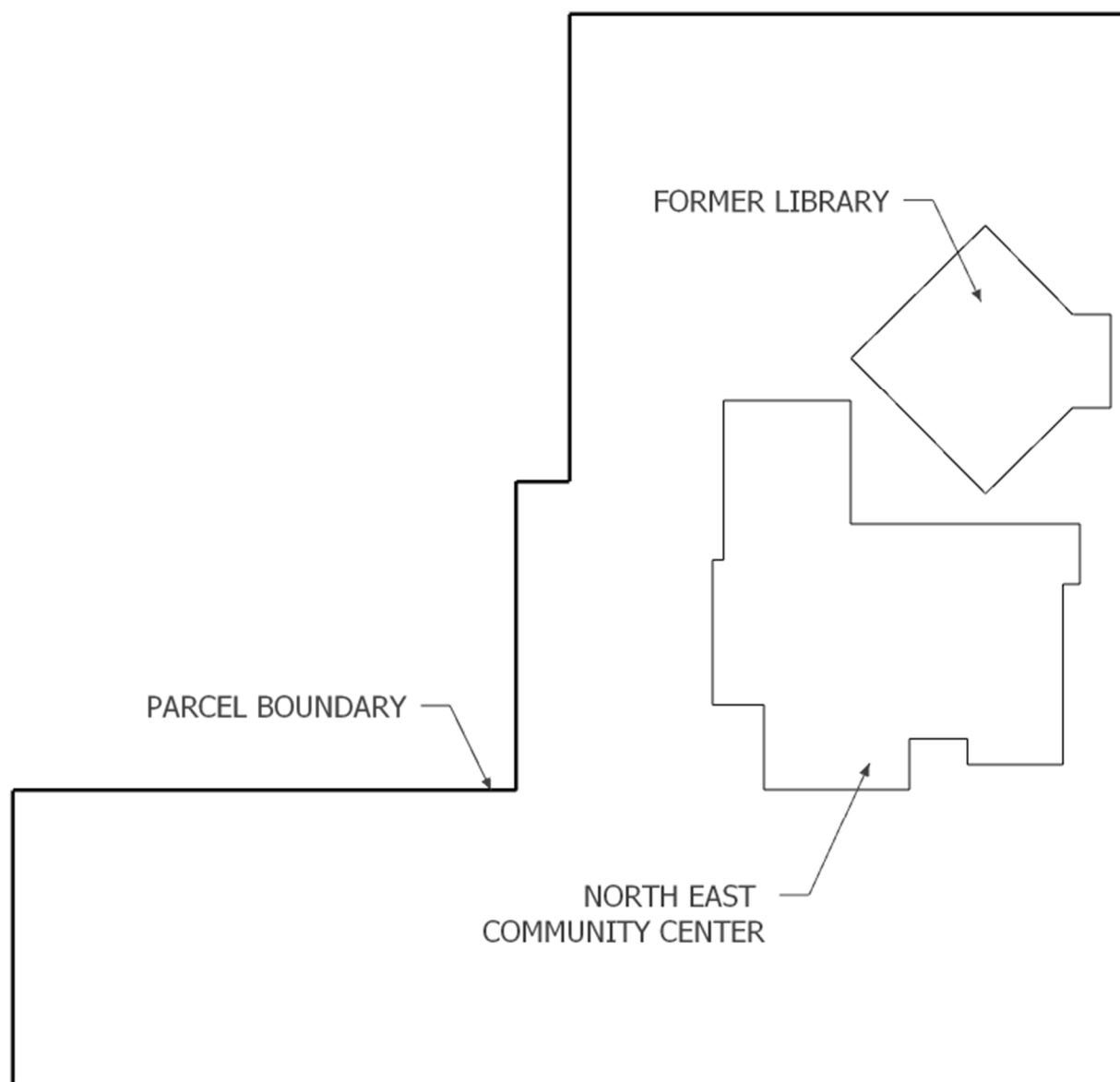
By: _____
Johnnie Perkins, City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



ATTACHMENT B

The Northeast Community Center Association-NECCA a 501c3 not-for-profit organization, relies upon rental fees to maintain the facility and provide access to year-round community resources, programs and services.

NECCA on a case-by-case basis may waive temporary room rental fees for qualified 501c3 organizations or other community partners providing a direct service to the community for meetings, retreats and training sessions during normal NECC business hours.

Non-profit organizations and community partners (renters) can reserve meeting space at the Northeast Community Center at no charge depending on space availability and on a first come, first served basis as long as no admission, donations or fees of any kind are charged to participants.

Regardless of fees charged or waived, all renters must complete a room rental agreement and abide by the policies, procedures and provisions set forth in the agreement.

Use of the facility is at the sole discretion of the NECCA. Failure to comply with the room rental agreement provisions may result in the denial of future use of NECCA facility/meeting spaces.

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

06/06/2022

Date Rec'd

5/19/2022

Clerk's File #

OPR 2022-0409

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Cross Ref #

ORD C36215

Contact Name/Phone

JASON X6529

Project #**Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

Bid #

PW ITB 5604-22

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**

4700 - 801 N REGAL DEMOLITION AND ABATEMENT CONTRACT

Agenda Wording

This is a contract to demolish a substandard, fire-damaged, abandoned, unfit, and nuisance commercial building at 801 N Regal, as directed by the Building Official for the City of Spokane.

Summary (Background)

The large commercial structure(s) at this property is substantially fire-damaged with confirmed asbestos contamination. Inactive and unresponsive property owners have failed to comply with Orders of the Building Official and failed to submit needed documentation or evidence to show good-faith efforts of moving towards resolution.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 469,900

4700-58100-24600-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other

Finance & Admin - May

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Michael Cathcart &

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

jruffing@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

dgmurphy@spokanecity.org

Additional Approvals

lgarcia@spokanecity.org

Purchasing

smacdonald@spokanecity.org

kbecker@spokanecity.org

jwest@spokanecity.org

korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Property ownership has failed to cure the substandard and unsafe conditions at this property and failed to comply with a variety of Building Official orders. The demolition includes asbestos abatement.

Summary (Background)

Additionally, ownership has failed to pay for temporary fencing to keep the site secure and Code Enforcement is paying for security fencing to remain in place, \$277.95 per month. The owner failed to provide a plan for demolition of the structures or begin work at the property by the deadline as detailed in the initial summary order, or subsequent Building Official orders issued at the November 16, 2021 show cause hearing. The high cost of the demolition bids are due to treating the debris entirely as asbestos, using an "alternate means work plan" that will have to be approved by Spokane Clean Air. The current Code Enforcement budget for demolition is exceeded by the low bid; SBO would be needed to fund the costly demolition of the fire damaged and hazardous structure. All costs associated with this enforcement effort will be placed as liens on the properties

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

rbenzie@spokanecity.org

rwaller@spokanecity.org



City of Spokane

PUBLIC WORKS CONTRACT

Title: **DEMOLITION/ASBESTOS 801 N REGAL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **M. J. TAKISAKI, INC.**, whose address is 1620 North Mamer Road, Building C, Suite 100, Spokane, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Demolition/Asbestos 801 N Regal**, selected via PW ITB 5604-22.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to ITB (Exhibit B). These contract documents are on file in the Code Enforcement Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on June 15, 2022, and ends on September 30, 2022, unless amended by written agreement or terminated earlier under the provisions
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FOUR HUNDRED SIXTY NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$469,900.00)**, including sales tax if applicable, unless modified by a written amendment to this

Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Code Enforcement & Parking Services Department, 808 West Spokane Falls Blvd., 3rd Floor, Spokane, Washington 99201. All invoices should include the City Clerk File No. "OPR 2022-0409" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

11. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State

industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County

and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No.

11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

22. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors 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 Contract, the federal law shall prevail.

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

25. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

29. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

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

M. J. TAKISAKI, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Response to ITB 5604-22
Payment Bond
Performance Bond

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)

PAYMENT BOND

We, **M. J. TAKISAKI, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED SIXTY NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$469,900.00)**, including sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Demolition/Asbestos 801 N Regal, selected via PW ITB 5604-22. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

M. J. TAKISAKI, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

[illegible]

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **M. J. TAKISAKI, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **FOUR HUNDRED SIXTY NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$469,900.00)**, including sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the Demolition/Asbestos 801 N Regal, selected via PW ITB 5604-22.. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

M. J. TAKISAKI, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT B

Bid Response Summary

Bid Number PW ITB 5604-22
Bid Title Demolition/Asbestos 801 N Regal
Due Date Monday, April 18, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company MJ Takisaki
Submitted By David Quass - Monday, April 18, 2022 12:24:44 PM [(UTC-08:00) Pacific Time (US & Canada)]
daveq@takisaki.com 509 244-7080
Comments

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the project requirements.	Acknowledged and Agreed
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged and Agreed
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	Acknowledged and Agreed
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	Acknowledged and Agreed
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	Acknowledged and Agreed
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.	Acknowledged and Agreed
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged and Agreed
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged and Agreed
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 150 calendar days or no later than September 30, 2022 If availability of supplies causes a delay.	Acknowledged and Agreed
	CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Brian Urdahl brianu@takisaki.com 253-625-4111 Bruce Miller Brucem@takisaki.com 208-473-9859
PUBLIC WORKS REQUIREMENTS			

1	The work under this contract constitutes a public work under state law.	Acknowledged and Agreed
2	Payment/performance bonds will be required.	Acknowledged and Agreed
3	Statutory retainage will be required.	Acknowledged and Agreed
4	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged and Agreed
5	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, April 18, 2022.	Acknowledged and Agreed
6	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged and Agreed
7	The Contractor and any subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged and Agreed
8	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed
9	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Acknowledged and Agreed
GENERAL CONDITIONS		
1	By submitting a bid, Contractor acknowledges that they have read and understand the General Conditions included in and made a part of the "PW ITB 5604-22 Demolition/Asbestos 801 N Regal Bid Document" in the Documents tab.	Acknowledged and Agreed
TECHNICAL REQUIREMENTS		

Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Acknowledged and Agreed
Scope of Work	The Contractor has reviewed and understands the document entitled "PW ITB 5604-22 Demolition/Asbestos 801 N Regal Bid Document" in the 'Documents' tab.	Acknowledged and Agreed
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Acknowledged and Agreed
Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Acknowledged and Agreed
Asbestos Hazard Emergency Response Act (AHERA) Certified	Contractor must be Asbestos Hazard Emergency Response Act (AHERA) Certified – Upload proof of certification here.	SBailey_AHERA BIR Cert 2021-22.pdf
BID		
1	Please download the 'Bid Proposal' Pages 8-10 of the PWITB #5604-22 Demolition/Asbestos 801 N Regal Bid Document in the 'Documents' tab, complete, and upload the completed document here.	ITB_5604-22_BidProposal_takisaki.pdf
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form Page 14 of the PW ITB #5604-22 Demolition/Asbestos 801 N Regal Bid Document in the 'Documents' tab).	ITB_5604-22_BidBond_takisaki.pdf
3	Please indicate if subcontractors will be used to complete this project.	Yes
4	If subcontractors will be used, please use the 'Subcontractor List' Page 11 of the PW ITB #5604-22 Demolition/Asbestos 801 N Regal Bid Document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	ITB_5604-22_SubcontractorForm_takisaki.pdf
5	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	Acknowledged and Agreed
CONTRACTOR RESPONSIBILITY		
1	Washington State Contractor's Registration No.	MJTAK*123CA
2	Contractor's U.B.I. Number	6011029413

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #5604-22 Demolition/Asbestos 801 N Regal

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Demolition & Disposal Charge	\$ <u>469,900.00</u> (do not include Washington State Sales Tax)
Credit for Salvage	\$ <u>0.00</u>
Final Project Bid	\$ <u>469,900.00</u>

THE ABOVE PRICING INCLUDES THE PAYMENT OF PREVAILING WAGES.

THE CONTRACTOR SHALL DUMP ALL SOLID WASTE AND DEMOLITION MATERIAL AT ANY

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) N/A and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 150 calendar days or no later than September 30, 2022.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of

Spokane in the amount of ONE HUNDRED DOLLARS (\$100.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MJTAKI*123CA
(must be in effect at time of bid submittal)

U.B.I. Number 601-029-413

Washington Employment Security Department Number 616189-00-1

Washington Excise Tax Registration Number 601-029-0413

City of Spokane Business License Number 601029413
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

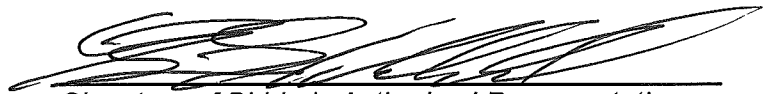
BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: MJ Takisaki Inc. - Brian Urdahl



Signature of Bidder's Authorized Representative

Project Manager
Title

1620 N. Mamer Bldg. C, Suite 100
Address Spokane Valley, WA 99216

509-244-7080
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

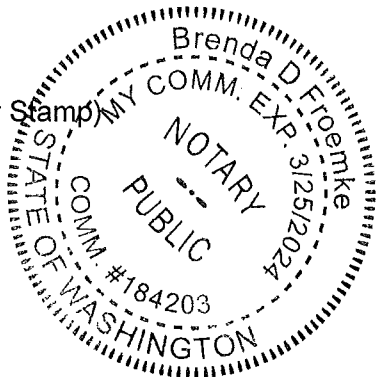
My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 04/18/2022
date

(Seal Or Stamp)



Brenda D. Froenke
Signature of Notary Public

My appointment expires 03/25/2024

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, M.J. Takisaki, Inc. as Principal,
and Western Surety Company as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the

Demolition/Asbestos 801 N Regal

according to the terms of the bid made by the Principal; and the Principal shall, within the
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on April 13th, 2022

AS PRINCIPAL



M.J. Takisaki, Inc.

By: [Signature]

Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

Western Surety Company

AS SURETY



By: [Signature]

Jamie Armfield Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathleen M Mitchell, Roxana Palacios, Holly E Ulfers, Peggy A Firth, Lori Stark, Scott Alderman, Kathy Nye, Tara Koloski, Debbie Lindstrom, Amber Engel, Jamie Armfield, Individually

of Seattle, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

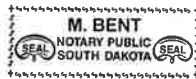
State of South Dakota
County of Minnehaha

} SS

On this 31st day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of April, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

THIS FORM MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

SUBCONTRACTOR LIST

PROJECT NAME: Demolition/Asbestos 801 N. Regal
ITB 5604-22

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER Elder Demolition

TYPE OF WORK/BID ITEM Demolition

AMOUNT \$ 213,954.00

CONTRACTOR'S REGISTRATION NO. ELDERDIO30K1

CONTRACTOR/SUPPLIER IRS Environmental

TYPE OF WORK/BID ITEM Asbestos Abatement

AMOUNT \$183,594.00

CONTRACTOR'S REGISTRATION NO. IRSENNWIO33PN

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



Certificate of Completion

Sam Bailey

has successfully completed

4-Hr AHERA Certified Building Inspector Refresher Training

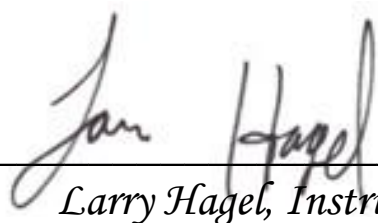
In compliance with TSCA Title II AHERA 40 CFR Part 763

as approved by the State of Missouri

Kyron Environmental Accreditation #MO-129

Date of Training & Exam: September 30, 2021 in Spokane, WA

Certificate # BIR20210930-12


Larry Hagel, Instructor

Expires: 09/30/2022



Certificate of Completion

Samuel Bailey, Jr.

has successfully completed

8-Hour AHERA Project Designer Refresher Training

As approved by USEPA under TSCA Title II AHERA 40 CFR Part 763;

as approved by the State of Missouri [Kyron Environmental, Inc. Accreditation #MO-129]

Date of Training and exam: February 4, 2022 in Spokane, WA

Exam score of at least 70%.

Certificate No. **PDR20220204-01**

Larry Hagel, Instructor

Expiration: 02/04/2023

Briefing Paper

Finance and Administration

Division & Department:	Community and Economic Development, Code Enforcement
Subject:	Demolition of structure(s) at 801 N Regal
Date:	May 2, 2022
Contact (email & phone):	Jason Ruffing, Enforcement Supervisor, jruffing@spokanecity.org 509.625.6529
Director:	Kris Becker, Steven MacDonald
Committee(s) Impacted:	Finance and Administration, Urban Experience, Public Safety, PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. Additionally, the policy that the Building Official or Hearing Examiner may determine that the building/structure is unfit for human habitation and orders demolition if any of the substandard conditions listed in SMC 17F.070.400 are found to exist to such an extent as to be dangerous or injurious to the health or safety of the buildings occupants or community.
Strategic Initiative:	Safe and Healthy, Urban Experience
Deadline:	The demolition deadline will be detailed in the final contract once approved. The Building Official set a demolition deadline for property ownership and multiple deadlines have been missed. The Building Official has not set a deadline for the City's efforts to demolish.
Outcome: (deliverables, delivery duties, milestones to meet)	Demolish fire damaged, asbestos contaminated nuisance property that is a public safety hazard and negatively impacts the surrounding neighborhood.
<p>Background/History: The structure at 801 N Regal, parcel numbers 35161.4301 and 35161.4302 is a fire-damaged commercial property that has been determined to be substandard, abandoned, unfit, and a nuisance by the Building Official for the City of Spokane. The building spans two parcels, the majority of the building being located on a parcel owned by Regal District, LLC, and a smaller portion of the building sits on a lot owned by Andy Louie.</p> <p>A fire occurred at this property on September 26, 2021 and resulted in catastrophic damage to the building. Following the fire, the Building Official issued a "summary order" to the property ownership to prepare a demolition plan and to secure the premises with fencing while demolition and/or repairs were pending. This did not occur, resulting in Code Enforcement facilitating security fencing at this property. Costs associated with the fencing are being placed as a lien on the property.</p> <p>Following the emergency event and summary orders, Code Enforcement staff scheduled an administrative show cause hearing before the Building Official to discuss the property and next steps. There was some participation from ownership at the hearing and the Building Official's orders were clear. Ownership was again ordered to demolish the structures within twenty-one (21) days from the date of the letter (11/17/22) and that more time for the demolition may be provided if a comprehensive demolition plan, including asbestos documentation and signed contracts, was provided by December 10, 2021. Neither deadline was met by property ownership.</p> <p>The LLC that owns the majority of the structure was represented by an attorney at the hearing that has subsequently stopped representing the LLC. Response from this ownership group has been intermittent and inadequate, with no actual proposals or information being submitted throughout this entire time. This portion of the building may be insured, but no documentation has been</p>	

provided by the property ownership. There is also a lien holder involved with this portion of the building. Andy Louie, owner of a smaller portion of the building, submitted via his contractor an incomplete and inadequate proposal to try and separate their portion of the building to salvage it. Review and potential approval of such a proposal would require extensive design professional documentation, signed contracts, and comprehensive asbestos survey/remediation information, and this has not been provided. Additional deadlines were set for this potential proposal and again were not met. This portion of the building is not insured.

On February 11, 2022, Spokane Clean Air Agency staff conducted a limited sampling of building materials that are present at the site that could be safely sampled from the exterior of the building and this limited sample returned positive results for asbestos containing materials. This was after communication from multiple asbestos professional that indicated that a full asbestos survey would not be possible at this location due to the hazardous condition of the building. Code Enforcement has coordinated the installation of asbestos caution tape. Luckily, no ACMs that are friable or airborne in nature have been identified at the site.

On March 23, 2022, the request for proposals was sent out to licensed demolition and asbestos professionals via MRSC with the assistance of the Purchasing team. Bids were due April 18, 2022, and 4 bids were received. With the experience of a similarly complex demolition a few years ago at 3011 E Wellesley, staff was expecting this project to need to be an "alternate means" demolition plan in order to comply with SRCAA regulations. This increases demolition costs drastically. The bids that we received confirmed this. The apparent low bid is \$469,900.00.

Executive Summary:

- *The large commercial structure(s) at this property is substantially fire-damaged with confirmed asbestos contamination.*
- *Inactive and unresponsive property owners have failed to comply with Orders of the Building Official and failed to submit needed documentation or evidence to show good-faith efforts of moving towards resolution.*
- *Owner has failed to pay for temporary fencing to keep the site secure and Code Enforcement is working with American On-Site, paying for fencing to remain in place, \$277.95 per month.*
- *The owner failed to provide a plan for demolition of the structures or begin work at the property by the deadline as detailed in the initial summary order, or subsequent Building Official orders issued at the November 16, 2021 show cause hearing.*
- *The high cost of the demolition bids are due to treating the debris entirely as asbestos, using an "alternate means work plan" that will have to be approved by Spokane Clean Air.*
- *The current Code Enforcement budget for demolition is exceeded by the successful bid; SBO would be needed to fund the costly demolition of the fire damaged and hazardous structure.*

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required: Council budget approval.

Known challenges/barriers: Estimated demolition costs exceed value of properties. Ownership has failed to resolve conditions, resulting in the Building Official directive to City Staff to pursue resolution through City-initiated request for proposals for demolition and asbestos remediation. Costs associated with this enforcement efforts will be placed as property tax liens on both properties.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/30/2021

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

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

PRODUCER USI Insurance Services NW 601 Union St. Suite 1000 Seattle, WA 98101 206 441-6300		CONTACT NAME: Please email/fax requests PHONE (A/C, No, Ext): FAX (A/C, No): 610-362-8518 E-MAIL ADDRESS: clcertrequest@usi.com																						
INSURED M.J. Takisaki, Inc. 1312 S. Weller Street Seattle, WA 98144		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td colspan="2">INSURER B : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Continental Insurance Company		35289	INSURER B : Columbia Casualty Company		31127	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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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 <input checked="" type="checkbox"/> PD Ded:10,000 <input checked="" type="checkbox"/> WA Stop Gap* GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6023738351	12/01/2021	12/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 *WA Stop Gap \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6023738334	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			6023738348	12/01/2021	12/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors			6023738351: Incl	12/01/2021	12/01/2022	\$1,000,000 Each Claim
	Poll & Profession			Trans Pollu Liab			\$2,000,000 Aggregate
B	Leased/Rent Equip			6023681262	12/01/2021	12/01/2022	\$125,000 Lim/\$1,000 ded

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

RE: Contract #2021-160 G (1-1), SCC Building 19 HEQ Remodel, Community Colleges of Spokane.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the The State of Washington and Owner only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

CERTIFICATE HOLDER**CANCELLATION**

State of Washington Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	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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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

10020007560785860751729



Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



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- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

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

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



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- B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

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

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A.** Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B.** Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

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

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Insured Name:

Policy No:

Endorsement No:

Effective Date:



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE**Name of Additional Insured Person Or Organization**

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

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STATE OF
WASHINGTON

BUSINESS LICENSE

Profit Corporation

M. J. TAKISAKI INC.
STE C100
1620 N MAMER RD
SPOKANE VALLEY WA 99216-3712

TAX REGISTRATION - ACTIVE

Issue Date: Sep 24, 2021

Unified Business ID #: 601029413

Business ID #: 001

Location: 0002

Expires: Oct 31, 2022

CITY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

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

UBI: 601029413 001 0002

STATE OF WASHINGTON

Expires: Oct 31, 2022

M. J. TAKISAKI INC.
STE C100
1620 N MAMER RD
SPOKANE VALLEY WA 99216-3712

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

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

06/06/2022

<u>Date Rec'd</u>	5/25/2022
<u>Clerk's File #</u>	OPR 2022-0410
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	IRFP 5588-22
<u>Requisition #</u>	CR23668

<u>Submitting Dept</u>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<u>Contact Name/Phone</u>	DERMOTT MURPHY X6142
<u>Contact E-Mail</u>	DGMURPHY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4700 - SAFEUILT PLAN REVIEW SERVICES CONSULTANT AGREEMENT

Agenda Wording

Plan review services

Summary (Background)

The DSC requested professional on-call plan review service proposals from SPRS to augment the City plan review services. This enabled the DSC to control costs and provide a high level of professional services while keeping the allocated timeframes for reviews on track. DSC believes the interests of the community can be served by using a private firm for additional plan review services. It is expected that such a firm would be able to contract available resources in response to workflow demands.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 180,000

Select \$

Select \$

Select \$

Budget Account

4700-30210-24100-54201-99999

#

#

#

Approvals**Dept Head** DUVALL, MEGAN**Division Director** MACDONALD, STEVEN**Finance** ORLOB, KIMBERLY**Legal** FAGGIANO, SAM**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** UE 5/9/22**Council Sponsor** CMs Stratton & Cathcart**Distribution List**

dgmurphy@spokanecity.org

smacdonald@spokanecity.org

kbecker@spokanecity.org

rbenzie@spokanecity.org

rthompson@spokanecity.org

Additional Approvals**Purchasing**



City of Spokane
CONSULTANT AGREEMENT
Title: PLAN REVIEW SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SAFE BUILT WASHINGTON, LLC**, whose address is 3755 Precision Drive, Suite 140, Loveland, Colorado 80538 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide Building Plan Review Services and

WHEREAS, the Consultant was selected from an Informal Request for Proposals No. 5588-22.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2022, and ends on April 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed upon mutual agreement of the Parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Informal Request for Proposal, and in Consultant's Response dated March 22, 2022 which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Development Services Center, Third 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 Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is

one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the –forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such

individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes,

emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties


agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

SAFEBUILT WASHINGTON, LLC

CITY OF SPOKANE

By  April 20, 2022
Signature Date

By _____
Signature Date

Avner Alkhas
Type or Print Name

Type or Print Name

CFO
Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's March 22, 2022 Response to IRFP

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.

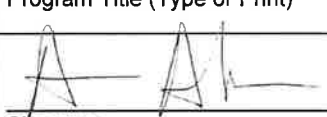
SAFEbuilt Washington, LLC Name of Subrecipient / Contractor / Consultant (Type or Print)	 Program Title (Type or Print)
Avner Alkhas Name of Certifying Official (Type or Print)	 Signature
CFO Title of Certifying Official (Type or Print)	April 20, 2022 Date (Type or Print)

EXHIBIT B

Insert next page



IRFP No. 5588-22

Plan Review Services

ELECTRONIC

City of Spokane, WA

March 22, 2022 | 10:00 AM

Shani Canillas

Account Manager
970.294.6801
scanillas@safebuilt.com

David Spencer

State Operations Manager
425.213.2612
dspencer@safebuilt.com

SAFEbuilt Washington, LLC

SAFEbuilt[®]

Letter of Submittal

Tuesday, March 22, 2022

City of Spokane

ATTN: Connie Wahl, City of Spokane Purchasing Department

808 West Spokane Falls Boulevard

Spokane, WA 99201-3316

RE: IRFP No. 5588-22 for Plan Review Services

Dear Ms. Wahl:

SAFEbuilt Washington, LLC (SAFEbuilt) is pleased to present our proposal in response to the Informal Request for Proposals (IRFP) for Plan Review Services for the City of Spokane. Accurate and timely Building Department Support services are critical to helping support City development. SAFEbuilt provides efficient and effective solutions using proven methods that deliver high customer satisfaction at a reasonable cost.

Although we will likely not be the "cheapest," we believe we offer the most economical and beneficial solution for the City. When the total cost of permit delays and other issues are compared with the "cheaper solution," it is evident that SAFEbuilt offers a better overall value to the City. We are the leader in supplemental and turn-key municipal services throughout the country. Currently, we provide building code services to 22 municipal and governmental agencies in Washington, including the cities of Arlington, Mill Creek, Bellevue, Issaquah, King County, Kittitas County, and more. We also have two years of demonstrated experience supporting the City of Spokane with these services.

It is essential to choose a company with demonstrated abilities capable of fully delivering Building Department Support services when you need them. Our long-term experience with many Washington communities provides SAFEbuilt with a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services quickly, well-qualified, and resourcefully. We have provided examples of our work, each similar to the contract's size, scope, and complexity.

SAFEbuilt is your local partner with the capacity to customize services to meet your needs. We stand ready to accept any work you request, and we are fully capable of performing urgent assignments with short notice and rapid turnaround. We commit to delivering the services your community needs in a manner that elected officials, City staff, stakeholders, and citizens desire and deserve.



CORPORATE ENTITY

Colorado Corporation, legally certified to conduct business in the State of Washington

OWNERSHIP

SAFEbuilt Washington, LLC is a wholly owned subsidiary of SAFEbuilt, LLC.

SIGNING AUTHORITY

Mr. Avner Alkhas
Chief Financial Officer
444 N. Cleveland Avenue, Suite 444
Loveland, CO 80537
970.292.2219
aalkhas@safebuilt.com

PRIMARY PROJECT CONTACT

Ms. Shani Canillas
Account Manager
970.294.6801
scanillas@safebuilt.com

PROJECT OFFICE

16211 114th Avenue SE, Suite 219
Bellevue, WA 98004



MAKING A DIFFERENCE WHERE YOU NEED US



SAFEbuilt Washington, LLC does not currently, nor have they formerly employed any employees from the City during the period of the past twelve months from today's date. Further, SAFEbuilt acknowledges and complies with the terms and conditions presented in the IRFP as written with one minor modification (shown below):

Reference Section

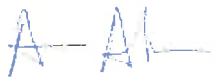
Attachment 1: IRFP – Terms and Conditions, Page 4, 17. Liability, First Paragraph, First Sentence

Modification Request

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all **third-party** claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract

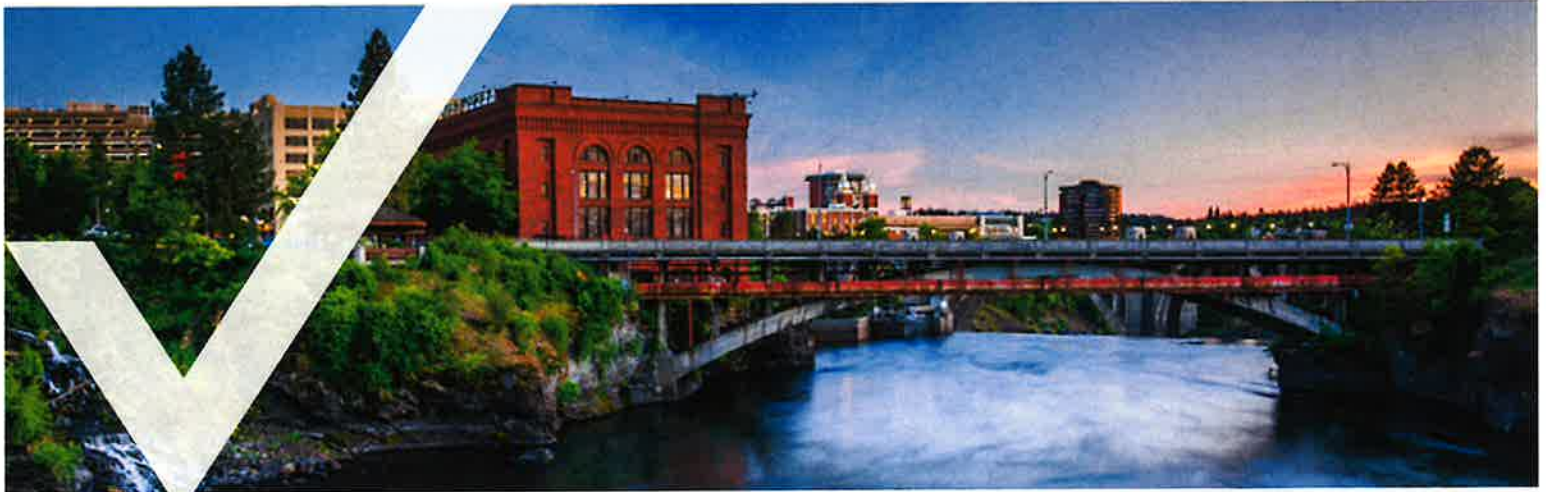
Our proposal details our services, qualifications, and proposed staff for delivering outstanding Plan Review Services to support the City. We enthusiastically present this proposal for your review and evaluation and thank you for taking the time to assess our proposal. If you have any questions or need clarifications, please contact your Account Manager, Ms. Shani Canillas, at 970.294.6801 or by email scanillas@safebuilt.com.

Best Regards,



Avner Alkhas, Chief Financial Officer
SAFEbuilt, LLC

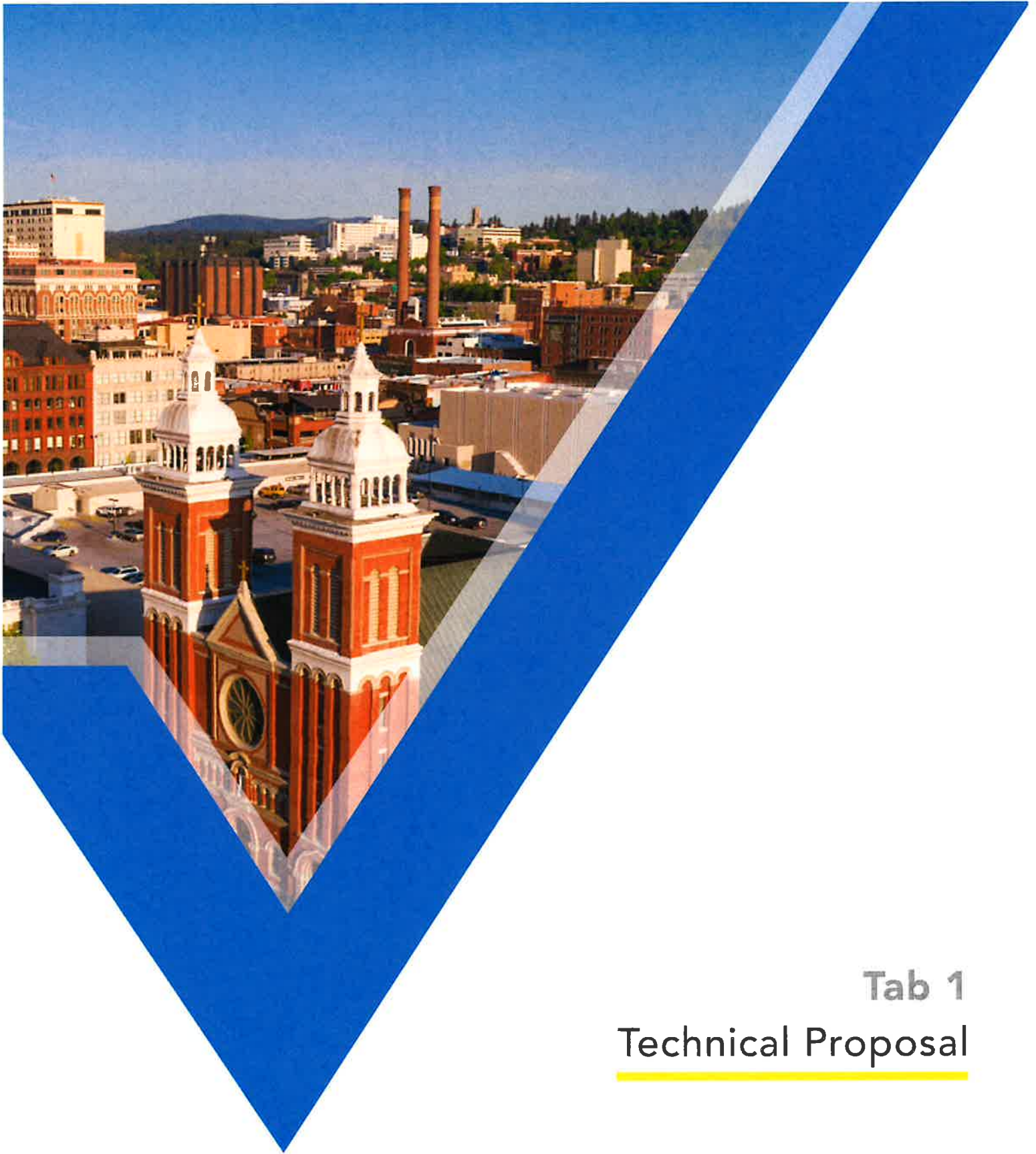




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Tab 1
Technical Proposal

Technical Proposal

SAFEbuilt is a multi-disciplinary community development services provider performing thousands of plan reviews, inspections, and a wide array of building department, planning, engineering, and other professional services. Our objective is to provide the City with a reliable team of professionals who possess the right credentials and experience to perform the requested services successfully. Our team is well-versed in the area and has supported many contracts throughout Washington with similar size and scope of services to the City of Spokane.

Understanding of Project Requirements

The City Needs:

- A team of professionals to perform high-quality plan review services, including new construction
- Work to be performed with the highest degree of integrity in a manner consistent with industry best practices, conflict of interest laws, and City policies
- A solution to control costs and provide a high level of professional services to all City departments and the community

SAFEbuilt Offers:

- ✓ A team of professionals with high-level experience and skills to successfully provide a team of Plans Examiners with a customer service focus and thorough knowledge of building department policies and procedures and promoting cooperation and partnership with other jurisdiction departments and outside agencies
- ✓ Licensed Plan Review Engineers and ICC Certified Plans Examiners for thorough and timely building and fire plan reviews
- ✓ Additional staffing as needed when workload increases to maintain exceptional service
- ✓ A high level of customer service for internal and external customers
- ✓ Additional services as-needed/-requested to support the City's changing workload
- ✓ A cost-effective solution that remains within budget constraints

With our expert personnel and decades of experience, we have the qualifications and means to meet the City's objectives to retain a third-party private provider for plan review to support the City. We have a history of customer confidence and a reputation for delivering services on time and within budget. We recognize the importance of staying on schedule and keeping up with the volume of permits the City receives. SAFEbuilt is ready to help the City catch up on plan reviews and remain current with permits.

Our plan review professionals use best practices to meet each municipality's service requirements, managing projects effectively and efficiently. Some examples of previous plan review projects include high-rise buildings, casinos, regional shopping centers, hotels, resorts, hospitals, sports arenas, detention facilities, police stations, fire stations, city halls, libraries, schools, industrial facilities, hazardous occupancies, trash recycling, essential facilities, unreinforced masonry seismic upgrades, residential projects, tenant improvements, and remodels.

Proposed Approach & Methodology

SAFEbuilt believes that maintaining frequent and consistent check-ins between the account management and operations teams and our clients is key to the early identification of performance risks and contributes to contract success. Your account management team will reach out to the City to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

We will manage the services of this contract from our Washington Regional Office in Bellevue, and your primary points of contact from Business Development for this program are Ms. Shani Canillas, Account Manager, and Mr. David Spencer, State Operations Manager.



Regional Office
16211 114th Avenue SE
Suite 219
Bellevue, WA 98004



Ms. Shani Canillas
Account Manager
970.294.6801
scanillas@safebuilt.com



Mr. David Spencer
State Operations Manager
425.213.2612
dspencer@safebuilt.com

SAFEbuilt.com

In the role of **Account Manager**, **Ms. Shani Canillas** will provide contract oversight and act as an intermediary between SAFEbuilt and the City to meet the City's needs for information, support, and assistance. In turn, Ms. Canillas helps SAFEbuilt to better understand the City's needs, expectations, and challenges.

As the Account Manager, Ms. Canillas aims to ensure the City receives the support they need. Her role focuses on bringing the right people to the table should your community desire things such as additional service options, improved tech-enabled capabilities, local or headquartered back-office support, and overall contract success and longevity. Ms. Canillas has been with SAFEbuilt for seven years and formerly managed from the procurement/proposal development aspect, affording her the understanding of necessary industry-specific expectations.

Mr. David Spencer will support the City in the role of **State Operations Manager**. Mr. Spencer has 35 years of industry experience. He has served in various Building Department Support roles in Washington, including Building Official for Chelan County and the cities of North Bend and Westport. In addition to seven ICC certifications, he is a WABO ACO-accredited Code Official. He joined SAFEbuilt in 2017 and is currently our Regional Operations Manager.



As the State Operations Manager, Mr. Spencer is responsible for maintaining the appropriate staffing levels to ensure services are delivered on time, on budget, and in compliance with company and City standards. He will prepare regular status, activity, and budget reports for the City.

WHAT THE CITY CAN EXPECT FROM THEIR SAFEbuilt TEAM

Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

All SAFEbuilt Team Members will:

- ✓ Wear/display proper identification.
- ✓ Possess/maintain the licenses/certifications required to perform compliant plan reviews.
- ✓ Be knowledgeable of design principles, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Offer exemplary customer service while performing their duties and interacting with City staff, elected and appointed officials, construction firms, and the public.
- ✓ Attend meetings as required by the City.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions.
- ✓ Meet all job safety requirements and OSHA safety standards.
- ✓ Perform all duties as required by the scope of services.

APPROACH TO PROJECT MANAGEMENT

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. The PECO framework, illustrated in Figure 1, is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the SAFEbuilt team delivers a project management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. Our support for the City of Spokane requires a methodology to operate and maintain all areas of service efficiently. The SAFEbuilt team's process is structured to streamline our resources and provide responsive services. Successful execution of building support services starts with a responsive team structure that can anticipate and address resource needs.

Our team works on multiple tasks simultaneously, and our organizational structure supports the staff to oversee this process effectively. Our Project Manager, Ms. Amber Green, will ensure overall project performance and completion

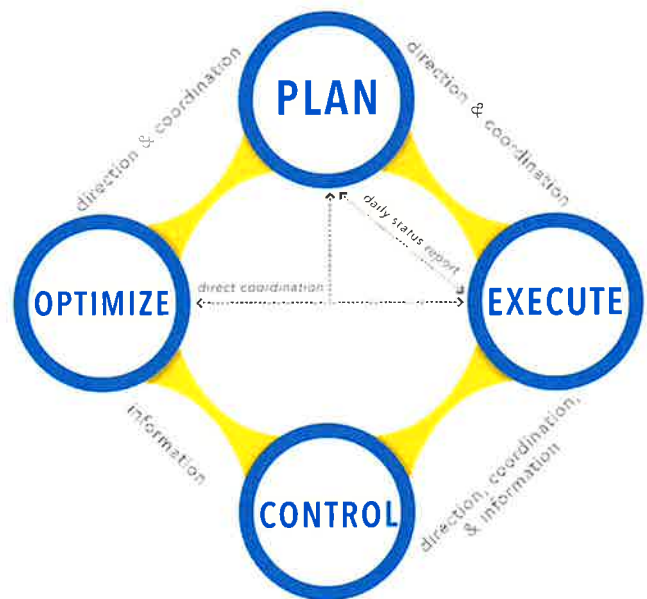


Figure 1. The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.

MONTHLY CONTRACT STATUS REPORTS BY WORK ORDER

SAFEbuilt's Project Manager produces a schedule and budget, then generates a report measuring our progress against that schedule. Further, she will provide information that measures the percentage of the expended budget and where the budget spending occurs. We will provide these reports to the City monthly. Comparing the work accomplished with scheduled activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

ALL CONTRACT-RELATED CORRESPONDENCE

SAFEbuilt agrees to participate in all required coordination meetings. When requested by the City, our team will coordinate meetings if City staff feel it will result in better communication and streamlined workflow. These meetings may include all stakeholders involved in projects to discuss and develop plans.

APPROACH TO QUALITY CONTROL (QC) & QUALITY ASSURANCE (QA)

SAFEbuilt prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk.

To ensure quality, SAFEbuilt has implemented a Quality Control (QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. SAFEbuilt's QC activities include:

- ➔ Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system)
- ➔ Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed
- ➔ Periodic peer review of others' plan reviews
- ➔ Staff feedback as necessary for any discrepancies or improvements needed
- ➔ Staff is paid to attend both internal and external training to grow professionally and improve skill sets
- ➔ Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided
- ➔ Sending periodic customer satisfaction surveys for feedback on work performed and services provided
- ➔ SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary

Given SAFEbuilt's comprehensive approach to management and plan review, the probability of risk is low. As part of our QC&A process, we ensure that SAFEbuilt standards are met. We involve the City in the entire process to maintain transparency.

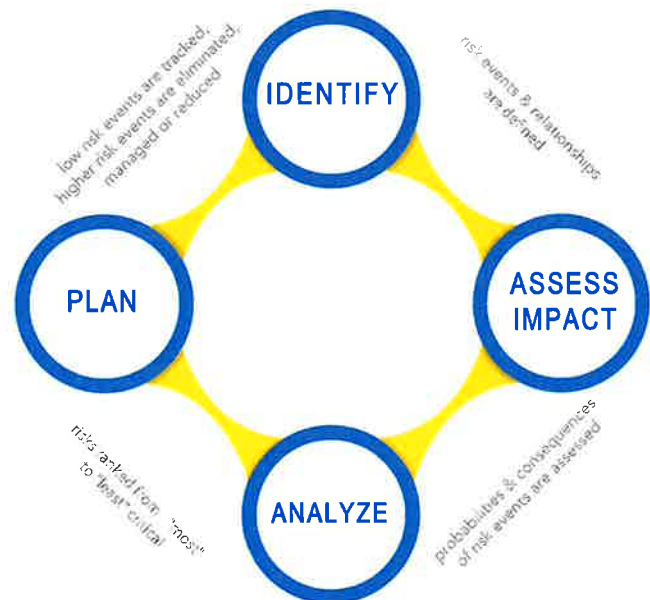


Figure 2. SAFEbuilt's plan review process is used throughout the contract for early identification and mitigation of program risks.

In addition to the routing and tracking systems used for plan review, staff regularly receive training to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

To further mitigate risk, we follow an iterative process comprised of planning implementation and progress monitoring. The steps are shown in Figure 2.

Our plan for program success is to eliminate or reduce the risks identified by the process described above. Adjustments in technical steps and schedule may achieve this. If necessary, the next step is minimizing the likelihood and impact of risk. It is unlikely for risk to reach this level. Yet, we are prepared to implement additional mitigation strategies, such as switching out staff, reviewing best practices, adjusting schedules, and increasing the frequency of peer review.

APPROACH TO COMMUNICATION & COORDINATION

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time.

Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the City and SAFEbuilt. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all City staff, detailing what to expect during contract transition and moving forward.

We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the City. We ensure our work effort is clearly communicated to the City throughout the contract's life, adjusting as necessary.

The following is a summary of our communication plan.

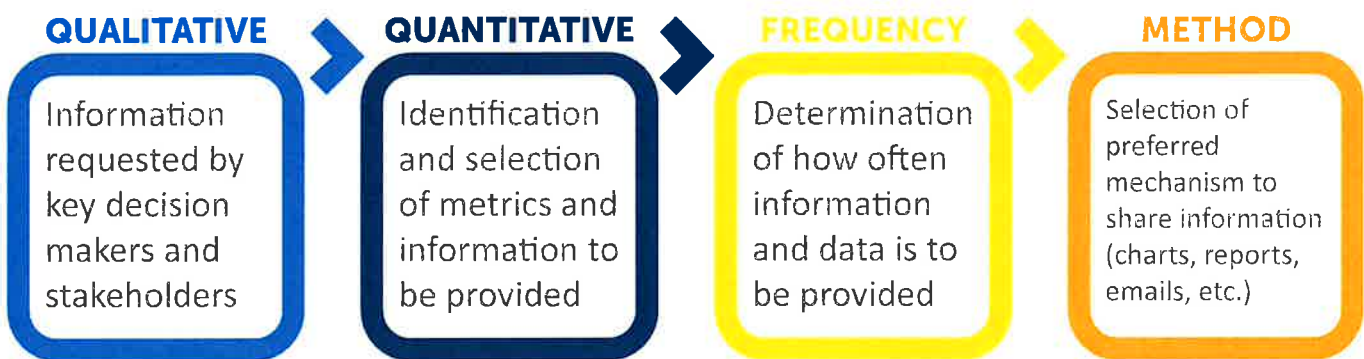


Figure 3. SAFEbuilt's Communication Plan. Frequent and clear communication is critical for program success.

WORKING RELATIONSHIP BETWEEN SAFEBUILT AND CITY STAFF

When transitioning new team members into existing building departments, we have discovered that clients can sometimes be concerned with the impact on their team and the community they serve. Current employees, additional departments, permit holders, applicants, and other jurisdictions can all be affected by new service providers. We work hard to build trust with City staff and establish strong working relationships from the start.



As noted above, we believe that clear, consistent communication is key to a successful working relationship between SAFEbuilt and City staff. Our Project Manager, Ms. Amber Green, can discuss projects, schedules, and concerns. She provides the regular interface to keep City staff aware of progress and any suggested changes moving forward. Similarly, the meetings give the City a chance to provide feedback and determine other efforts to make certain the right information is getting to the right people.

Partnership and cooperation are also key. By partnering with City staff, we can better understand and meet your unique needs. Once the partnership is established, we aim to serve as a seamless extension of City staff.

We treat everyone with respect, whether City staff, applicants, or community members. It is one of SAFEbuilt's core values. In fact, SAFEbuilt's core values embody our approach to our working relationship with City staff as well as our philosophy in providing the requested services.

CUSTOMER SERVICE

Customer service is our top priority—we take the right steps to assure your community is always satisfied with our performance. We treat all our internal and external clients with the same level of respect, creating and maintaining impartiality and mutually beneficial relations among departments, stakeholders, and citizens alike.

We send out periodic customer satisfaction surveys to receive feedback on our work performance and the services provided. These surveys allow us to gauge the satisfaction of our clients using a Net Promoter Score (NPS) metric. NPS measures the willingness of customers/clients to recommend a company to others, and it has proven to be one of the best tools for predicting long-term customer satisfaction. NPS ranges from -100 to +100.

A positive score or NPS above 0 is considered "good," while +50 is considered "excellent."

SAFEbuilt's current overall NPS score is 67.

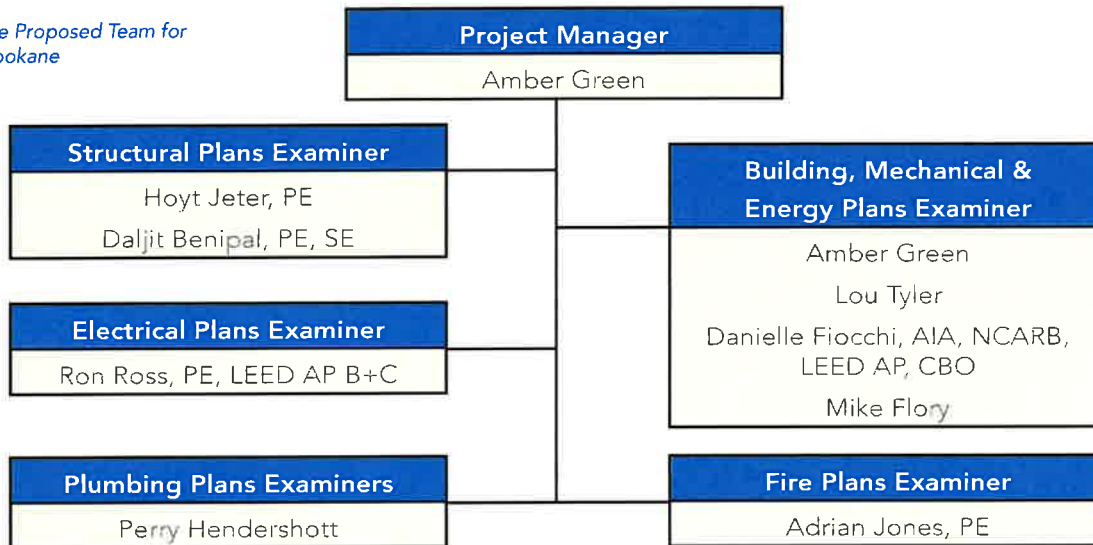
As previously discussed, the City's Account Manager, Ms. Shani Canillas, will schedule regular check-ins and quarterly meetings with the City to ensure customer satisfaction. During these meetings, Ms. Canillas will review the Service Level Agreements (SLA) to ensure they continue to meet the City's expectations and discuss areas where SAFEbuilt may be able to optimize service delivery.

Introducing the Proposed Project Team for the City of Spokane

As with any company that provides third-party service personnel to their clients, SAFEbuilt thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 30 years of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries and exhibit a passion for the work and a drive to get the job done correctly and on schedule. Many of our cross-trained team members are qualified to support more than one area of plan review. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

We present our proposed team of qualified and experienced personnel in Figure 4.

Figure 4. The Proposed Team for the City of Spokane



Amber Green | Project Manager / Building, Mechanical, & Energy Plans Examiner



Ms. Amber Green will lead the team as the Project Manager for this contract with the City. She will also provide Building, Mechanical, and Energy Plan Reviews. Ms. Green has more than 17 years of experience providing building department services to communities throughout Washington State. Before joining the SAFEbuilt team in 2017, her most recent experience was serving as a Plans Examiner for Kittitas County. Ms. Green's ICC certifications are presented in Table 1 on page 23 in this proposal.

Hoyt Jeter, PE | Structural Plans Examiner



Mr. Hoyt Jeter, PE, will support the City in the role of Structural Plans Examiner. Mr. Jeter is a State of Washington-licensed Professional Engineer (#38551) with more than 32 years of structural design and code plan review experience. He has 20 years' experience as an ICC-Approved Instructor. Mr. Jeter is also a technical advisor for the adoption of the Washington State Building Code.

Mr. Jeter joined the SAFEbuilt family in 2018. Prior and concurrently to joining SAFEbuilt, Mr. Jeter is the President/Owner of Clarity Consulting Engineers. Mr. Jeter's licenses and certifications are presented in Table 1 on page 23 in this proposal.



Daljit Benipal, PE, SE | Structural Plans Examiner

Mr. Daljit Benipal has 36 years of experience as a Structural Engineer and Plans Examiner and has been with SAFEbuilt for the past four years. He maintains Professional Engineer licenses in Michigan (#6201043508), Pennsylvania (#PE088333), Colorado (#PE.0054772), and Maryland (#53177). He is also a Certified Structural Engineer by the Structural Engineering Certification Board. His ICC certification is shown in the matrix on page 23 of this proposal. His professional engineering license for the State of Washington is currently in process. Mr. Benipal has a Bachelor of Science in Engineering from Panjab University and a Master of Science in Structural Engineering from City University London. Prior to joining SAFEbuilt in 2018, he was a Head Engineer for the City of Detroit's Buildings, Safety Engineering, and Environmental Department for eight years.

Ron Ross, PE, LEED AP B+C | Electrical Plans Examiner

Mr. Ron Ross will support the City as the Electrical Plans Examiner. He has 16+ years of experience in engineering and building department services and has been with SAFEbuilt for the past year and a half. Mr. Ross earned a Bachelor's degree in Applied Mathematics and Natural Sciences from Thomas Edison State University. He is currently enrolled in a Master of Science in Electrical Engineering program with South Dakota School of Mines and Technology.

Mr. Ross holds Professional Engineer licenses in Delaware (#13827), Maryland (#32052), Texas (#119139), Virginia (#0402045331), and Washington, D.C. (#PE907904). In addition to the ICC certifications shown in the matrix on page 23 of this proposal, Mr. Ross is a Certified LEED AP BD+C and Certified ASQ Reliability Engineer.

Perry Hendershott | Plumbing Plans Examiner

Mr. Perry Hendershott will lend his expertise to the City in the role of Plumbing Plans Examiner. Mr. Hendershott has been with SAFEbuilt for less than a year but has 26 years of experience in plan review and plumbing roles. Prior to joining SAFEbuilt in 2021, he was a Plan Reviewer for Pinellas County, FL's Plumbing and Gas Inspection Division. Mr. Hendershott's four ICC certifications are shown in the matrix on page 23 of this proposal.

Tawna "Lou" Tyler | Building, Mechanical, & Energy Plans Examiner

Tawna "Lou" Tyler will provide Building, Mechanical, and Energy Plan Reviews. Ms. Tyler has more than 27 years of experience in building department services and joined SAFEbuilt in 2017. She currently provides plans examination and inspection services through SAFEbuilt for Arlington, Washington, and Meridian, Idaho. She has supported other Washington communities, including Kittitas County, Grant County, Siskiyou County, and Kootenai County. Ms. Tyler has ten ICC certifications (shown in Table 1 on page 23). She is also a certified Green LEED Associate through the U.S. Green Building Council (USGBC).

"I actually had our first inspection for setbacks combined with footings. I had Lou [Tyler] with SAFEbuilt, and it went great. Very friendly and professional."

– Terry, VP of Operations, Holmes Electric

Danielle Fiocchi, AIA, NCARB, LEED AP, CBO |
Building, Mechanical, & Energy Plans Examiner



Ms. Danielle Fiocchi, AIA, NCARB, LEED AP, CBO will provide Building, Mechanical, and Energy Plan Reviews for the City. Ms. Fiocchi has nineteen years of industry experience and five years of experience in Plan Review. She is a State of Oregon-licensed architect and has earned several state-issued inspection and plan review licenses. Ms. Fiocchi has six ICC certifications (shown in Table 1 on page 23).

Prior to joining SAFEbuilt in 2021, Ms. Fiocchi served as the Building Official, Plans Examiner, and Inspector for the City of Hood River, OR.

Mike Flory | Building, Mechanical, & Energy Plans Examiner



Mr. Mike Flory will also provide Building, Mechanical, and Energy Plan Reviews for the City of Spokane. Prior to joining SAFEbuilt earlier this year, Mr. Flory was the Building Official for Kittitas County, WA. He has 31 years of industry experience and 17 years in building department services roles.

Mr. Flory has earned six ICC certifications (shown in Table 1 on page 23).

Adrian Jones | Fire Plans Examiner



Mr. Adrian Jones will support the City in the role of Fire Plans Examiner. Mr. Jones has 48 years of industry experience and joined SAFEbuilt in 2017. He earned a Bachelor's in Building Construction and Associates degrees in Civil Engineering Technology, Fire Command and Administration, and most recently, Criminal Justice.

Prior to joining SAFEbuilt, Mr. Jones was a Fire Protection Engineer/Plan Reviewer with the Bellevue Fire Department and Fire Protection Engineer for the Seattle Fire Department.

Mr. Jones's professional licenses include Washington State Professional Engineering Licenses (#14618) in Fire Protection Engineering and Civil Engineering. Mr. Jones's certifications are shown in Table 1 on page 23.

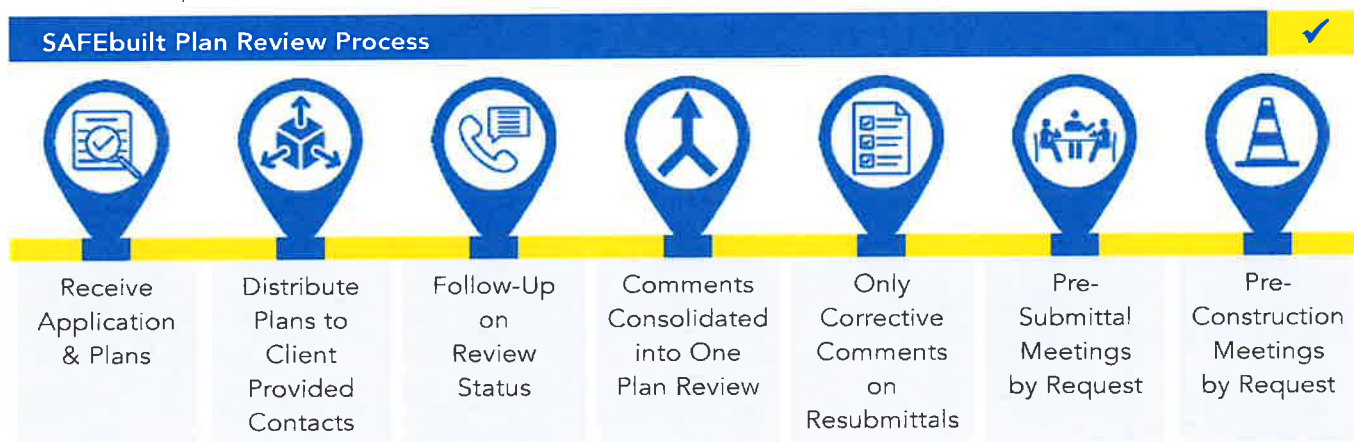
Description of Tasks, Services & Activities

The proposed Plans Examiners for the City will:

- ✓ Receive and record incoming plans submitted by hard copy and electronic copy, providing the customer with the ability to track progress.
- ✓ Attend pre-submittal and pre-construction meetings as requested.
- ✓ Transmit plans with Bluebeam or the City's preferred method for electronic plan review.
- ✓ Return all emails/voicemails within 24 hours.
- ✓ Determine the scope of the project before plan review.
- ✓ Conduct pre-plan review meetings as necessary.
- ✓ Review all construction documents and plan sets for all trades within proposed timeframes.
- ✓ Use compliance checklists during plan reviews.

- ✓ Provide (at a minimum) the following in the plan review letter:
 - Cite the applicable construction drawing sheet number(s).
 - Note code section(s) and provide the code language.
 - Provide a brief but concise comment explaining the identified issues.
- ✓ Return approved plans/associated documentation to the applicant in a timely and professional manner.
- ✓ Provide design advice only in the context of achieving code compliance (written and verbal communication).
- ✓ Perform plan reviews within specified timeframes.
- ✓ Communicate valuation/fee updates to the City.
- ✓ Perform work at a level of competency following industry standards. All plan reviews will be performed by ICC-certified personnel.

Our diverse staff provides flexibility when managing workloads. In addition to the Plans Examiners that we proposed to support this project, SAFEbuilt offers the services of our National Plan Review Program to serve as backup to the dedicated plans examiners. An overview of the plan review process is presented below.



SAFEbuilt will follow up on the status of reviews and will incorporate comments into one plan review in order to minimize correspondence. A full review of the plans will be completed so that only the comments sent out for correction need to be reviewed upon resubmittal. All reviews will be sent to the applicant electronically.

A pre-submittal meeting will convene when requested by the applicant, or if our plans examiners feel it will result in a more seamless plan review process. SAFEbuilt will coordinate meetings to streamline the process.

A pre-construction meeting will convene when the contractor or building department staff feel it will contribute to a smooth start and ongoing building project. The process includes reviewing inspection requirements, testing, and special reporting requirements. SAFEbuilt will provide main points of contact for building department staff and contractor staff contact lists.

TRACKING, WORKFLOW, AND REPORTING DETAILS

Tracking, workflow, and reporting details will be based on the City's software capabilities. We will create an Excel spreadsheet to track plan reviews by permit number and status. Outlook will be used to set reminders for deadlines for reviews.





Figure 5. Plan Review Tracking, Workflow, and Reporting Details

Once the plans examiner has validated that the requirements have been met, they (or a permit technician) will then prepare the permit card and contact the applicant to let them know the permit is available. Following these steps, the applicant pays the appropriate fee to the City, and the permit is issued. By assigning a number at the time of intake, the permit can be tracked by number throughout the project's life. SAFEbuilt will provide a monthly report that includes the number of permits, plan reviews, inspections by type, certificates of occupancy, and project valuation.

Our plan review procedures allow designers to conference with all plan review disciplines in-person, via email, fax, overnight mail, teleconferencing, and web conferencing. SAFEbuilt can receive plans from the City or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc, which decreases the time delays and costs associated with shipping plans. Our process has been designed to be convenient for our client jurisdictions, designers, and permit applicants.

When plans are received, they are reviewed for completeness of submittal and logged into our network tracking system. Our staff enters project information into the City's database within 24 hours of receipt. Target times and maximum completion times are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines listed in the contract. The best-qualified reviewers are chosen based on the requirements and complexity of the plan review, including specialists for building, mechanical, electrical, plumbing, and energy code.

During the review, all disciplines work as a team on each project. A supervisor oversees all reviews, consults with City staff as needed, and performs spot checks for quality control. The reviewers first perform an overview of the project and then use our checklists to focus on the areas of concern. We have tailored supplemental checklists for each client. As our plan reviewers follow the checklists for their reviews, they will add to or modify any item on the checklist at their workstation, then print out a list showing only those items where deficiencies were found to exist on the plans. Our checklists are user-friendly and have been well received by the design industry.

Once a plan review has been completed, our administrative staff will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and jurisdiction via email, fax, or mail. Resubmitted plans shall be submitted directly to the City or shipped or delivered directly to our Bellevue office. Upon final review and approval, two sets of the approved plans will be stamped, perforated, or sent as-is back to the Building Department. Our administrative staff reviews all plans returned to the City for completeness of forms and tracks all fees for billing per the client's contract.

BLUEBEAM REVU

Our team uses Bluebeam Revu to review plans electronically and hard copy when customers are unable to use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to add comments to electronic plans and request revisions efficiently
- The Tool Chest, where each reviewer can create and save custom toolsets for specific needs
- A “Compare Documents” feature instantly clouds the differences between drawing revisions
- An integrated “Markups” list allows technicians to view and track comments during the permitting process and summarize them into a PDF report

ELECTRONIC PLAN REVIEW SERVICES FOR EXPEDITING PLAN REVIEWS

SAFEbuilt’s remote plan review services offer an ideal approach to help the City manage increasing workloads. Using SAFEbuilt’s National Plan Review Program, the City receives immediate access to multi-disciplinary plans examiners ready to provide support when needed.

The benefits of this approach include:



Access to multi-disciplined plan reviewers. Credentialed staff are hard to find—staffing all positions necessary is financially challenging. Remote plan review provides the City with access to credentialed multi-discipline Plans Reviewers across the country.



Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times. The outcome—clients do not complain about turnaround time delays, which essentially equal delays in development and mean delays in completing revenue-producing projects.



Expedited plan review. National access to reviewers gives the City the ability to expedite plans (for an additional fee) through the process for clients that have short deadlines or have fallen behind schedule.



No more complaints about turnaround times. Remote reviews have a strict workflow process that increases efficiencies with the ability to view outstanding permits and each project’s status.



Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or by phone. Clients can access the portal anytime, anywhere, without restrictions to office hours.

Team Assignments

Once assigned to a project, our team members remain dedicated to that project until completion. If personnel changes occur during the execution of the contract, SAFEbuilt will immediately notify the City. When potential candidates are identified, we will provide their résumés, applications, and qualifications to the City for review. We will also arrange for the City to meet with the candidate before final onboarding if desired. While sourcing a replacement, we will adjust schedules as necessary or use a qualified candidate from our pool of professionals as a temporary backup.

We will provide the City with a call list with each team member's mobile phone numbers and email addresses at contract start. Further, we commit to being available for any required in-person meetings the City deems necessary.

Allocation of Resources

A partnership with SAFEbuilt provides the City of Spokane with instant access to a deep pool of licensed, experienced, and customer-focused building support personnel. Our staff consists of a team of industry professionals who have supported municipalities across the country, providing consistent and responsive customer service every day.

SAFEbuilt can tap locally available resources to augment your dedicated staff during a temporary surge if the City workload increases. When economic recovery is required, we can adjust service levels to help you manage your costs. SAFEbuilt has successfully provided building services under both conditions and is committed to working for the City and your community's residents.

In addition to the Plans Examiners dedicated to this contract, SAFEbuilt offers the City access to our national team of Plans Examiners allocated to our National Plan Review Program. These 34 Plans Examiners are located at offices throughout the country and stand ready to support the City with any surges in workload. SAFEbuilt can easily draw from this national pool of staff with plan review specialties in educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs.

Turnaround Times

Our systems and processes facilitate a coordinated team approach to projects. We assign a single point of contact to lead every large project we support who coordinates all project phases. They remain involved from pre-construction meetings until the issuance of the certificate of occupancy. The assigned Lead assures that schedules are met and coordinates our internal activities and external contract resources.

Our Plans Examiners are copied on any information from these meetings and are involved in all aspects of the Plan Review. The Plans Examiners, in turn, are available during all phases of construction for consultation and involve our key inspection staff, as necessary.

The following table outlines SAFEbuilt's proposed plan review turnaround times for the City:

Plan Check Turnaround Times		
Type of Project	Initial Check	Recheck
Single Family Dwelling	7 working days or less	5 working days or less
Tenant Improvements	7 working days or less	5 working days or less
Apartments	10 working days or less	5 working days or less
Commercial/Industrial	10 working days or less	5 working days or less
Fire Code Review	10 working days or less	5 working days or less
Large Commercial – over \$15M	15 working days or less	5 working days or less



Subconsultants

The Plan Reviews, as described by the IRFP's Scope of Services, are part of our core competencies and primary service line; thus, we will not require support from any subcontractors to deliver these services.

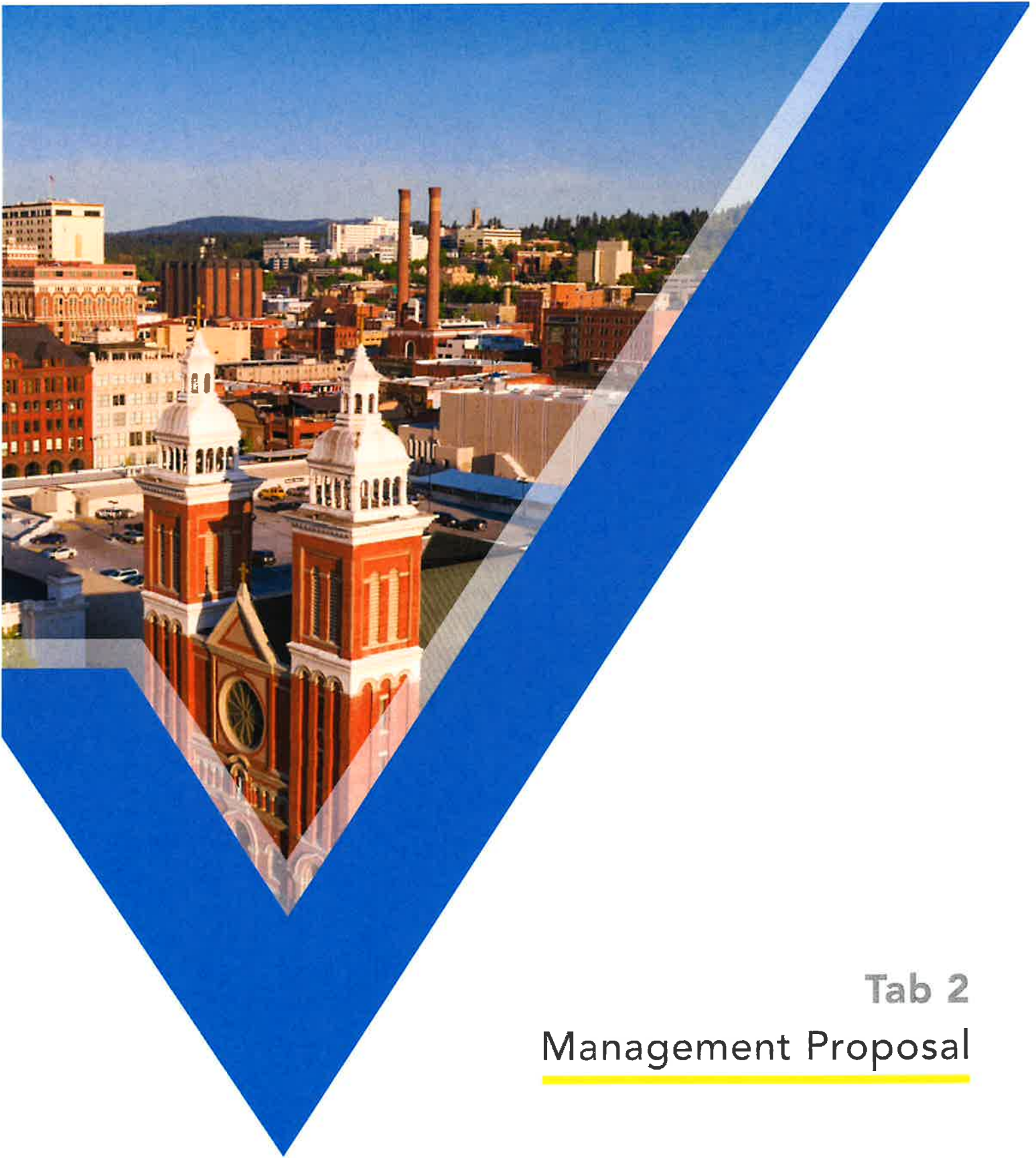
Responsiveness to Issues & Changes in Scope

The Project Manager will be the primary point of contact for issue resolution throughout the contract. If needed, our Project Manager can request corporate reach-back support to resolve any issues outside their scope of responsibility.

SAFEbuilt will assess, document, and track all issues and concerns as soon as they are received. Any issues that may impact contract success, for example, time, cost, or non-compliant work, will be reported immediately to the City. The time allowed to correct non-compliant work depends on the scope and magnitude of the work involved or the severity of the deficiency. When the corrective action requires a follow-up quality control check, we allow for a reasonable time to make corrections and schedule a check. Typically, no more than two working days are needed for after-the-fact correction.

All proposed team members have previous experience supporting these same services for other municipalities. The team is amenable to changes in scope initiated by the City or services required by changes in the requirements of public agencies, after work under this contract has commenced.





Tab 2
Management Proposal

Management Proposal

We strive to maintain our reputation as the “go-to” team for reliable, responsive, and knowledgeable personnel. SAFEbuilt offers tailored services, proven best practices, innovative technology, and unparalleled quality assurance through our personalized approach. Our approach enables streamlined internal operations focused on improved efficiencies, saving time and money. Our staff’s qualifications and training, combined with our robust business systems and core commitment to customer satisfaction, ensure the City of Spokane receives the highest levels of contract performance and professionalism in the industry. We present an overview of our experience and qualifications in Figure 2 below.



- ✓ 30 Years of Experience Providing Building Department Services
- ✓ 24 Years of Contract Experience in Washington State
- ✓ Long-Term Contract Experience with the City of Chelan (14 years), the City of Ellensburg (13 years), and the City of Longview (8 years)



- ✓ Qualified Personnel with ICC Certifications, Trade Licenses, and Previous Experience Performing the Work



- ✓ Currently Providing Building Department Services to 22 Communities in the Washington State



- ✓ SAFEbuilt Serves Clients in 32 States and the District of Columbia



- ✓ Current Net Promoter Score (NPS) from Client Evaluations Rates SAFEbuilt as “EXCELLENT”



- ✓ Financial Backing of The Riverside Company (Private Equity)

Firm Experience

The City needs a provider with relevant project experience, similar in size, scope, and complexity to this contract. As described in this proposal, we deliver industry-leading tools and techniques to meet the City’s requirements. Our proven approaches increase productivity through established work management, scheduling, and technical expertise. Further, we leverage a continuous process improvement philosophy to enhance service delivery throughout contract performance. The following is our current client list for Washington State.



Municipality	Services Provided
Adams County	Building Inspection and Plan Review Services
City of Arlington	Building Inspection, Plan Review Services, and Fire Code Plan Review and Inspection
City of Bothell	Building Department Management
City of Carnation	Building Official, Building Inspection and Plan Review Services
City of Chelan	Building Inspection, Plan Review, and Fire Plan Review Services
City of College Place	Engineering Services and Plan Review Services
City of DuPont	Building Department Management
City of Ellensburg	Building Inspection and Plan Review Services
City of Issaquah	Building Inspection and Plan Review Services
City of Lake Stevens	Building Inspection and Plan Review Services
City of Longview	Software
City of Medina	Building Inspection Services
City of Mill Creek	Building Inspection, Engineering, and Plan Review Services
City of Mountlake Terrace	Building Inspection, Fire, and Plan Review Services
City of Mukilteo	Building Inspection and Plan Review Services
City of Port Townsend	Building Inspection and Plan Review Services
City of Sequim	Building Official, Building Inspection, Plan Review Services, Civil Engineering Services, Planning & Zoning
City of Snoqualmie	Building Inspection and Plan Review Services
City of Spokane	Commercial Fire Code Plan Review Services, Building Plan Review Services, and Building Inspections
King County	Building Inspection and Plan Review Services
Kitsap County	Engineering Services
Kittitas County	Building Inspection and Plan Review Services

Staff Experience & Meeting the Minimum Qualifications

The proposed SAFEbuilt Team for the City of Spokane has experience supporting many other municipal clients in similar building department roles. The following table summarizes the experience of each member of the proposed team.

	Years of Working Experience	Years of Role-Related Experience	Years with SAFEbuilt
Perry Hendershott	17	17	5
Hoyt Jeter	32	20	4
Daljit Benipal	36	22	4
Ron Ross	7	6	2
Perry Hendershott	26	14	1
Lou Tyler	28	28	5
Danielle Fiocchi	19	5	1
Mike Flory	31	17	<1
Adrian Jones	48	26	5

The following matrix summarizes the licenses and certifications of the proposed SAFEbuilt Team for the City of Spokane.

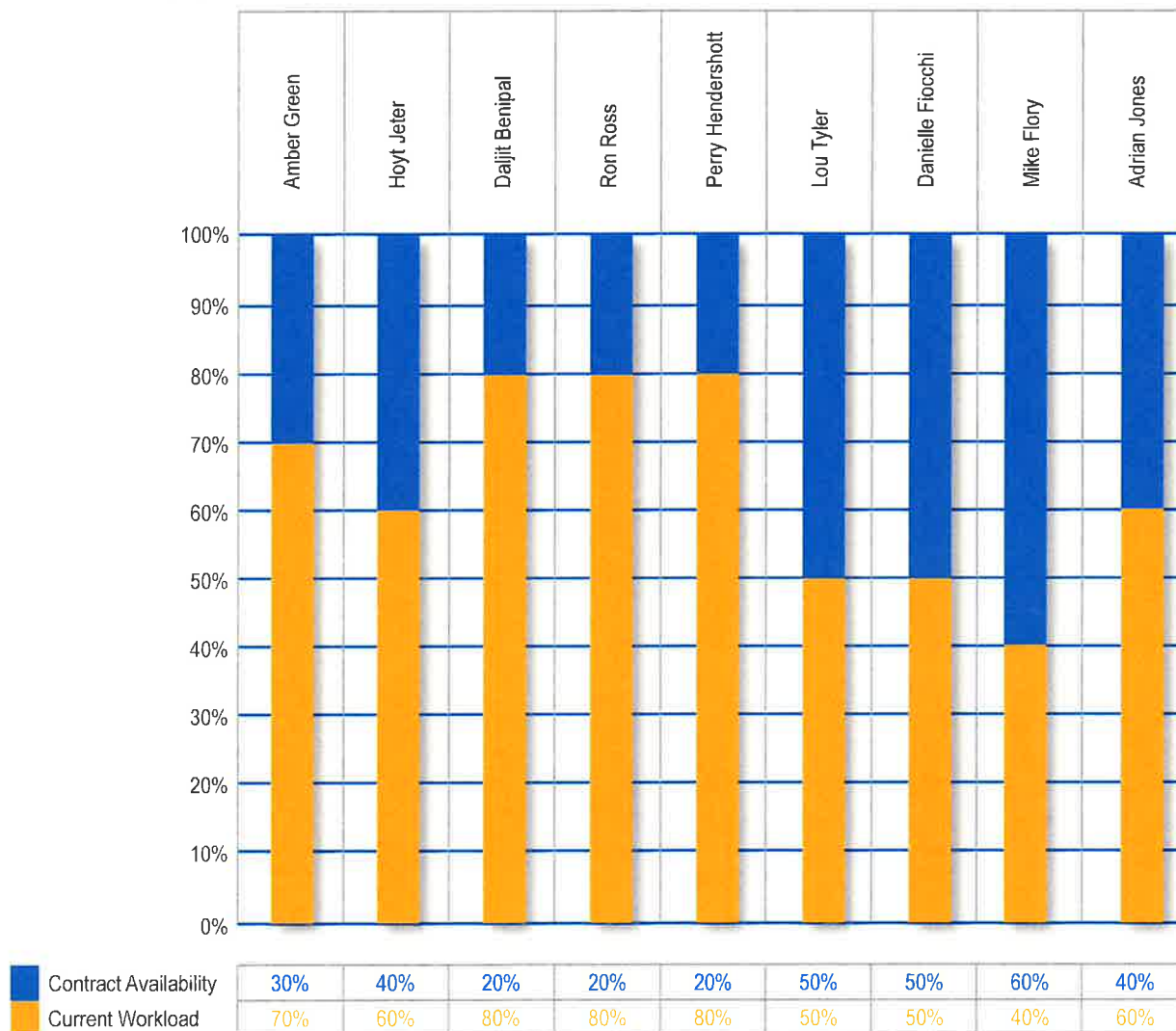
Table 1. The SAFEbuilt Team Qualifications Matrix

	Amber Green	Hoyt Jeter	Daljit Benipal	Ron Ross	Perry Hendershott	Lou Tyler	Danielle Fiocchi	Mike Flory	Adrian Jones
International Code Council Certifications									
Building Code Specialist								✓	
Building Inspector						✓	✓	✓	
Building Plans Examiner	✓	✓	✓			✓	✓	✓	
Certified Building Official								✓	
Combination Inspector						✓			
Combination Inspector - Legacy						✓			
Commercial Building Inspector		✓					✓	✓	
Commercial Combination Inspector						✓			
Commercial Mechanical Inspector					✓		✓		
Commercial Plumbing Inspector					✓				
Electrical Inspector						✓			
Electrical Plan Examiner				✓					
Fire Plans Examiner	✓								
Mechanical Inspector						✓			
Mechanical Inspector UMC						✓			
Mechanical Plans Examiner					✓				
Plumbing Inspector						✓			
Plumbing Inspector UPC						✓			
Plumbing Plans Examiner					✓				
Residential Building Inspector	✓						✓	✓	
Residential Plans Examiner	✓						✓		
Other Licenses & Certifications									
American Institute of Architects (AIA) Certification							✓		
American Society for Quality (ASQ) Certified ASQ Reliability Engineer				✓					
National Council of Architectural Registration Boards (NCARB) Certification							✓		
State of Colorado Professional Engineer			✓						
State of Delaware Professional Engineer				✓					

	Amber Green	Hoyt Jeter	Daljit Benipal	Ron Ross	Perry Hendershott	Lou Tyler	Danielle Fiocchi	Mike Flory	Adrian Jones
State of Maryland Professional Engineer			✓	✓					
State of Michigan Professional Engineer			✓						
State of Oregon BO - Certified Building Official							✓		
State of Oregon CAS - Residential Structural Inspector							✓		
State of Oregon CAX - Residential Plans Examiner							✓		
State of Oregon Licensed Architect							✓		
State of Oregon MIA - Mechanical Inspector, A-Level							✓		
State of Oregon OIC - OR Inspector Certification							✓		
State of Oregon PEA - Plans Examiner, A-Level							✓		
State of Oregon Professional Engineer (Fire)									✓
State of Oregon SIA - Structural Inspector, A-Level							✓		
State of Pennsylvania Professional Engineer			✓						
State of Texas Professional Engineer				✓					
State of Virginia Professional Engineer				✓					
State of Washington Professional Engineer (Civil)		✓							✓
State of Washington Professional Engineer (Fire)									✓
Structural Engineering Certification Board (SECB) Certified Structural Engineer			✓						
USGBC LEED Accredited Professional							✓		
USGBC LEED Accredited Professional BD+C				✓					
USGBC LEED Green Associate, Certified						✓			
Washington, D.C. Professional Engineer			✓						

Contract Availability

The following graph shows the current workload and availability for each member of the proposed team.



Résumés of the Proposed Team

We present the résumés of our qualified team of professionals on the following pages.

- **Amber Green**, Project Manager / Building, Mechanical, and Energy Plans Examiner / Fire Plans Examiner
- **Hoyt Jeter**, PE, Structural Plans Examiner
- **Daljit Benipal**, PE, SE, Structural Plans Examiner
- **Ron Ross, PE, LEED AP B+C**, Electrical Plans Examiner
- **Perry Hendershott**, Plumbing Plans Examiner
- **Tawna "Lou" Tyler**, Building, Mechanical, and Energy Plans Examiner
- **Danielle Plocchi, AIA, NCARB, LEED AP, CBO**, Building, Mechanical, and Energy Plans Examiner
- **Mike Flory**, Building, Mechanical, and Energy Plans Examiner
- **Adrian Jones**, PE, Fire Plans Examiner



AMBER GREEN

**Project Manager /
Building, Mechanical,
Energy, & Fire Plans
Examiner**

CERTIFICATIONS

ICC Certifications

Building Plans Examiner
Fire Plans Examiner
Residential Building Inspector
Residential Plans Examiner

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC; Bellevue, WA | 2017 – Present
 - Perform residential and commercial plan reviews.
 - Maintain accurate database of permit status, fees and specific contract requirements.
 - Provide professional correspondence to clients and applicants regarding permits.
 - Perform residential and commercial building inspections.
 - Maintain accurate inspection reporting as requested by client.
- **Plans Examiner** Kittitas County, WA | 2014 – 2017
 - Provide accurate and thorough review of residential, commercial and fire building plans.
 - Communicate with customers regarding plan corrections and minimum code requirements.
 - Residential and commercial building inspections.
 - Helped to implement new permitting software.
 - Provide code interpretations and clarification for customers.
 - High volume of plan review while maintaining strict schedule.
 - Damage assessments of structures affected by flood and fire.
- **Building Inspector** Kittitas County, WA | 2011 – 2014
 - Perform residential and commercial building inspection.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
 - Complete residential plan review.
 - Damage assessments of structures affected by flood and fire.
 - Attendance of Central Washington Home Builders Association meetings to convey updates and answer questions regarding county business.
- **Engineer Technician / Building Inspector** Kittitas County, WA | 2009 – 2011
 - Maintain county road log, traffic count data and pavement management inventory.
 - Perform residential and commercial building inspections.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
- **Building Inspector** Kittitas County, WA | 2006 – 2009
 - Perform residential and commercial building inspections.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
 - Complete residential plan review.
 - WA State Emergency Management Earthquake and Flood Hazard Training.
- **Permit Technician** Kittitas County, WA | 2005 – 2006
 - Intake building plans, review for code compliance, and maintain customer correspondence.
 - Schedule/prioritize and provide inspections of new and existing buildings for code compliance.
 - Educate patrons on inspection timeline/requirements.

HOYT JETER, PE

Structural Plans Examiner

EDUCATION

University of Washington Seattle
B.S. Civil Engineering

LICENSES & CERTIFICATIONS

International Code Council (ICC)
Building Plans Examiner
Commercial Building Inspector
ICC-Approved Instructor

State of Washington
Professional Engineer License
#38551

PROFESSIONAL MEMBERSHIPS & AFFILIATIONS

National Council of Examiners
for Engineering and Surveying
(NCEES)

Long-term member & assisted
with the development of the
Professional Engineering Exam

International Code Council (ICC)
Member

Washington Association of
Building Officials (WABO)
Member

Mr. Jeter is a State of Washington-licensed Professional Engineer with more than 32 years of structural design and code plan review experience. He has 20 years' experience as an ICC-Approved Instructor. Mr. Jeter is also a technical advisor for the adoption of the Washington State Building Code.

EXPERIENCE

- **Structural Plans Examiner** SAFEbuilt Washington, LLC | 2018 – Present
- **President/Owner** Clarity Consulting Engineers | 2015 – Present
- **Northwest Regional Manager/Sr. Structural Plan Reviewer** West Coast Code Consultants (WC3) dba Eagle Eye Consulting Engineers | 2012 – 2015
- **President/Owner/Engineer & Plan Reviewer/Building Code Instructor** Eagle Eye Consulting Engineers | 2003 – 2012
- **Northwest Regional Manager/Structural Plan Reviewer** BIY Northwest, Inc. | 1999 – 2003
- **Structural Design Engineer** Engineers Northwest and Symonds Consulting Engineers | 1990 – 1999

DALJIT BENIPAL, PE, SE

**Structural Plans
Examiner**

EDUCATION

**City University London;
United Kingdom**

Master of Science

in Structural Engineering

Panjab University; Panjab, India

Bachelor of Science

in Civil Engineering

LICENSES & CERTIFICATIONS

Professional Engineer (PE)

Licenses

Michigan #6201043508

Pennsylvania #PE088333

Colorado #PE.0054772

Maryland #53177

PE License for Washington State

in Progress

ICC Certifications

Building Plans Examiner

**Structural Engineering
Certification Board (SECB)**

Certified Structural Engineer

**State of Michigan Building
ACT 54 OFFICIAL**

#4506 with Disciplines:

Building Official

Plan Reviewer - Building

Plan Reviewer - Electrical

Plan Reviewer - Mechanical

Plan Reviewer - Plumbing

EXPERIENCE

- **Plans Examiner/Structural Engineer** SAFEbuilt, LLC | 2018 – Present
 - Perform Plan Reviews for City of Novi, MI and Structural Reviews for City of Denver, CO by checking compliance with Michigan Codes and Ordinances.
- **Head Engineer** City of Detroit, Buildings, Safety Engineering & Environmental Department | 2000 – 2018
 - Examined the drawings, specifications, calculations, soil reports and other documents to verify compliance with the requirements of the State Codes.
 - Evaluated and interpreted the reports of Engineering laboratories and testing agencies retained by owners for code compliance.
 - Provided technical advice to Architects, Engineers, developers and contractors on Building Code and Structural Engineering matters.
 - Advised and helped the citizens in their Building Code questions and Permit Application process.
 - Researched and interpreted the provisions of the Building Codes.
 - Investigated and resolved unusual design and construction problems through administrative mechanisms if needed.
 - Provided Technical advice to the Administrative Committee and the Board of Appeals and Rules.
 - Researched and provided reports on request for Administrative Hearings and Appeals to the Board of Appeals.
 - Taught ACT 54 Plan Review classes to BSEED inspectors and engineers for their State Licenses.
- **Structural Engineer** Desai Nasr Consulting Engineers, Inc. | 1992 – 1996
 - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for Educational, Institutional, Healthcare, Commercial and Office Facilities.
 - Prepared contract documents for foundations, floors and roof framings. Checked corresponding shop drawings.
 - Prepared the corresponding specifications and structural calculations for approval by local authorities.
- **Structural Engineer** Waterman Partnership Consulting Engineers; London, UK | 1986 – 1989
 - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for educational and office facilities.
 - Prepared contract documents for foundations, floors, and roof framing.
 - Performed lateral load analysis and design. Checked corresponding shop drawings.

RON ROSS, PE, LEED AP B+C, ICC E3

**Electrical Plans
Examiner**

EDUCATION

**South Dakota School of Mines
and Technology**

Masters of Science in Electrical
Engineering

Thomas Edison State University

Bachelor of Applied Mathematics
and Natural Science

LICENSES & CERTIFICATIONS

PE Electrical Licenses

Delaware #13827

Maryland #32052

Texas #119139

Virginia #0402045331

Washington, D.C. #PE907904

ICC Certifications

Electrical Plans Examiner

**American Society for Quality
(ASQ)**

Certified ASQ Reliability Engineer

**U.S. Green Building Council
(USGBC)**

Certified LEED AP BD+C

Mr. Ross is an accomplished Electrical Engineer with electrical designs, plans review, project management, and design-build experiences. He possesses a strong MEP background in commercial, industrial, chemical, federal, education, transportation, and healthcare projects. He is able to analyze and provide adaptable solutions to meet current and future requirements. Experience in training junior engineers.

EXPERIENCE

- **On-Call Plans Examiner** SAFEbuilt, LLC | 2020 – Present
- **Electrical Engineer/Consultant** Ross Engineering | 2018 – 2020
 - Review electrical designs for ICC, IBC, and NEC Code compliance
 - Design MEP electrical for industrial, commercial, educational, and healthcare
 - Design electrical systems for chemical and industrial environments
 - Electrical Cost Estimation
 - Renovation design of 114K sq ft. building
 - Renovation expansion of building with generator mod for a major server room expansion
 - Federal tenant fitout that included high end security
 - Consulted National Harbor MGM on Fire Pump resolution
 - Consulted World Bank on two offices overseas
 - Consulted/reviewed designs for USACOE for Airfield compliance
- **Project Manager** AZZ | 2017 – 2018
 - Responsible for all phases of each project from concept design to scheduling, budgeting, design, team supervision, client interface, execution and project close/sign-off
 - Monitored progress of projects and ensure projects are on schedule
 - Instructed Electrical designers and Electricians on performing specific project tasks
 - Monitored financial status of projects and ensure projects are stayed within budget
 - Made design decisions within corporate established guidelines and procedures
- **Senior Electrical Engineer** Prime AE | 2015 – 2017
 - Developed and administered RFP for design-build projects and design, bid, and build
 - Prepared technical reports, estimates, fact sheets and status reports
 - Created engineering drawings and electrical schematics
 - Completed to 100% IFC design for a \$4.6 Million renovation of a hospital's Central Energy Plant
 - Developed and administered RFP for an Air Force Base Headquarters
 - Completed design review for highway lighting around DC Metro locations

- **Senior Electrical Engineer** TAI Engineering | 2014 – 2015
 - Designed electrical systems for commercial office buildings
 - Prepared specifications, statements of work and test documentation
 - Planned, scheduled and coordinated phases of engineering projects
 - Monitored project status and progress
 - Managed budget and schedule for electrical engineering tasks
- **Electrical Consultant/Subcontractor** Ross Engineering | 2011 – 2014

Projects for the US Coast Guard through the KMEA

 - Developed RFP for the rebuilding construction work necessitated by Hurricane Sandy
 - Reviewed design build submittals for RFP and Code compliance
 - Developed cost estimates for proposed work to help define budget estimates
 - Performed third-party review of electrical designs for Army Corps of Engineers' projects

Projects for the Maryland Transit Administration (MTA) – QC/Cx Engineer

 - Reviewed designs for code, contract compliance, and practical applications
 - Analyzed the feasibility of construction plans
 - Supervised field QA/QC inspections, compliance reports, and procedural standards
 - Supervised field design modifications and preliminary design selections
 - Generated QC/Cx reports and followed-ups on contract close-outs
 - Developed MTBF and availability estimates as well as commission reports
 - Inspected 600/750-volt DC rail traction power systems and AC to DC conversions
- **Senior Electrical Engineer** Government Services Integrated Process Team | 2009 – 2011
 - Developed the electrical RFP for BRAC relocation of naval operations into former DISA headquarters
 - Generated 1391 documents for Rock Island Arsenal, the Ft. Campbell gunnery range and training facility
 - Consulted with Ft. Campbell, Kentucky on the campus electrical grid
 - Conducted cost estimation for UFC compliance projects
- **QC Manager/ Electrical Engineer** MC Dean Inc. | 2006 – 2009
 - Performed Electrical QA/QC management for Walter Reed Hospital expansion in Bethesda, MD
 - Directed team of electrical designers in design of the Phelps PACE High School high technology renovation
 - Directed electrical designers for the design, then assumed project engineering duty for the construction of the Hilton Convention Center, Baltimore, MD

PERRY HENDERSHOTT

Plumbing Plans Examiner

ICC CERTIFICATIONS

Certificate #BN5232

Commercial Mechanical Inspector

Commercial Plumbing Inspector

Certificate #PX2757

Mechanical Plans Examiner

Plumbing Plans Examiner

FEMA COURSEWORK

FEMA IS 100 Introduction to the
Incident Command System

FEMA IS 200 Basic Incident
Command System for Initial
Response

FEMA IS 300 Introduction to
Continuity of Operations

FEMA IS 700 Introduction to
National Mitigation Framework

FEMA IS 800 Introduction to a
National Response Framework

FEMA IS 2200 Basic Emergency
Operations Center Functions

OSHA COURSEWORK

OSHA 40-Hours

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2021 – Present
- **Plan Reviewer** Pinellas County, FL, Chief Plumbing & Gas Inspection Division | 2019 – 2021
 - Lead Code Interpretation and supervisor for the Plumbing/Gas inspection division.
 - Coordinate and schedule third party inspection agencies.
 - Conduct Inspector disciplinary actions, and employee reviews.
 - Served on the Code Interpretation Board for the Pinellas County.
 - Performed daily plumbing/gas plan reviews, communicate inspection results with homeowners and contractors.
 - Communicated plan review results with design professionals, and contractors.
 - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, design professionals, and other inspection agencies.
 - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
 - Performed field inspections as needed.
- **Plumbing Inspector/Assistant Chief/Plan Reviewer** Pinellas County, FL | 2018 – 2019
 - Performed daily plumbing/gas plan reviews, communicated inspection results with homeowners and contractors.
 - Communicated plan review results with design professionals, and contractors.
 - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, and design professionals.
 - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
 - Performed field inspections as needed.
- **Plumbing Inspector/Plan Reviewer** Pinellas County, FL | 2011 – 2018
 - Performed daily plumbing/gas inspections, communicate inspection results with homeowners and contractors.
 - Monitored inspection area for non-permitted work, issue violations, and represented Pinellas county in violation related court cases.
- **Service Technician** R Carr Inc Plumbing; Safety Harbor, FL | 2009 – 2011
- **Plumbing Inspector II** Pinellas County Building Department; Clearwater, FL | 2005 – 2009
- **Plumbing Foreman** R Carr Inc Plumbing; Safety Harbor, FL | 1999 – 2005
- **Plumber** Scotto's Plumbing; Largo, FL | 1996 – 1999

TAWNA "LOU" TYLER

**Building, Mechanical &
Energy Plans Examiner**

EDUCATION

Butte Community College
A.S. Building Inspection
Technology

CERTIFICATIONS

IBC Plans Examiner
#0869110-B3
UBC Plans Examiner
#0869110-60
IBC Building Inspector
#0869110-B5
UBC Building Inspector
#0869110-10
UPC Plumbing Inspector
#0869110-34
NEC Electrical Inspector
#0869110-E5
IMC Mechanical Inspector
#0869110-44
Combo Legacy Codes
#0869110-50
LEED Green Associate
Certified USGBC

EXPERIENCE

- Plans Examiner** SAFEbuilt, LLC; Bellevue WA | 2017 – Present
Review of commercial and residential plans for energy, fire, and code compliance with the adopted International Building Codes for multiple jurisdictions. Replicate the individual jurisdictions in their processes for permit issuances and inspections activities. Support Building Departments with plan review turnarounds in a timely manner. Tracking of multiple jurisdictions data in-house as well as individual departmental systems as needed.
- Plans Examiner** Kittitas County, WA | 2011 – 2017
Duties include review of commercial and residential plans for energy, fire, and code compliance with the International Building Codes. Co-ordinate pre-construction meetings with builders and designers. Track FEMA properties. Review compliance with the Washington State Energy Code. Answer code questions and provide customer service. Computer data entry. Support inspections with field inspections when needed.
- Plans Examiner** Grant County, WA | 1997 – 2004 & 2007 – 2010
Only Plan Reviewer on staff processing on average 1,000 permits a year for the first eight years. Returned in 2007 by request to assist two additional Plan Reviewers. Duties included review of commercial and residential plans for code compliance with the International Building Codes. Co-ordinate pre-construction meetings, customer service, data entry and field inspections when needed.
- Plans Examiner** Siskiyou County, WA | 2004 – 2007
Reviewed residential plans for compliance with the California Building Code. Assisted with field inspections, develop handouts for customers concerning code issues. Answer code questions and provide additional support for front office operations. Organized new file system for better accessibility to plans.
- Plans Examiner** Kootenai County, WA | 1994 – 1997
Review residential and commercial plans for energy and building code compliance. Assisted with field inspections. Enter data into system. Track FEMA projects. Additional responsibilities were to record incentive payments to customers for the Northwest Energy Code and the Puget Sound Energy program.

DANIELLE FIOCCHI,

AIA, NCARB,
LEED AP, CBO

**Building, Mechanical,
and Energy Plans
Examiner**

EDUCATION

University of Oregon, Portland
Master of Science, Architecture

University of Minnesota
Bachelor of Science, Architecture

LICENSES & CERTIFICATIONS

State of Oregon

Licensed Architect, Individual
#ARI-6611

OIC - OR Inspector Certification
#OIC3590

CAS - Residential Structural
Inspector #2569CAS

CAX - Residential Plans Examiner
#2553CAX

MIA - Mechanical Inspector,
A-Level #5916MIA

BO - Building Official #5632BO

SIA - Structural Inspector, A-Level
#5984SIA

PEA - Plans Examiner, A-Level
#6082PEA

International Code Council (ICC)

Building Inspector

Building Plans Examiner

Commercial Building Inspector

Commercial Mechanical Inspector

Residential Building Inspector

Residential Plans Examiner

Ms. Fiocchi is a dynamic architect with a strong understanding of the people and practices that enable, create and deliver a successful project for the customer. Experience encompasses review and design on a range of public and private projects as well as management of design and construction as an Owner's Rep for highly technical scopes with demanding budgets and schedules. Career focus is growing creativity through learning, designing, building, storytelling and collaboration within the team to bring innovation and push the envelope in the design and construction industry. Looking for a team to allow inspiration and continue this focus as a designer or an enabler to help individuals meet their design, experience and construction goals.

EXPERIENCE

- **Plans Examiner** SAFEbuilt Washington, LLC | 2021 – Present
 - Provides building, mechanical, and energy plan reviews for SAFEbuilt clients.
- **Building Official/Plans Examiner/Inspector** City of Hood River, OR | 2019 – 2021
 - Led the Building Department.
 - Performed residential and commercial plan review and inspections for permits, coordinated activities with contracted employees, budgeting, worked with citizens closely on design, safety and construction of projects from conception to occupancy.
 - Coordinated closely with Planning, Zoning, Fire, Public Works and City Engineering on all Projects.
 - Worked as a leader on Permit Enhancement Project Team to bring all projects into the digital realm with Bluebeam review and improve and create consistent review process, forms, and communications internally and externally for the building permit process.
- **Code Analyst/Building Official/Plans Examiner/Inspector** Clair Company; Hood River, OR | 2017 – 2019
- **Owner's Representative and Discipline Lead for Civil Structural Architectural Scope + Design Manager** Intel Corporation; Hillsboro, OR | 2011 – 2017
 - **Discipline Lead Role** has ownership for design and construction for highly technical buildings to enable the next technology. Included design studies, layout changes, seismic and code upgrades, and entire new buildings and elevated links designed with tight tolerances while factory continues to operate.
 - **Design Manager Role** coordinated scope, packaging strategy, costs, etc. on new construction. In charge of leading the internal Intel team of discipline leads as well as the hired AE or Design Builder.

Danielle Fiocchi Résumé, Page 2

Other Licenses/Certifications

LEED Accredited Professional (AP)
National Council of Architectural
Registration Boards (NCARB)
Certification
American Institute of Architects
(AIA) Certification

- Executed Design and Construction in well over 1 million square feet of clean room and support buildings. Majority of projects with multi-million dollar budget. Involved projects include clean rooms, support buildings, labs and offices.
- **Architectural Intern Work 2003 – 2011**
 - Crazy Turnip, LLC - Portland, OR: Developed residential drawings, designs and coordinated details with consultants and subcontractors.
 - Kahler Slater - Madison & Milwaukee, WI: Created hospital construction documents with design team. Verified project details with stakeholders.
 - Hammel, Green, Abrahamson - Minneapolis, MN: Guided design team in their transition from CAD to Revit for hospital projects and set up company standards.
 - BWBR Architects - St. Paul, MN: Assisted project team with construction administration on-site for prison addition.
 - Wold Architects and Engineers - St. Paul, MN: Collaborated with project teams in all design phases. Responsibilities included meeting with user groups, presentations, product research, verifying existing buildings, drafting and design. Projects included master planning, schools, courtrooms and police stations. Involved in Revit and Sustainability Committees.
 - Rozeboom Miller Architects - Minneapolis, MN: Built schematic models for studies of schools, looking at space layout and lighting. Internship in college.

MIKE FLORY

**Building, Mechanical &
Energy Plans Examiner**

EDUCATION

**Keymark Enterprises;
Boulder, CO**

Wood Truss Engineering
Technician

**Y.V.C.C. Computer Aided
Drafting/Design Program**

One-Year Drafting Certificate

LICENSES & CERTIFICATIONS

International Code Council (ICC)

Building Code Specialist

Building Inspector

Building Plans Examiner

Certified Building Official

Commercial Building Inspector

Residential Building Inspector

AWARDS & ACTIVITIES

Y.V.C.C. Mainsprings Publication
1995 Cover (CAD/D drawing)

Designed 1996-1997 RCH Tour
Homes

Designed 1996-1997 Peter Dell
Remodeler's Tour of Homes

Designed 2000-2001 Alpine
Construction Tour Home

EXPERIENCE

- **Plans Examiner** SAFEbuilt Washington, LLC | 2022 – Present
- **Building Official** Kittitas County Community Development Services; Kittitas County, WA | 2015 – 2022
 - Supervised and managed 4 inspectors, 3 plans examiners, and 4 permit technicians as well as coordinated additional review and inspections with SAFEbuilt on a contractual basis.
- **Plans Examiner/Building Inspector** Kittitas County Community Development Services; Kittitas County, WA | 2005 – 2015
 - Reviewed complex residential and commercial plans for fire, life-safety, and structural code compliance, including multi-family residential.
 - Calculated snow loads and the effects of drift, sliding, and unbalanced snow loads and verified that submitted engineering specifications utilized accurate snow loads, seismic zones, wind speeds and frost depths.
 - Inspected residential and commercial buildings from footings through to final and verified new construction and remodeling plans do meet current IRC and IBC with Washington State Amendments.
 - Collaborated cooperatively in the permit process with the Director, Planning, Environmental Health, Public Works, Code Enforcement, Fire Marshal departments and the Board of County Commissioners.
- **Owner** Blueprints Building Design and Drafting | 2001 – 2005
 - As Owner of an architectural drafting and design firm, responsible for the production of working drawings and code applications throughout Washington and Oregon regarding residential and light commercial buildings.
 - Designed, drafted and priced large steel and concrete structures for various local contractors.
- **Drafting Department Supervisor** United Builders of Washington, Inc.; Yakima, WA | 1998 – 2001
- **Project Coordinator/Drafter** Precision Design and Drafting; Yakima, WA | 1997 – 1998
- **Drafter/Estimator** Peter Dell Custom Remodeling; Yakima, WA | 1991 – 1997

ADRIAN JONES, PE

**Fire Plans Examiner
/ Fire Protection
Engineer**

EDUCATION

University of Washington
B.S. Building Construction

Centralia College
A.A. Civil Engineering Technology

**North Seattle Community
College**
A.A. Fire Command and
Administration

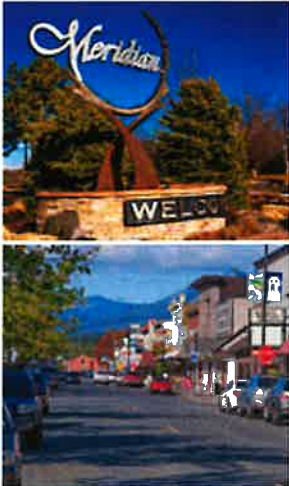
Bellevue College
A.A. Criminal Justice

LICENSES

Washington State Professional
Engineer License # 14618
(Civil and Fire Protection)
Oregon Professional Engineer
License #11072PE
(Fire Protection)

EXPERIENCE

- **Fire Protection Engineer** SAFEbuilt, LLC | 7/2017 – Present
 - Review Fire Sprinkler, Fire Alarm and other plans for compliance with International Fire Codes and National Fire Protection Association Standards.
- **Fire Protection Engineer / Plan Review** Bellevue Fire Department | 2000 – 2016
 - Review building, fire alarm, sprinkler, construction and safety plans for compliance with International Codes, national standards and Bellevue Fire Department Standards. Discuss code issues with contractors, owners, developers and building officials and evaluate alternatives. Conduct field inspections as needed. Attend classes at National Fire Academy and other conferences to keep current on codes and fire issues.
- **Fire Protection Engineer** Seattle Fire Department | 1998 – 2000
 - Review building, fire alarm, sprinkler, construction and safety plans for compliance with International Codes, national standards and Bellevue Fire Department Standards. Discuss code issues with contractors, owners, developers and building officials and evaluate alternatives. Conduct field inspections as needed. Attend classes at National Fire Academy and other conferences to keep current on codes and fire issues. Attend International Code Meetings as a voting member for the Seattle Fire Department
- **Senior Account Executive** CIGNA Special Risk Facilities | 1988 – 1995
 - Underwriter responsible for marketing, rating, reinsurance, policy preparation and issue for large Utility, General Property, Builders Risk and Petrochemical accounts.
- **Utility/Petrochemical Specialists** CIGNA Western Regional Manager | 1986 – 1988
 - Responsible for technical and administration of the Utility/Petrochemical Specialists Program including work management, staffing, budget, training, technical quality, performance appraisals and personnel.
- **Senior Fire Protection Engineer** Washington Public Power Supply System; Richland, Washington | 1983 – 1986
 - Responsible for Fire Protection Engineering for all the facilities including an operating nuclear power plant during construction and operation. Meet with insurance carriers, and Nuclear Regulatory Commission to discuss and resolve issues.
- **Loss Prevention Inspector and Large Loss Investigator** Factory Mutual Engineering, (now FM Global); Bellevue, Washington | 1974 – 1982
 - Conduct loss prevention inspections and Large Loss Investigator. Meet with client executives, brokers and fire officials to resolve protection issues.



City of Meridian, Idaho

Client Since 2018

As-Requested Commercial & Residential Building Plan Review, Energy Plan Review, Accessibility Plan Review, Structural Plan Review and Structural Calculation Review, Mechanical and Fuel Gas Plan Review, and Electrical Plan Review

City of Arlington, Washington

Client Since 2017

Building, Plumbing, and Mechanical Plan Review and Inspection, and Fire Code Plan Review and Inspection



CASE STUDY

[Arlington, WA Leverages SAFEbuilt in Response to Increasing Demand for Commercial Projects - SAFEbuilt](#)



King County, Washington

Client Since 2016

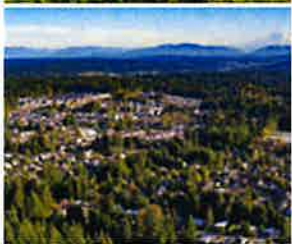
As-Requested Fire Protection, Building, and Structural Engineering Plan Review and Inspection Services



City of Boise, Idaho

Client Since 2021

As-Requested Building Inspection Services and Remote Plan Review Services, including Fire Sprinkler and Fire Alarm Plan Review Services



City of Mill Creek, Washington

Client Since 2018

As-Requested Building Official Services; Building, Engineering, Plumbing, and Mechanical Inspection Services; and Structural and Building Plan Review Services



Kittitas County, Washington

Client Since 2018

As-Requested Building, Plumbing, and Mechanical Inspections, Residential and Commercial Plan Review Services, and Residential Fire Sprinkler Plan Review



City of Mountlake Terrace, Washington

Client Since 2020

As-Requested Plan Review Services, including Fire; and Building, Plumbing, Mechanical, and Fire Inspections



City of Bellevue, Washington

Client Since 2017

On-Call Structural and Non-Structural Plan Review



City of Issaquah, Washington

Client Since 2017

As-Requested Building, Plumbing, and Mechanical Inspections and Remote Plan Review, including Fire Code Plan Review Services



City of Lake Stevens, Washington

Client Since 2019

Building, Plumbing, and Mechanical Inspections and Plan Review Services

References

SAFEbuilt is pleased to present the following references of clients for whom we have provided services similar to those requested by the City of Spokane.



City of Meridian, Idaho

Brent Bjornson, Building Official

33 East Broadway, Meridian, ID 83642

208.887.2211

bbjornson@meridiancity.org



City of Arlington, Washington

Marc Hayes, Community Development Director

238 North Olympic Avenue, Arlington, WA 98223

360.403.3421

mhayes@arlingtonwa.gov



King County, Washington

Chris Ricketts, Building Official

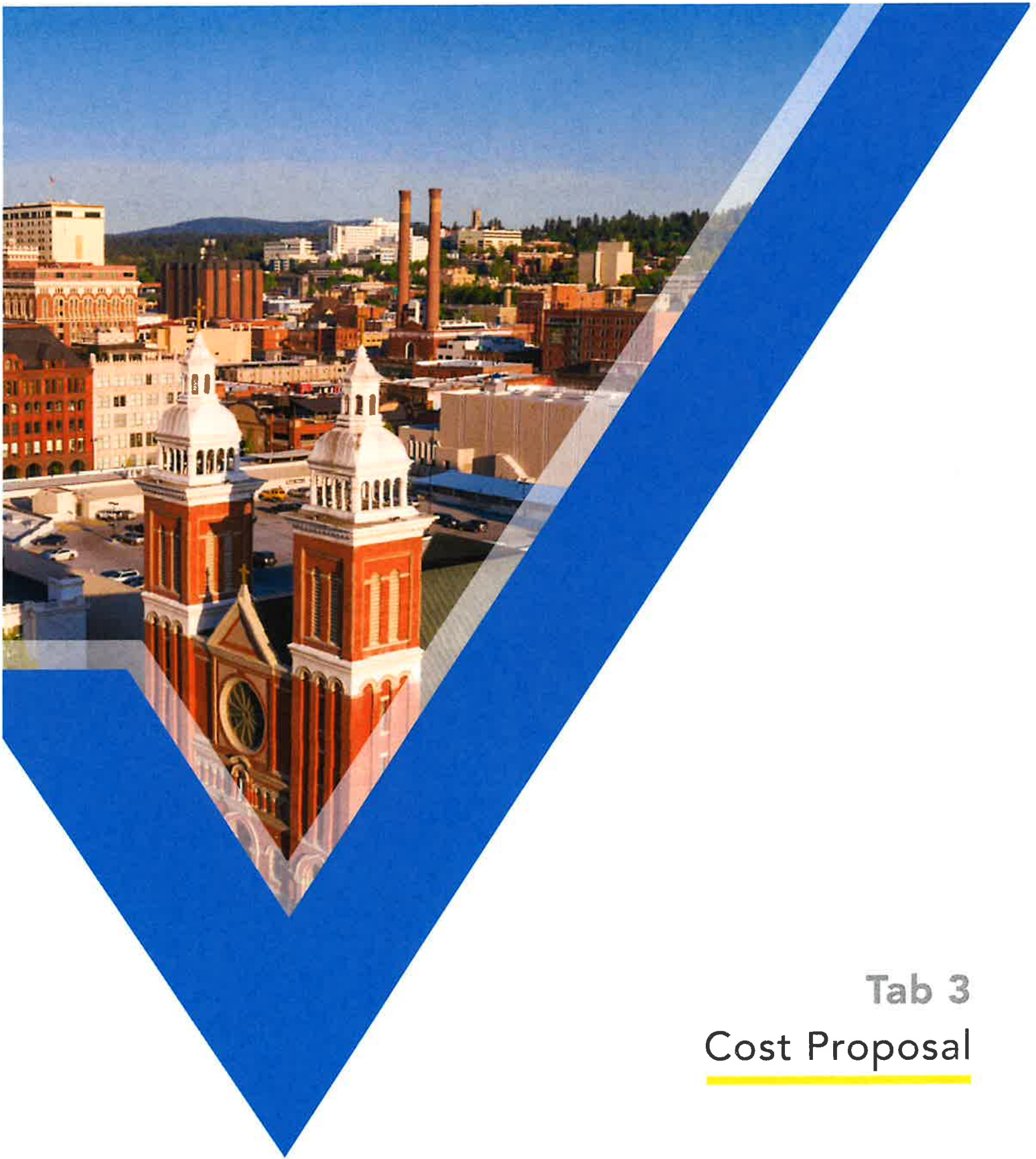
401 5th Avenue, Suite 500, Seattle, WA 98104

206.477.0357

chris.ricketts@kingcounty.gov

Contract History & Legal Information

SAFEbuilt Washington, LLC has not had any contracts terminated for default during the past five years.



Tab 3
Cost Proposal

Cost Proposal

SAFEbuilt tailors pricing to each contract. We work with our community partners to establish quality rates for our services. Prices are all-inclusive—all overhead, materials, and equipment are included in the proposed fee.

PLAN REVIEW FEES – ALL INCLUSIVE – TABLE

Personnel	Flat Fee Rate for Initial Plan Review	Flat Fee Rate for Revised Plan Review
Structural Plan Reviewer (SE, PE)	\$150 per hr.	\$150 per hr.
ICC Residential Plans Examiner	\$105 per hr.	\$105 per hr.
ICC Commercial Plans Examiner	\$125 per hr.	\$125 per hr.
ICC Fire Plans Examiner	\$150 per hr.	\$150 per hr.
ICC Mechanical Plans Examiner	\$125 per hr.	\$125 per hr.
ICC /UPC Plumbing Plans Examiner	\$125 per hr.	\$125 per hr.
ICC / NEC Electrical Plans Examiner	\$125 per hr.	\$125 per hr.

PLAN REVIEW HOURLY RATES BY TRADE DISCIPLINE – TABLE

Trade	Hourly Rate
Electrical	\$125 per hr.
Structural	\$150 per hr.
Plumbing	\$125 per hr.
Building	\$105 Residential per hr. / \$125 Commercial per hr.
Mechanical	\$125 per hr.
Energy	\$105 Residential per hr. / \$125 Commercial per hr.
Additional Services Available (add lines as desired and applicable – optional offering)	\$110 per hr. for inspection services with 1-hr. minimum

Alternative Pricing Option

SAFEbuilt offers a “Percentage of Fee” model as an alternative to the standard hourly pricing. Using a Percentage of Fee model, SAFEbuilt collects a percentage of the fee it costs to perform the service. SAFEbuilt proposes taking 60% of a fee charged for a plan review, while the City retains the other 40% of the fee. By allowing us to perform services outside of the constraints of a traditional flat-rate model, the City can see numerous benefits, including risk mitigation, flexibility in services, and mutually invested interests.

Risk Mitigation – Building Departments naturally fluctuate from high-to-low periods of activity. With a Percentage of Fee model, SAFEbuilt takes on the risk of managing these fluctuations that would normally fall to the City. The City becomes insulated from the consequences of these fluctuations, whether economic—such as the 2008 recession—or situational, such as a sudden increase or decrease in building activity.

Shared Benefits of Efficiency – Both SAFEbuilt and the City will see improvements to service speed and efficiency with a Percentage of Fee model. This Fee model incentivizes us to increase service speed while the City experiences a reduction in backlogs on permits and other services.

Flexibility – SAFEbuilt doesn't just provide bodies. We act as an extension of the community while pooling from our own resources. In case of a surge of activity, we can float resources from other jurisdictions to meet circumstantial demands.

Investment in the Community – We are naturally invested in all the communities we serve, but a Percentage of Fee model allows us to be placed on the same side of the table as the community—what's good for the City is good for us. Investments in training, technology and personnel become mutual benefits to both parties. SAFEbuilt no longer acts as just a contractor for the community; we become an integrated part of your City, invested in the welfare of the City's infrastructure, economy, and welfare.

Costs Saved – Under a Flat Rate Fee or In-House model, Building Department revenue leaves the City and goes to the contractor. With a Percentage of Fee model, the City will always retain a percentage of the costs paid for services, assuring that your costs never exceed your revenue. A Percentage of Fee model eliminates expenses from the equation, resulting in retained revenue for the City.

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Development Services Center
Contact Name & Phone	Dermott Murphy / 625-6142
Contact Email	dgmurphy@spokanecity.org
Council Sponsor(s)	CM Stratton & CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SAFEbuilt Plan Review Services Consultant Agreement
Summary (Background)	<p>The DSC requested professional on-call plan review service proposals from qualified Firms to augment the City plan review services.</p> <p>The DSC requested written responses to this Informal Request for Proposal (IRFP) for selection of on-call or as-needed technical plan review services associated with one or more proposed projects, including conformance with Federal, State and local regulations, particularly the Washington State adopted Building Codes and general compliance with City Standards, Ordinances, and Regulations. This enabled the DSC to control costs and provide a high level of professional services to all City departments and the community, while keeping the allocated time-frames for reviews on time and on track. The DSC believes the interests of the community can be best served by using a private firm for additional City building plan review services. It is expected that such a firm would be able to contract available resources in response to workflow demands.</p>
Development Services Center	
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input 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 type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
UNKNOWN	

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?

Concerning the effect of the program and monitoring :

1. When plans and supporting documents are deemed acceptable for permit issuance, all supporting documents shall be returned to City Hall for permit processing.
2. The company will provide accurate and complete plan review reports in a form acceptable to the City.
 - a. Provide data for input into permit management system.
3. The company will provide a high level of customer service to City representatives and customers alike including but not limited to:
 - a. Being readily available by phone, in person, and e-mail.
 - b. Clearly and tactfully communicating accurate and complete information regarding the findings of plan reviews and Code requirements to City representatives and customers.
 - c. The back and forth revision process and customer questions during that process will be handled by the Firm.
4. The plan reviews submitted by the company will be reviewed by the Deputy Building Official or his staff for correct building code citations and consistency throughout.

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?

By contracting with an outside company we can keep the timelines for residential reviews within the 2 week timeframes as requested by the Mayor and providing excellent customer service to the community

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

OPR 2021-0391

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

MASTER

Agenda Item Name

0370 - ABADAN REPROGRAPHICS CONTRACT AMENDMENT

Agenda Wording

Contract amendment with cost between Abadan Reprographics and the city to add \$150,000.00 to existing contract for high-speed large-format printing and binding.

Summary (Background)

Abadan Reprographics was selected via IRFP to provide high-speed copying (regular and large format) and binding services for Engineering Services. The contract increase is necessitated due to a higher volume of printing needs and projects this year compared to the prior years. Funds expended under this master contract are billed to various public works projects.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$150,000.00

VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 5/23

Division Director

FEIST, MARLENE

Council Sponsor

Beggs/Kinnear

Finance

ORLOB, KIMBERLY

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For the Mayor

ORMSBY, MICHAEL

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Purchasing

dbuller@spokanecity.org

ddaniels@spokanecity.org

Committee Agenda Sheet

PIES

May 23, 2022

Submitting Department	Engineering Services
Contact Name & Phone	Dan Buller, (509) 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Beggs/Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	High-Speed Large Format Printing and Binding Contract Amendment
Summary (Background)	<p>The engineering drawings and standard specification books to be constructed for Public Works projects are printed and bound by a high-speed large-format printing and binding vendor.</p> <ul style="list-style-type: none">• Abadan Reprographics was selected from responses to a Request for Proposals in 2021.• The duration of the existing contract is June 7, 2021, through May 31, 2023.• This proposed amendment will add \$150,000 for the term of the contract.• This increase is necessitated due to a higher volume of printing needs and projects this year compared to the prior years.• Funds expended under this master contract are billed to various public works projects.

Proposed Council Action & Date:	June 6, 2022
Fiscal Impact: Total Cost: 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? 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.	
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 – This is a work related to public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? 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.	
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 is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.	



City of Spokane

CONTRACT AMENDMENT

**Title: REPROGRAPHIC SERVICES
FOR ENGINEERING SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ABADAN REPROGRAPHICS**, whose address is 603 East Second Avenue, Spokane, Washington 99202 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 Reprographic Services to Engineering Services; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 7, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 7, 2022 and shall run through May 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

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

ABADAN REPROGRAPHICS

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

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

06/06/2022

<u>Date Rec'd</u>	5/19/2022
<u>Clerk's File #</u>	OPR 2022-0411
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C36198
<u>Project #</u>	
<u>Bid #</u>	ITB 5589-22
<u>Requisition #</u>	SBO
<u>Agenda Item Name</u>	1640-CCB ROOF REPAIR CONTRACT WITH J.R. SWIGART COMPANY, INC.

Agenda Wording

Contract with J.R. Swigart Company, Inc. for partial roof replacement at the Combined Communications Building. Contract amount will not exceed \$1,207,029.00. SBO for this contract was previously approved under ORD C36198.

Summary (Background)

The Combined Communication Building (CCB) roof has exceeded its service life and was scheduled for replacement in 2020. When evaluated in mid-summer 2020, it was determined that an A&E assessment was required prior to construction. Cortner Architectural Company completed the A&E assessment and contract bids have been received. Construction was planned for summer of 2022 but due to ongoing global supply chain issues, material will not be available until late 2022 or early 2023.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ \$1,207,029.00

Select \$

Select \$

Select \$

Budget Account

1640-35351-94000-56203-99999

#

#

#

Approvals

Dept Head SCHAEFFER, BRIAN

Division Director SCHAEFFER, BRIAN

Finance SCHMITT, KEVIN

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PSCH 4/11/2022

Council Sponsor CM Kinnear

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fireaccounting@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH

Submitting Department	Fire
Contact Name & Phone	Brian Schaeffer (509) 435-7001
Contact Email	bschaeffer@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	Contract Approval for Partial Roof Replacement at the Combined Communications Building (CCB), 1620 N. Rebecca St.
Summary (Background)	<p>The Combined Communication Building (CCB) roof has exceeded its service life and was scheduled for replacement in 2020. When evaluated in mid-summer 2020, it was determined that an A&E assessment was required prior to construction. Cortner Architectural Company completed the A&E assessment and contract bids have been received. Construction was planned for summer of 2022 but due to ongoing global supply chain issues, material will not be available until late 2022 or early 2023. This timeframe is well past the acceptable weather window for roofing - anticipate construction to commence in late spring, early summer 2023. The construction delay until 2023 has been permitted and published in the bidding addenda.</p> <p>SCOPE: Due to the nature of original construction and the requirement to upgrade insulation to current standards, a complete tear-off and re-decking is required.</p> <ul style="list-style-type: none"> ○ Partial re-roof: Due to cost, complex construction/timing challenges, and the 24/7/365 occupancy of the CCB, only the portion of the roof (Roof Area A) over the dispatch and comm/equipment areas is part of this contract. Anticipate Roof Area B to be completed within the next 2 years. ○ This project includes (2) bid alternates: Replacement of (2) end-of-life, 30-ton, Roof Top Air Conditioning Units (RTU) which provide year-round, critical cooling air to the communications and server equipment area of the building. Replacement of Damaged/Poor Condition skylights. <p>TOTAL COST: \$1,207,029. Roof tear-off and replacement - \$758,759, Replacement of skylights - \$98,607, Replacement of (2) RTU's - \$250,000, 9.0% WA State Sales Tax (WSST) – \$99,663.</p>
Proposed Council Action & Date:	Approval of Contract with low bidder, J.R. Swigart Co. Inc. of Pasco, WA for partial re-roof of the CCB not later than 5/31/2022.
Fiscal Impact: Total Cost: \$1,207,029. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source ☒ One-time ☐ Recurring

Specify funding source: REET has been identified as a possible 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?

This proposal is neutral regarding 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?

Since this proposal is for the repair of a facility, any data collection will focus on the quality of the work performed and won't involve disparities.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Reduced service calls and expenditures for roof repairs and HVAC related failures will be an indicator that the repair was effective.

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?

The low bidder was selected by following established City of Spokane Purchasing guidelines and procedures. This project is aligned with City Budget/Capital Plan for maintaining City Facilities and Utilities including Comprehensive Plan goals and/or policies: CFU1: Adequate Public Facilities and Services, CFU2: Concurrency, CFU4: Service Provision, CFU5: Environmental Concerns, CFU6: Multiple Objectives.



City of Spokane Fire Department

PUBLIC WORKS CONTRACT

**Title: COMBINED COMMUNICATIONS
PARTIAL ROOF REPLACEMENT**

This Contract is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **J.R. SWIGART CO., INC.**, whose address is P.O. Box 2753, Pasco, Washington 99302 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **COMBINED COMMUNICATIONS PARTIAL ROOF REPLACEMENT**.

2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, PW invitation to bid 5598-22, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid Section 16 'Controlling Order of Documents' shall be used to determine prevailing contract document. These contract documents are on file in the City of Spokane Fire Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall begin on June 1, 2022 and shall run through June 30, 2023. Project time of completion and working days shall be in accordance with contract documents.

4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.

5. **TERMINATION**. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. **COMPENSATION**. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE MILLION TWO HUNDRED SEVEN THOUSAND TWENTY-EIGHT AND 94/100 DOLLARS (\$1,207,028.94)**, including applicable taxes, unless

modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Fire Station No.1, Accounting Division, 44 West Riverside Avenue, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

10. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

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

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

16. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. EXECUTIVE ORDER 11246.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. 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.

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors 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 Contract, the federal law shall prevail.
25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
26. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
29. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items

produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

30. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

J.R. SWIGART CO., 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 Contract:

Payment Bond

Performance Bond

Certification Regarding Debarment

22-098

PAYMENT BOND

We, **J.R. SWIGART CO., INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION TWO HUNDRED SEVEN THOUSAND TWENTY-EIGHT AND 94/100 DOLLARS (\$1,207,028.94)**, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **COMBINED COMMUNICATIONS PARTIAL ROOF REPLACEMENT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

J.R. SWIGART CO., INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **J.R. SWIGART CO., INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION TWO HUNDRED SEVEN THOUSAND TWENTY-EIGHT AND 94/100 DOLLARS (\$1,207,028.94)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **COMBINED COMMUNICATIONS PARTIAL ROOF REPLACEMENT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

J.R. SWIGART CO., INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

Bid Response Summary

Bid Number PW ITB 5589-22
Bid Title Combined Communications Partial Roof Replacement
Due Date Monday, March 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company kirk@jrswigart.com
Submitted By kirk@jrswigart.com kirk@jrswigart.com - Monday, March 21, 2022 12:58:27 PM [(UTC-08:00) Pacific Time (US & Canada)]
Comments kirk@jrswigart.com

Question Responses

Group	Reference Number	Question	Response
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the project requirements.	Acknowledged and Agreed
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	Acknowledged and Agreed
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	Acknowledged and Agreed
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	Acknowledged and Agreed
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	Acknowledged and Agreed
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.	Acknowledged and Agreed
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	Acknowledged and Agreed
	CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	Acknowledged and Agreed
	COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed. Contractor to assume 9-months of pre-construction activities with 3-months of construction activities. Contract time: 365 calendar days	Acknowledged and Agreed

CONTRACTOR CONTACT INFORMATION	Indicate the appropriate point of contact (including phone number and email) regarding this bid and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Kirk Koskiniemi, (509) 547-4851, kirk@jrswigart.com
PUBLIC WORKS REQUIREMENTS		
1	The work under this contract constitutes a public work under state law.	Acknowledged and Agreed
2	Payment/performance bonds will be required.	Acknowledged and Agreed
3	Statutory retainage will be required.	Acknowledged and Agreed
4	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged and Agreed
5	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, March 21, 2022.	Acknowledged and Agreed
6	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged and Agreed
7	The Contractor and any subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	Acknowledged and Agreed
8	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	Acknowledged and Agreed
9	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Acknowledged and Agreed
GENERAL CONDITIONS		
1	By submitting a bid, Contractor acknowledges that they have read and understand the General Conditions Document in the 'Documents' tab.	Acknowledged and Agreed

TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	Acknowledged and Agreed
Scope of Work	The Contractor has reviewed and understands the document entitled "PW ITB 5589-22 CCB Partial Roof Replacement Bid Document" as well as the Specs and Drawings in the 'Documents' tab.	Acknowledged and Agreed
Scope of Work	Contractor will need to coordinate with HVAC Subcontractor for the moving of the HVAC plumbing/electrical as well as the potential installation of two new roof top units in conjunction with the roof replacement.	I acknowledge and I agree
Scope of Work	Work shall be completed, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	Acknowledged and Agreed
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	Acknowledged and Agreed
Professionalism	Successful Contractor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	Acknowledged and Agreed
BID		
1	Please download the 'Bid Proposal' Pages 7-9 of the PWITB #5589-22 CCB Partial Re-Roof Bid Document in the 'Documents' tab, complete, and upload the completed document here.	Combined Communications Building Bid Proposal.pdf
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form Page 13 of the PW ITB #5589-22 CCB Partial Re-Roof Bid Document in the 'Documents' tab).	SKM_C75922032110430.pdf
3	Please indicate if subcontractors will be used to complete this project.	Yes

		Replace two (2)				
		30 Ton Roof Top				
2		Units per Bid	Option	Each	1.00	\$250,000.00
		Proposal Page				
		Uploaded				
Total Base Bid		\$758,759.00				

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #5589-22 CITY OF SPOKANE Combined Communications Building Partial Re-Roof

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 758,759.00
(do not include Washington State Sales Tax)

BID ALTERNATES

(1) Install Fiberglass Sandwich Panel Skylights \$ 98,607.00
Do not include Washington State Sales Tax

(2) Replace two (2) 30 Ton Roof Top Units \$ 250,000.00
Do not include Washington State Sales Tax

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1, 2, 3, and and agrees that their requirements have been included in this bid proposal. *Notice*

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by within 150 calendar days or no later than September 30, 2022.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ONE HUNDRED DOLLARS (\$100.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. JRSWIC1055KN
(must be in effect at time of bid submittal)

U.B.I. Number 601 628 401

Washington Employment Security Department Number 837929-00-3

Washington Excise Tax Registration Number 91-1683805

City of Spokane Business License Number 601 628 401
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: JR Swigart Co Inc

Kirk Koskineemi
Signature of Bidder's Authorized Representative

President
Title

PO Box 2753, Pasco, WA 99302
Address

(509) 547-4851
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

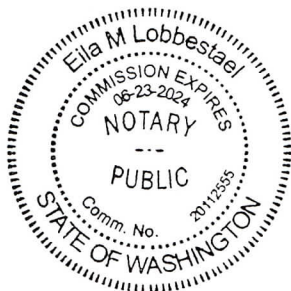
My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 3/21/22
date

(Seal Or Stamp)



Eila M Lobbstaal
Signature of Notary Public

My appointment expires 6/23/24

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 5589-22 Combined Communications Partial Roof Replacement

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): Copper Mechanical

Work to be performed:

Mechanical work to be done with the HVAC Units on the roof.

Raise and/or replace mechanical units.

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)) _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary)*:

NAME OF MBE/WBE*	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
------------------	--

WA. STATE CERTIFICATION NO.

N/A

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
--	----------	-----------	----------

WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
---	----------	-----------	----------

COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____
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*Designate MBE or WBE

Mr./ Mrs./ Ms. _____ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

We, J.R. Swigart Company, Inc. as Principal,
and The Cincinnati Insurance Company as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the

Combined Communications Partial Roof Replacement

according to the terms of the bid made by the Principal; and the Principal shall, within the
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on March 21, 2022

AS PRINCIPAL

J.R. Swigart Company, Inc

By: Kirk Koskinen

Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

The Cincinnati Insurance Company

AS SURETY

By: Yesica Perez Attorney in Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Yesica Perez, April Morgan, Cheryl Moore, Michael Button,

of Richland, WA

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

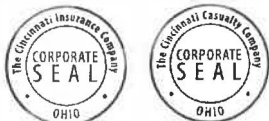
Twenty Five Million Dollars and 00/100 (\$25,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

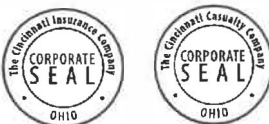
On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 21st day of March, 2022



Ed H

THIS PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM.

BID BOND

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SIGNED AND SEALED on March 21, 2022

AS PRINCIPAL

J.R. Swigart Company, Inc

By: Kirk Koskinen

Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

The Cincinnati Insurance Company

AS SURETY

By: Yesica Perez Attorney in Fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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Yesica Perez, April Morgan, Cheryl Moore, Michael Button,

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their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

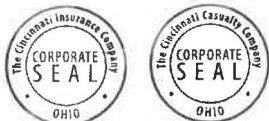
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RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

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STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

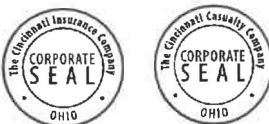


Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
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Given under my hand and seal of said Companies at Fairfield, Ohio, this 21st day of March, 2022



Ed H

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 5589-22 Combined Communications Partial Roof Replacement

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): Copper Mechanical

Work to be performed:

Mechanical work to be done with the HVAC Units on the roof.

Raise and/or replace mechanical units.

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work)) _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed:



< Business Lookup

License Information:

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

Entity name: J. R. SWIGART COMPANY, INC.

Business name: J. R. SWIGART COMPANY, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-628-401

Business ID: 001

Location ID: 0002

Location: Active

Location address: 1203 S GREY AVE
PASCO WA 99301-5750

Mailing address: PO BOX 2753
PASCO WA 99302-2753



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Filter

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Battle Ground General Business - Non-Resident				Active	May-31-2022	Jun-15-2020
Bremerton General Business - Non-Resident	35253			Active	Feb-28-2023	Feb-24-2022
Kelso General Business - Non-Resident	A041137			Active	May-31-2023	Feb-11-2021
Kennewick General Business - Non-Resident	96024			Active	May-31-2022	May-08-2015
Longview General Business - Non-Resident	382057			Active	May-31-2022	May-26-2021
Pasco General Business	7229			Active	May-31-2022	Feb-10-2005
Shelton General Business - Non-Resident	0075900			Active	Jun-30-2022	Jul-12-2021



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	May-31-2022	Aug-12-2020
Sunnyside General Business - Non-Resident				Active	May-31-2023	Mar-08-2021
Toppenish General Business - Non-Resident				Active	May-31-2022	May-11-2021
Vancouver General Business - Non-Resident				Active	May-31-2023	Mar-18-2021
Walla Walla General Business - Non-Resident				Active	Oct-31-2022	Oct-08-2021
Wenatchee General Business - Non-Resident				Active	Mar-31-2023	Mar-16-2022

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

Governing people	Title
IBEX ROOF, LLC	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names**Status****First issued**

J.R. SWIGART CO., INC.

Active

Nov-02-2009

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
4/14/2022 9:04:31 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



JRSWIGA-01

CMOORE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2022

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 Richland Office PayneWest Insurance, a Marsh McLennan Agency LLC Company 390 Bradley Blvd. Richland, WA 99352	CONTACT NAME: Cheryl Moore PHONE (A/C, No, Ext): (509) 946-2635 FAX (A/C, No): E-MAIL ADDRESS: cmoore@paynewest.com																					
INSURED J.R. Swigart Co. Inc PO Box 2753 Pasco, WA 99302	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Associated Industries Insurance Company</td><td>23140</td></tr><tr><td>INSURER B :</td><td>Cincinnati Casualty Company</td><td>28665</td></tr><tr><td>INSURER C :</td><td>Burlington Insurance Company</td><td>23620</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Associated Industries Insurance Company	23140	INSURER B :	Cincinnati Casualty Company	28665	INSURER C :	Burlington Insurance Company	23620	INSURER D :			INSURER E :			INSURER F :		
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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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		AES1217659-01	5/12/2022	5/12/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							WA STOP GAP	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0079496	5/12/2022	5/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			540-BE-01828-01	5/12/2022	5/12/2023	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Rent/Leased Equip			ENP 0079496	5/12/2022	5/12/2023	Policy Limit	150,000

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

RE: Spokane Fire Department Combined Communications Partial Roof Replacement. City of Spokane Fire Department is included as an Additional Insured per attached forms CG2033, AESGL209, NXGL009 which includes completed operations and primary and non-contributory coverage.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE Fire Department 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
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WHEN REQUIRED IN WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who is an Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

However, the insurance provided to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for the additional insured, and such insurance is further limited as follows:

1. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of "your work" or "your product" which is imputed to the additional insured.
2. In the event that the Limits of Insurance provided by this policy exceed the amount of insurance required by the applicable written contract or written agreement, then the most we will pay is limited to the amount required by such written contract or written agreement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by the applicable written contract or written agreement, but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product."
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph **4.** of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

Subject to an Overall Policy Aggregate Limit: \$5,000,000

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

A. Paragraphs **2.** and **3.** of **SECTION III – LIMITS OF INSURANCE** are replaced by the following:

- 2.** The Overall Policy Aggregate Limit is the most we will pay for the sum of
 - a.** Medical expenses under Coverage **C**;
 - b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c.** Damages under Coverage **B**.
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.

B. The following is added to **SECTION III – LIMITS OF INSURANCE**:

- 8.** Subject to Paragraph **2.** and **3.** above, the General Aggregate Limit is the most we will pay under for the sum Coverage **A**, Coverage **B**, or Coverage **C** to each of your projects away from premises owned by or rented to you.

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

06/06/2022

<u>Date Rec'd</u>	5/25/2022
<u>Clerk's File #</u>	OPR 2020-0359
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	PW ITB #5239-20
<u>Requisition #</u>	MASTER CONTRACT

<u>Submitting Dept</u>	GRANTS, CONTRACTS & PURCHASING
<u>Contact Name/Phone</u>	THEA PRINCE X6403
<u>Contact E-Mail</u>	TPRINCE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5500 - RENEWAL OF ON-CALL ARBORIST MASTER CONTRACT

Agenda Wording

Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.

Summary (Background)

In February 2020 an Public Works Invitation to Bid was issued for On-Call Arborist Services. F.A. Bartlett Tree Experts Company was the lowest responsive responsible bidder. The contract was awarded for a two-year period with two (2) one-year optional available renewals. This is the first renewal.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Expense \$ 250,000.00	# VARIOUS	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MURRAY, MICHELLE	<u>Study Session\Other</u> PIES 5/23/22
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	tprince@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Committee Agenda Sheet

PUBLIC INFRASTRUCTURE & SUSTAINABILITY

Submitting Department	Purchasing
Contact Name & Phone	Thea Prince 625-6403
Contact Email	tprince@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	Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services
Summary (Background)	<p>Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.</p> <p>In February 2020 an Public Works Invitation to Bid was issued for On-Call Arborist Services. F.A. Bartlett Tree Experts Company was the lowest responsive responsible bidder. The contract was awarded for a two-year period with two (2) one-year optional available renewals. This is the first renewal.</p>
Proposed Council Action & Date:	Approve Contract Renewal May 23, 2022 Committee - June 30, 2022 – Council Briefing
Fiscal Impact: Estimated \$250,000 annually Total Cost: 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? 	
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?



City of Spokane

**MASTER CONTRACT RENEWAL
1 of 2**

Title: ARBORIST ON ALL SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **F.A. BARTLETT TREE EXPERT COMPANY**, whose address is 11120 East Empire Way, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the Contractor agreed to provide Arborist On Call Services to the City, and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the first of those renewals; and

WHEREAS, this Renewal hereby incorporates the additional terms provided for in the April 6, 2021 Amendment for instances of work related to storm or other emergency events in which FEMA or other federal funding may be used.

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated April 15, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on May 1, 2022 and shall run through April 30, 2023.

3. COMPENSATION.

The City shall pay an additional annual amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. 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.

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.

F.A. BARTLETT TREE EXPERT COMPANY

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:

Certification Regarding Debarment

22-093

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

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

06/06/2022

<u>Date Rec'd</u>	5/24/2022
<u>Clerk's File #</u>	OPR 2022-0412
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 5435-21
<u>Requisition #</u>	MASTER

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 VOLT - TECHNICAL SERVICES FOR PMO, CHHS & ITSD PROJECTS

Agenda Wording

Contract with Volt Management Corp. for technical services in support of PMO, CHHS and ITSD projects. Requesting \$350,000 per year, not including tax. Term is May 1, 2022 - April 30, 2024.

Summary (Background)

The PMO, CHHS and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. The 2022 annual contract amount is \$350,000.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Expense \$ 350,000.00	# Various Accounts	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u> 5/23/22 PIES Committee
<u>Division Director</u>	FINCH, ERIC	<u>Council Sponsor</u> CM Michael Cathcart
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - ddaniels@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokanecity.org
		Tax & Licenses
		Beau Burnett - BBurnett@volt.com

Committee Agenda Sheet

PIES Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5/23/2022
Agenda Item Name	Contract for Technical Services for PMO, CHHS and ITSD Projects
Summary (Background)	The PMO, CHHS and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt Management, was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Term is May 1, 2022 – April 30, 2024.
Proposed Council Action & Date:	Pass Council on June 6 th , 2022
Fiscal Impact: Total Cost: \$350,000 per year 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 checked="" type="checkbox"/> Recurring Specify funding source: Various 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?	
Not applicable – annual software maintenance	
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 – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in support of PMO, CHHS and ITSD projects.	



City of Spokane

MASTER CONTRACT

Title: **TECHNICAL RESOURCES**

THIS MASTER CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **VOLT MANAGEMENT, CORP.**, whose address is 2401 N. Glassell St., Orange, California 92865, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Technical Resources for the Project Management Office, CHHS, and Innovation and Technology Services Division in accordance with RFP 5435-21, and Company's Response to RFP, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin May 1, 2022, and run through April 30, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed three (3) additional one (1) year contract periods.
3. **COMPENSATION**. Total annual compensation for Company's services under this Agreement shall not exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**, plus any applicable tax for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh 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 Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS**. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) 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.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- 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 sixty (60) 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 sixty (60) 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.

11. 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.

12. 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.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors 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 Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is

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

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

VOLT 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 – Company's Response to RFP

22-052

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

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

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

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

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

EXHIBIT B



CITY OF SPOKANE

Volt's Proposal Response to RFP 5435-21

May 17, 2021

FOR MORE INFORMATION, PLEASE CONTACT:



Jakob Pakenbush
Senior Business Development Manager
JPackebush@Volt.com
(509) 954-2229

Volt Workforce Solutions, a division of Volt Management Corp.

This proposal includes data that shall not be disclosed outside of City of Spokane and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to the offeror as a result of, or in connection with, the submission of this data, City of Spokane shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit City of Spokane's right to use the information contained in this document if it is obtained from another source without restriction. All data contained herein is subject to this restriction. Please note that all offerings contained in this proposal are valid for sixty (60) days after the date of submission.

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ATTACHMENTS

Sample Resumes.	Attachments A01-A19
Job Descriptions.....	Attachment B

Volt's Letter of Submittal

May 17th 2021

Volt Workforce Solutions
2401 N. Glassell Street, Orange, CA 92865
w 509-818-3934 | c 509-954-2229
JPackebush@Volt.com

Connie Wahl,
City of Spokane Purchasing Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3316

A. The Legal entity with which the contract will be written is:

Volt Management Corp.
2401 N. Glassell St.
Orange, CA 92865
Tel. 714.921.8800

Authorized representative:

Beau Burnett
(714) 921-5597
BBurnett@volt.com

Volt's contact:

Jakob Pakebush
W (509) 818-3934
C (509) 954-2229
JPackebush@Volt.com

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

Volt Workforce Solutions, a division of Volt Management Corp., is the largest business unit of Volt Information Sciences, Inc. a publicly owned company whose shares are traded on the New York Stock Exchange (NYSE) American as VOLT.

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

Volt and the City of Spokane

Volt currently has temporary associates on assignment at the City of Spokane, WA. During the 12 months prior to the date of this submission (05.17.2021), none of Volt's governing board or management have worked for the City of Spokane.

Volt's Executive Leadership

Linda Perneau, *President and Chief Executive Officer*

Herb Mueller, *Senior Vice President and Chief Financial Officer*

Nancy Avedissian, *Senior Vice President, Chief Legal Officer and Corporate Secretary*

Lori Schultz, *Chief Global Solutions Officer*

Chris Kelly, *Senior Vice President, Strategic Solutions*

Lauren Griffin, *Senior Vice President, Specialty Solutions Group*

Lenny Naujokas, *Chief Accounting Officer and Controller*

Signature of Authorized Representative,



William (Beau) Burnett,
Vice President, VWS and Chief Contracts Officer
BBurnett@volt.com
Volt Workforce Solutions
2401 N. Glassell,
Orange, CA 92865

Following is Volt’s Proposal Response to the City of Spokane’s RFP for Technical Resources for the Innovation and Technology Services Division and PMO Office (RFP 5435-21)

Technical Proposal

A) Provide a brief general description of how your Firm accomplishes the service of planning and providing project employees to best meet customer needs on projects.

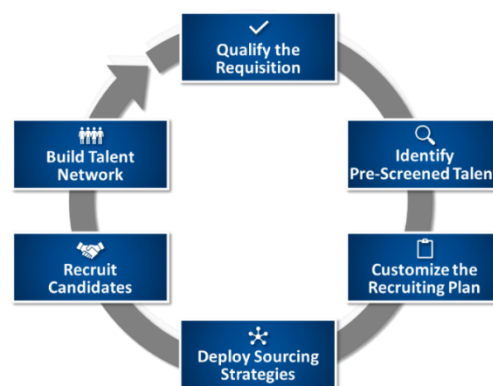
Volt will work with the City of Spokane to establish customized recruiting processes and strategies developed around both the hard and soft skill requirements of each assignment to be filled. We do not utilize benched resources, but rather qualify each individual need, understanding the technical and soft skill requirements, then use our world class recruiting team and methodologies to find the talent you need—aligned to your project needs.

Matching the right person to the right position with the right company requires detailed knowledge of industry trends, client business objectives, and the precise skills that define best-in-field talent. Recognized experts in their communities who actively participate in social networks, Volt’s recruiters have such knowledge. Our recruiters put themselves in the jobseeker’s shoes and discuss skill requirements, industry trends, and common experiences.

Each recruiter remains attuned to emerging trends that may impact demand for specific skills and focuses on interacting with individuals who continually demonstrate expertise in these areas. Such an approach increases the recruiter’s likelihood of identifying active and passive candidates well suited for a position, engaging their strengths, and piquing their interests.

Sourcing and Recruiting Methodology

Our recruiting process is built on a proven, repeatable framework with the flexibility to design unique recruiting plans for each client. Volt’s recruiters dedicated to sourcing for our client’s required skill sets and local market(s) leverage their specialized expertise and partner with



clients to create customized recruiting plans that allow us to rapidly and reliably deliver the best-fit, qualified candidates for open requisitions.

Sourcing Channels

Volt's recruiting plans focus on the sources that are most applicable to each client and their specific positions. These multi-faceted plans incorporate online and community-based recruiting resources and include ideas for targeted campaigns.

Traditional Sourcing	Web-Based Networking	Targeted Recruiting
<ul style="list-style-type: none"> Referrals Job fairs Open houses Print advertising Colleges and schools 	<ul style="list-style-type: none"> jobs.volt.com Career sites/job boards Community boards Blogs and user groups Social networking Digital ads 	<ul style="list-style-type: none"> Volt's military program Strategic search Hiring sessions Skill-specific Networking Campaigns

Technology-driven Recruiting Network

Our Jobs Get Noticed!

Volt's commitment to technology is evident through partnerships with industry-leading technology platforms which streamline the recruiting and onboarding process and ensure a premium candidate experience.

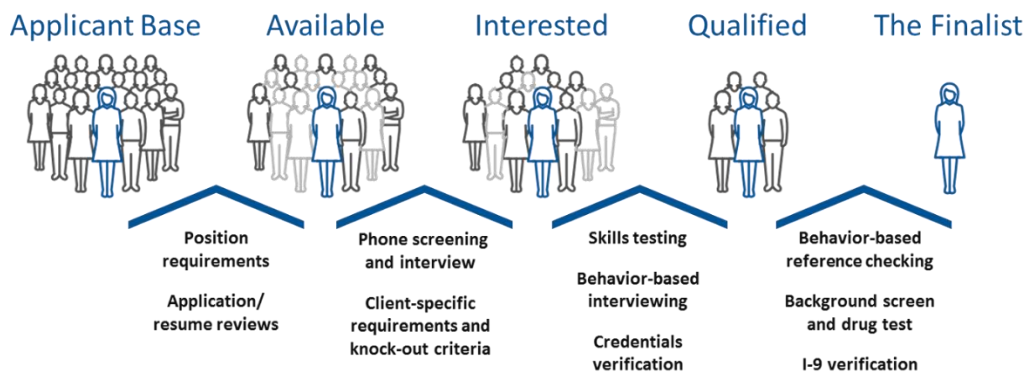


Screening, Interviewing, and Verifying

Every candidate we present to a client meets the criteria of the position to be filled and is a good cultural match. Volt achieves this by having each candidate undergo our stringent screening and interviewing processes to ensure they are a good fit for the company.

Volt works closely with clients to assess each position and thoroughly understand the skill sets and experience needed to conduct laser-focused searches that produce candidates with the requisite skill sets. Recruiters advise candidates of the client's company culture

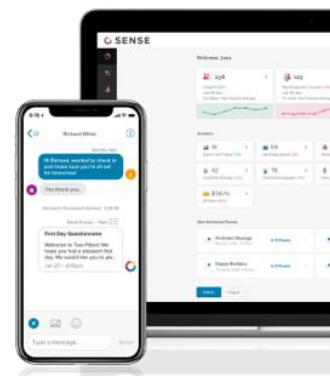
and philosophy and conduct in-depth interviews that help the recruiter ascertain whether the candidates are a good match. These measures ensure the placements of candidates who will remain with the client long-term, mitigating turnover.



Proven screening and selection methods ensure that Volt's clients receive well-rounded employees who possess the vital skills crucial to specific job duties. Each client's industry, work environment and company culture shape the screening, testing and interviewing procedures that we create for each account. This consultative methodology ensures that we continually meet the expectations and requirements unique to each client. The core of our streamlined screening practices represents more than six decades of best practices and intense scrutiny, using Six Sigma tools, to ensure efficiency at every stage.

Recruiting Innovation

Volt continues to embrace and deploy emerging technologies that create value for our clients, enabling them to adapt with speed and agility to global market forces. We continually evaluate our recruiting strategies to keep pace with the latest labor market trends and challenges. Our leaders drive our strategic and innovative use of various technologies to ensure we quickly connect the right candidates with our clients. Included among our recent technology innovations is the integration of chat capabilities into our sourcing and screening process, an innovation that significantly increases candidate engagement.



As part of this drive to innovate, we have recently implemented the use of **Sense technology** that allows Volt to interact and engage with candidates during every step of the recruiting and onboarding process.

Volt utilizes **Sense's Chatbot** (known as "Reva") functionality to screen new web responses for specific skills using texting conversations within 60 minutes of a candidate applying. All questions and candidate responses are saved the candidate's record in our applicant tracking system (ATS). This assists our recruiters in quickly narrowing down the pool of qualified candidates, resulting in increased fulfillment rates and decreased time to fill. Additionally, Reva improves the candidate experience by responding to everyone who applied for a position in a timely manner.

We use targeted personalized messages after every stage of the hiring process to communicate directly with our candidates. By doing so we turn passive candidates into active employees and provide them a better relationship with their employer. This relationship will keep employees engaged during the five phases of their employment: Candidacy, Pre-Deployment, Onboarding, On-Assignment, and Redeployment. Sense also provides Volt a means by which to engage candidates in a way that is comfortable to them—through their mobile devices. This method of communication, texting and easy to use mobile access, allows candidates the opportunity to give feedback and feel connected every step of the way. Sense allows us to keep in regular contact with our candidates, once hired, to gauge their experience on:

- Day 1
- Day 7
- Day 14
- Day 30
- Every 30 days thereafter

By utilizing texting and mobile access, we give our candidates the opportunity to provide feedback and feel connected every step of the way. Volt uses Sense technology to help us keep our candidates actively engaged, fostering retention, and maintaining candidate care at the core of our business.

Able

Volt uses Able, a state-of-the-art onboarding automation platform that is fully integrated with our ATS, to deliver a 100% mobile-enabled experience to our candidates, including delivering documents for signature from any device while maintaining compliance.

Able demonstrates our commitment to providing expert workforce solutions, speeding up the hiring and onboarding process while maintaining an unparalleled experience for our candidates and clients.

The benefits of Able include:

- Driving candidate quality
- Auditability
- Allowing recruiters to focus on enhancing the candidate experience
- Reducing time-to-fill

Employee Relations Program

In today's tight labor market, managing the candidate experience is crucial to successfully identifying and retaining top talent. Starting with the initial conversation, through the interview process, offer, onboarding and continuing throughout the assignment, Volt ensures continuous communication with our candidates and employees. We understand that well-cared for and satisfied employees result in higher productivity and lower turnover rates.

We take the time to understand our candidates' work preference and align them with the right assignment. We offer guidance and preparation during the interview process, provide a realistic job preview which allows for a clear understanding of the client's environment, and respond quickly with feedback. Once the candidate is selected, we maintain clear communication during onboarding and greet the candidate on their first day of assignment. Volt strives to connect with every employee on assignment at least once a month, preferably in person, or by phone or email depending on the field employee's job. We interact with each Volt employee throughout the duration of their assignment, building a foundation of positive interactions and support between Volt and our employees.

Volt's Project Team for the City of Spokane

The internal team that will support your needs includes:

- | | |
|--------------------------------|----------------------------|
| ▪ Jakob Packebush | <i>Business Manger</i> |
| ▪ Allisen Moser | <i>Lead Recruiter</i> |
| ▪ Taylor Carr | <i>Recruiter</i> |
| ▪ Aimee Zehrung | <i>Recruiter</i> |
| ▪ Lauryn Giem | <i>Program Manager</i> |
| ▪ Emily Jannings-Thomas | <i>Program Coordinator</i> |

Depending on your volume requirements or specialty needs, our team has access to Volt's Recruitment Delivery Centers and the possibility of escalating our reach via Volt's network of local branches across the West Coast, our approved suppliers, and our remote recruiting resources.

B) Describe process for City to request project employees for specific projects and general response time for Firm to provide plan and employee resources to best support the City's needs. Describe how Firm will respond proactively to issues and project scope changes. Include any required involvement by City staff.

Requisition Process

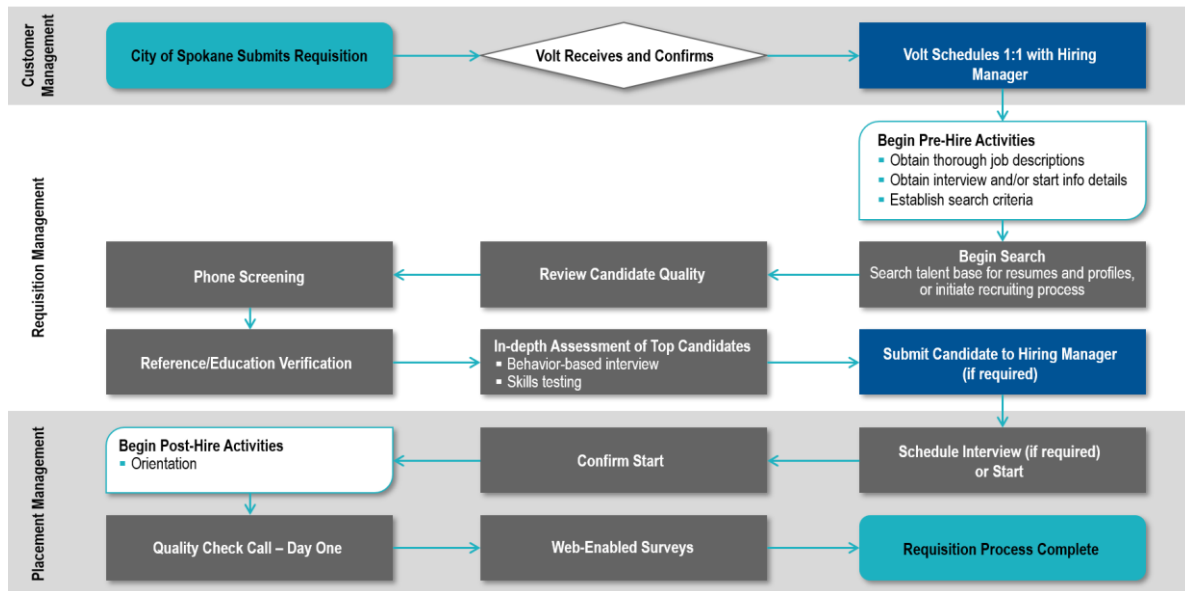
The process by which the City of Spokane will request project employees needs to be straight forward and simple. We suggest a two-step approach:

1. Fill out a Requisition Request (this will be a Word document template we will provide) that supplies the basic information: City of Spokane contact, job title, estimated length of the project, skills & experience needed, timeline for start date, potential for project extension or conversion to city employee, remote vs. onsite, work hours, on call expectations, etc. This requisition should take no longer than five minutes to complete.
2. 20-minute discussion between your Volt recruiter and the hiring manager to dive deeper into the role. This will give us the opportunity to learn more about the project, the team, the goals for the first 30/60/90 days, technical skill assessments, interview process, soft skills, etc.

Our local Volt team can guide you through this process and we make it very easy to request project help. By getting it right up front, we avoid having to spend cycles with your employees and let them focus on their jobs, while we work behind the scenes to find the right candidates for you to choose from.

Below is a more detailed look at the process, which we will customize as necessary for the City of Spokane.

Requisition Management Process



Our requisition process is tailored to meet our client requirements and incorporates, at minimum, the following steps:

- Receive requisition
- Review the City of Spokane’s requirements
- Contact hiring manager for clarification of requirements or additional information, if necessary
- Initiate candidate search in our talent database to match requisition with readily available talent
- If a match is not found in the internal talent base, engage other recruiting resources:
 - Recruiting Technology: jobs.volt.com, social networking, career sites, specialty boards
 - Community: job advisory boards, colleges and schools, job fairs, open-house events, hiring sessions
 - Targeted Campaigns: redeployment, email blasts, advertisements, recruitment branding, text and phone message broadcasts
- Source through other local resources, including associate vendors, as necessary
- Conduct initial screening:
 - Resume review
 - Initial phone screening
 - Skills testing
- Identify best match to client requirements and company culture
- Conduct candidate screening:

- Behavior-based interviewing
 - Behavior-based reference checking
- Submit candidate information for client review, if required
- Schedule interview(s) as required by client or hiring manager
- Offer assignment to selected candidate
- Candidate accepts assignment
- Conduct employee screening:
 - Verification of qualifications
 - I-9 verification
- Employee completes onboarding process
- Employee assigned
- Requisition complete

The City of Spokane will benefit from our consultative approach to thoroughly understand your position, skills, and business culture requirements. This in-depth profile of the “ideal candidate” will allow us to proactively source the best talent and the most qualified employees to meet the requirements of the Scope of Services.

Time to Fill

For all roles listed in this RFP, Volt’s average time to present screened, qualified candidates is 1-5 business days. We have 25+ years of experience in this market recruiting Information Technology and Project Management roles and are well equipped with a large network and a strong, talented local team.

Typical timeline from request to someone starting is normally 3-5 weeks, which includes recruitment time, interviews, onboarding, etc.

Proactive Response to Problem Resolution

The City of Spokane can be confident in the services Volt provides, knowing that we will work with the City of Spokane to ensure any problems with a candidate we provide are immediately addressed.

We are local, with a team of 8 that takes pride in being actively involved with all of our field employees throughout their assignments. We have a very structured Employee Relations programs set up to stay connected with our people, identifying issues or roadblocks before they become issues for our clients.

When Volt is informed of a problem, a service alert is initiated to rapidly escalate the issue, if necessary. For minor problems, local staff will work with the City of Spokane to rectify the situation. For more serious matters, Volt’s executive leadership will become involved in the resolution process, and all service alerts will be shared with account

managers to ensure that all issues are tracked, and solutions are monitored. Additional steps could include:

- Counsel the employee
- Retrain the employee, if necessary
- Replace the employee, if requested

Any performance issue and resulting action taken are noted in the employee's file, and local management will follow up with the client to ensure that the solution is satisfactory.

Volt employs a wide range of tools and procedures to track our employees' performance providing several venues to monitor our employees while on assignment and reinforce our role as the employer of record. These methods are tailored to our clients' requirements and specific work environment and could include in-person evaluations, phone calls and written and electronic surveys.

If the City of Spokane believes that it would be in your best interest for a contingent employee to be replaced, Volt will remove the employee immediately and begin the replacement process. For IT, engineering, technical, professional positions, if Volt is notified of unsatisfactory performance within 16 hours, you will not be invoiced for that employee's time.

C) Provide a list of existing job descriptions for various services outlined in section 2 "Scope of Services".

We provide a list of appropriate job descriptions as Attachment B). These descriptions have been compiled from past client engagements and represent our prior experience with recruiting for such positions—as such, they are general and require refinement with the input of the City of Spokane's hiring managers to qualify each opportunity according to its own unique engagement. Please treat these descriptions as confidential and proprietary,

The following Job Descriptions are included:

- | | |
|--------------------------|-------------------------|
| ▪ Business Analyst | ▪ Data Analyst |
| ▪ Database Administrator | ▪ GIS Analyst |
| ▪ IT Support Specialist | ▪ Network Administrator |
| ▪ Project Assistance | ▪ Project Manager |
| ▪ Software Developer | ▪ System Administrator |

D) Include a copy of your Firm's "Non-Compete Agreement" that would come into play should the City want to hire a Firm resource into a full time City position. In addition, please provide all Firm policy information that speaks to the process and costs associated with converting a Firm resource to a City full time position.

Volt's Non-Solicitation Policy

As an organization committed to ethical practices and upholding the standards of the American Staffing Association (ASA) to which we belong, Volt never recruits from our existing customers. Additionally, we honor existing relationships that contingent employees have with their employers in the IT/technical/engineering disciplines.

Volt's standard master services agreement states that neither our client nor a third party may solicit or employ any Volt employee for a period of ninety (90) days following completion of the employee's assignment, except for normal conversion.

Conversion to the City of Spokane's Payroll

Except as provided for in the below Conversion Fee schedule, The City of Spokane agrees that it will neither solicit Field Employees for direct employment at/with the City of Spokane nor directly employ any Field Employee for a period of one-hundred and eighty (90) days following termination of the Field Employee's assignment by Volt with the City of Spokane.

We welcome the conversion of Volt contractors to City of Spokane full time employees. For any Volt employees the City of Spokane wishes to convert to its payroll, the below conversion fee schedule will apply.

CITY OF SPOKANE CONVERSION FEE SCHEDULE	
Field Employee Hours on Assignment	Fee as a Percentage of Annual Salary
1 – 160 hours	20%
161 – 320 hours	17%
321 – 480 hours	15%
481 – 640 hours	12%
641 – 800 hours	7%
801 – 1040 hours	5%
1041+ hours	No Fee

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. 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.

Volt's Experience

We have been an active partner with the City of Spokane since 2018 and currently have two consultants working with you who have proven very successful.

Volt has had an office in Spokane since 1994 and our recruiters are deeply ingrained in the local Spokane Information Technology space.

- 20+ years in E. Washington market
- 300+ Information Technology consultants placed in the past 4 years
- Actively working with 30+ clients across multiple vertical markets – banking, utilities, technology, government, manufacturing, healthcare, and non-profits
- Five-time Supplier of the Year award from a local client (we will gladly provide references, upon request)

In the Spokane area we currently have 29 active clients and 228 consultants on assignment.

To provide a better idea of how well aligned we are to respond to the City's needs, as communicated in the Scope of Services section, we offer a current snapshot of our Volt consultants currently working in the Spokane region and how they line up to the roles you identified in Section 2, Scope of Services:

Job Title / Service	Volt Consultants currently on assignment
Project Manager	37
Project Assistance	34
Business Analyst	6
Software Developer	21
Network Administrator/Engineer	19
Database Administrator	2
Data Analyst	3
GIS Analyst	8

Systems Administrator/Engineer	11
IT Support Specialist	35

As noted above, for your consideration, we have provided sample resumes as Attachments A01-A19. We are pleased to present the candidates below in response to this RFP, with the understanding that we would also want to know more about the exact project needs in order to perform a targeted search to identify the best resource options for the City of Spokane. Following are the candidates whose resumes we have provided for you.

Project Manager Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Brianna Buchman	10	10+ yrs. managing large scale, enterprise projects from initiation through closing. PMP certified.
Vicki Stewart	30	30+ yrs. managing large scale, enterprise projects from initiation through closing. PMP and CSM certified.

Project Assistance Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Simone Vernego	7	7 years of professional experience, 4 specifically supporting projects in a variety of ways.
Cole Tanner	7	7+ years in Project Coordinator role, assisting PM's or running small projects. BA in International Business

Business Analyst Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Carlos Barbour	6	6 years of direct experience with large organizations, BA degree
Nina Ozaki	10+	10+ years of direct experience, government experience, BA degree, Scrum certified

Software Developer Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Derek Drysdale	11	10+ years of relevant experience as a full stack developer, BA degree
Tyler Latimer	3	3+ years of experience, BA degree and very skilled in front-end technologies

Network Administrator Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
David Parkins	8+	8+ years of relevant experience, 5 of them in large, enterprise environments, CCNA certification
Matthew Collinson	20	20 years' experience, predominantly in enterprise environments, BAS degree

Database Administrator Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Launa Sallai	18+	Experienced SQL DBA with enterprise experience, multiple certifications

Data Analyst Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Elijah Orlando	6	6 years of relevant, enterprise experience with Fortune 500 firms
Jacob Bowen	2	New degree from EWU – Data Analytics, well versed in Cloud, Toolkits, BA degree

GIS Analyst Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Andrea Perez	6	6 years of relevant experience with large, enterprise companies, has government experience, BA degree, GIS certificate
Christopher Pieroni	4	4 years direct experience, including with government entities, BA degree

Systems Administrator Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Daniel Haider	5	5 years of relevant experience, AA degree
Vasiliy Bunakov	11	10+ years of relevant experience, including government, BAS degree

IT Support Specialist Candidates

Resource Name	Years of Pertinent Experience	Brief description of duties, responsibilities & qualifications
Amanda Ashling	17	17 years of IT Support experience, very well-rounded technology exposure, BS degree
Tom Olson	9	9 years of relevant experience – 5+ years at enterprise level, AAS degree

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

List of Current Contracts

Client	Performance Period	Job Title	Description
Public Utility	2010 to present	Project Manager Project Assistance	Since 2018, we have recruited and placed 33 Project Managers and 37 Project Coordinators/Project Admins for this client.
Energy Consulting Firm	2017 to present	Software Developer	In the past 3 years, we have recruited and placed 12 Software Developers with this client.
Regional Bank, Public	2005 to present	IT Support Specialist	In the past 3 years, we have recruited and placed 15+ Technical Support Specialists with this client
Central WA PUD	2018 to present	Project Manager	In the past 3 years, we have recruited and placed 7 Project Managers with the client
Technology, Application Delivery Company	2019 to present	System Administrator	In the past 6 months, we have recruited and placed 3 System Engineers with this client

Public Utility	2010 to present	Business Analyst	Since 2018, we have recruited and placed 4 Business/Data Analysts with this client
Technology Consulting Firm	2005 to present	IT Support Specialist	In the past 4 months, we have recruited and placed 20+ IT Support Specialists
Reginal Bank, Private	2020 to present	Project Manager Project Coordinator	In the past 3 months, we have placed one Project Manager and one Project Coordinator
Public Utility	2010 to present	Network Administrator	Since 2018, we have recruited and placed 30+ Network Administrator/Engineers with this client
Medical Company	2006 to present	Network Administrator	In the past 3 years, we have recruited and placed 4 Network Administrators/Engineers with this client
Hospital	2017 to present	IT Support Specialist	In the past 3 years, we have recruited and placed 9 IT Support Specialists with this client

References

As a courtesy to our clients, we would ask that you allow us to facilitate contact with our references.

Avista Corporation

Forrest Toop, Corporate Category Manager

509-495-8757

Forrest.toop@avistacorp.com

Services Provided: Avista is a 10+ year client of Volt and we provide a wide array of recruitment services to them in the following areas: Information Technology, Engineering, Accounting, etc. Forrest Toop is our Supply Chain Category Manager and can speak to our specific, measured performance as we are graded annually as a supplier. In fact, we have been awarded Supplier of the Year at Avista for the past five years.

Engie North America

Ken Mathis, Senior Manager, Technology

425-319-3648

Ken.mathis@engie.com

Services Provided: We have worked with Engie since 2005, supplying them with a variety of IT consultants including Software Engineer, System Engineer, IS Support Technicians

and QA/Performance Engineers. Most recently, we partnered with them on a large domain migration project that Ken was responsible for. We were able to quickly help staff his team and the project was a success.

Labcorp

Sarah Rosman, IT Manager

509-638-7992

rosmans@labcorp.com

Services Provided: We have partners with PAML/Labcorp since 2006, helping them with a variety of roles including Network Engineers, Helpdesk Technicians, Software Developers and Project Coordinators.

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.

At the date of this submission (05/17/2021), to the best of our knowledge, Volt has not defaulted on a contract in the last five years.

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

COST PROPOSAL

We charge on a time and materials basis. Below is our bill rate table for all the roles identified:

Job Title	Low	Mid	High
Project Manager	\$50.00	\$70.00	\$90.00
Project Assistance	\$35.00	\$45.00	\$55.00
Business Analyst	\$50.00	\$70.00	\$90.00
Software Developer	\$50.00	\$70.00	\$90.00
Network Administrator/Engineer	\$50.00	\$70.00	\$90.00

Database Administrator	\$55.00	\$72.50	\$95.00
Data Analyst	\$55.00	\$70.00	\$90.00
GIS Analyst	\$45.00	\$62.50	\$75.00
Systems Administrator/Engineer	\$45.00	\$65.00	\$85.00
IT Support Specialist	\$30.00	\$40.00	\$50.00

In order to provide for the City of Spokane's requisitions, Volt can utilize an onsite/hybrid approach if required. Such an approach would revolve around Volt both working onsite with the City of Spokane to deliver candidates to you and utilizing our expertise in remote recruiting to fill your requisitions as they occur, while using Able to onboard the selected candidates remotely.

During the Covid-19 pandemic, we have successfully deployed such an approach to recruit and onboard numerous candidates for our clients.

Pricing Notes

The following notes apply to Volt's pricing:

- Volt's rates are valid for 45 days from the date of our proposal
- Our quoted rates are based on Volt's standard terms and conditions and weekly invoices with payment terms of Net 30 days from date of invoice
- Our medical plan offerings are fully compliant with Affordable Care Act (ACA) requirements and Volt's markups include costs related to the employer contribution for ACA medical benefits
- State specific sexual harassment training included
- State specific sick leave included
- Additional services that are not listed may be added if desired, with modifications to the proposed pricing, as applicable

Attachments A01-A19: Resumes

Carlos Barbour

SUMMARY

Professional Experience:

Over 6 years' experience as a Senior Business Analyst.

Over 10 years' experience acting as a liaison between all levels of a corporation.

Over 11 years Advance knowledge of Word, Excel, PowerPoint, and a working knowledge of Microsoft Project.

Strong knowledge of Cognos. Working knowledge of Tableau, SAS, SQL

Bachelor of Arts degree in Business Administration

PROFESSIONAL EXPERIENCE

Premera Blue Cross Blue Shield

07/2013 – 02/2019 Business Analyst

Mountlake Terrace, WA

- Translated ambiguous business needs into solid business and functional requirements for small to large projects.
- Acted as a liaison among stakeholders to validate requirements and meet business needs.
- Gathered, analyzed and documented business and functional requirements from clients and business users.
- Investigated and researched system problems & worked collaboratively to identify and provide business and/or technical solutions.
- Assessed problems, interpreted and clarified customer needs, and created solutions.
- Communicated technical information to non-technical customers.
- Research possible software solutions to increase work efficiency.
- Lean leadership
- Used Cognos, Tableau, SAS, and SQL to provide quantitative analysis to Executive level management.

The Spokesman-Review

04/2001 – 07/2013

District Manager

Spokane, WA

- Mentored support staff and supervisors.
- Gathered required data and prepared related reports.

Social Media Marketing Strategist

Spokane, WA

- Engaged client/customers using proven analytic techniques which provided quantitative data towards analyzing marketing objective.
- Defined key performance indicators, analytics, and reporting methods to gauge success.
- Additionally, I kept all duties formerly as a Marketing Research and Database Manager.

Marketing Research and Database Manager

Spokane, WA

- Used research data to make strategic and product decisions.
- Distilled research obtained from Cognos, Tableau, and SQL to provide quantitative analysis to Executive level management.
- Define key performance indicators, analytics, and reporting methods to gauge success.
- Function as an escalation point for internal and external customers.
- Estimate costs and time requirements of projects.
- Develop user documentation for new software releases.
- Managed projects as lead project manager for large complex company wide system implementation.
- Provided in person, over the phone, or email support to resolve technical issues.
- Additionally, I kept all duties formerly as Marketing Administrator.

Marketing Administrator

Spokane, WA

- Recruited and trained supervisors and managers.
- Performed professional IT business analysis functions.
- Performed as an assistant project manager. Managed small and complex system implementations.
- Analyzed IT requirements for new implementations.
- Developed, delivered and maintained, both standard and customized training programs.
- Provided in person, over the phone, or email support to resolve technical issues.
- Learned Point-of-Sale system for new retail location.
- Assessed problems, interpreted and clarified customer needs, and created solutions.

EDUCATION

Eastern Washington University (NCWWU accredited, 1919) 2011

Bachelor of Arts, Business Administration, Focus Marketing

Spokane Community College (NCWWU accredited)

09/95-06/97, 09/07-06/09

Associated Arts of Science, and Associate Arts degree.

Shadle Park High School 1994

Diploma

Nina Ozaki

SUMMARY

Nina Ozaki is an accomplished Business Analyst who has demonstrated proficiency in technical writing, technical training, process mapping, and navigating ambiguity. Additionally, she has liaised between business partners and technical teams, skillfully building and maintaining business relationships that were reliant on the success of each project.

Nina’s work has spanned across different industries in both private and public sectors, including tech, telecom, retail and e-commerce, demonstrating her ability to shift between environments and cultures.

Her scope of work has traversed into learning and change enablement, and she has a proven success in assisting clients with the adoption of new systems. In addition to her analytical skills, she has a conceptual understanding of Agile processes and can shift between different methodologies.

AREAS OF EXPERTISE

- Technical writing
- Training
- Business & systems analysis
- Change management
- Business process optimization
- Requirements definition
- System testing

INDUSTRIES

- Tech
- Telecom
- Food & Beverage
- Retail/E-commerce
- Nonprofit
- Healthcare

PROFESSIONAL EXPERIENCE

Volt Workforce Solutions, Business Analyst | 2019 to present

Independent Contractor – Business Analyst | Generalist | Seattle, WA | 2017 - 2019

Slalom – Consultant | Seattle, WA | 2011–2017

PROJECTS

Business Analyst – Grant County PUD (Volt) | 10/2019 to present

Business analyst and co-project manager for AssetWorks FleetFocus, FuelFocus, and KeyValet fleet management software implementation for Grant County. This has been primarily a project rescue role through April 2021.

I restarted the project in the discovery phase with contract reviews and renewals, business process development, aligning business requirements to OOB capabilities, and negotiating vendor project structure and commitment to ensure the project would be driven to completion.

The first phase of the project launched in December 2020 with shop operations stabilizing within one week. The second phase involves fuel and motor pool capabilities is on target for go-live in May 2021.

Business Analyst – Seattle Department of Transportation (SDOT) | 11/2018 – Present

Technical writing scoped around business procedures and training curriculum for the implementation of Accela, the new permitting system which will support SDOT's Street Use division.

Highlights

- Liaised with business leaders and end users to document business procedures that will guide staff through the new system, which will issue over 30 types of permits impacting the public right-of-way.
- Created training materials.
- Delivered training and support for 100+ end users to enable them to effectively and efficiently serve the public using the new system.
- Managing enhancement requests from the business for future releases.

Business Analyst - REI | 3/2018 – 11/2018

RFP management, business requirements and business process optimization for a Supply Planning automation solution for REI's Co-op Brands.

Highlights

- Produced the RFP, vendor scoring approach and process, and planned and hosted the vendor demo sessions to enable the Business and IT in their strategic vendor down-selection process
- Supply Planning requirements solicitation and optimization for the new solution
- Interim PM throughout the Discovery phase

Business Analyst – Starbucks | 6/2017 – 10/2017

Customer experience mapping, business process engineering and user acceptance testing for the launch of the Starbucks credit card through the Loyalty program.

Highlights

- Partnered with program leadership, Marketing and Global Digital Products teams to build out customer experience maps to drive strategic planning and identify gaps in the product and portfolio
- Engineered a new process for tracking source code from first click to better target and measure marketing efforts, and ultimately determine bounty assignment within the partnership
- UAT for multiple products within the program, including drafting UAT plans, test scenarios and test cases

Business Analyst – F5 Networks | 2/2016 – 12/2016

Assessed the impact of 50+ peripheral applications and co-managed the scope of 38 of these for F5 Networks Chart of Accounts and Oracle eBS reimplementation project, a multi-million dollar enterprise upgrade, representing the largest financial and people investment in the company.

Highlights

- Built the approach and scope for each application, including hosting 36 internal stakeholder discovery interviews and workshops
- Strategized around system and data dependencies, and sequencing of applications for Integration and UAT test execution, including hosting scenario workshops for each application
- Extensive liaising and people management across cross-functional teams of an estimated 80 stakeholders
- Change Enablement across all application teams and the Business owners
- Production and stabilization support of all applications

Business Analyst – Starbucks | 8/2015 – 11/2015

Conducted an analysis of systems, tools, people and processes for the restructuring of a digital ordering platform, including key capabilities, such as product catalog, menu and order management. The objective was to enable this major Seattle retailer to streamline its digital space and allow business stakeholders across various channels, such as mobile, web and retail stores, to leverage the same product data in order to enable consistent product offerings to the end customers.

Highlights

- Built the recommended approach and scope for internal stakeholder interviews, which resulted in conducting over 40 interviews
- Documented as-is business processes and system architecture within the digital space in parallel with stakeholder interviews
- Coordinated with digital strategist to develop To-Be user stories by identifying pain points collected from interviews and used as input into a capability assessment and heat map output
- Partnered with other related project teams within the digital space to understand objectives and identify overlap where project inputs could be leveraged as part of digital ordering platform outputs
- Achieved sign-off by reviewing deliverables and findings with key stakeholders and refining the To-Be scope and approach as appropriate

Business Analyst – Premera | 5/2015 – 8/2015

Owned multiple segments of a dental benefit integration project, including project planning, discovery and requirements consolidation, process engineering, data mapping and light project management, and ensured deliverables were on track for testing and implementation.

Highlights

- Produced the Business Requirements Document for the Provider Information data extract for the integration of dental providers into the existing Medicare Advantage medical network
- Produced the Business Requirements Document for the reconciliation of dental Provider Information between the source and destination systems of record
- Created workflows/process engineering for the related work streams which resulted from the newly embedded dental benefits
- Defined and coordinated electronic transmission requirements for the extracts with the third-party vendor
- Light Project Management, including monitoring testing, planning for Go-Live, stabilization and Production Support, and liaising between the cross-functional teams

Business Analyst – Rainier Scholars | 2/2015 – 5/2015

Consulted in systems selection for various facets of Rainier Scholars' program and its internal operations. Additionally, designed the organization's website overhaul process and provided guidance throughout the planning phase of the project.

Highlights

- Assessed the current and target state of the organization's intranet and website by meeting with key stakeholders to understand the goals and needs of the program and the challenges within
- Collected business requirements for the program and internal operations by creating a survey and meeting with stakeholders
- Researched knowledge/content management systems and learning management systems per organizational needs and created a systems comparison matrix to facilitate in decision making
- Initiated a design package, including project charter, business requirements and site map, to deliver to the web development team for the design phase of the website overhaul project
- Developed an RFP template and provided guidance in the proposal process for web design vendor selection

Business Analyst – Microsoft | 11/2014 – 12/2014

Development and ownership of training and support materials, including job-aids, FAQ's and user guides for the latest version of Microsoft Retail Store Portal for all US, Puerto Rico and Canada stores.

Highlights

- In alignment with senior leadership, designed and developed job aids and user guides for the Microsoft Retail Store Headquarters team, which are used for guidance, training and support of the new Store Portal 2.0 SharePoint site at corporate headquarters
- Upon request by the project team, assisted in Tier 3 support for launch of Store Portal 2.0
- Documented and validated Retail Help Desk processes to align with the new Store Portal site

Business Analyst – Microsoft | 1/2014 – 11/2014

Restructured Microsoft's IT application portfolio leveraging the newly implemented data repository tool, as well as increased user adoption of the tool. The outcome was a decrease in redundancies, which allowed IT to shut down servers and increase savings. Adoption of the tool prevented further redundancies and created data transparency across all organizations within the company as well as strengthen planning. Worked closely with executive level decision makers down to data owners to establish governance around the new tool and implement change management.

Highlights

- In coordination with project leadership and stakeholders, conducted a high-level diagnostic report of the current data repository tool capabilities in alignment to client defined requirements and recommended cost cutting initiatives. This was achieved by reviewing and analyzing the organization's data owners' needs, the established processes and communication channels.
- Tracked data requests made by the organization within IT as well as the business, and ran reports to monitor the completion of data within the application portfolio as well as the data quality
- Facilitated regular meetings with data stakeholders and managers, and tracked progress towards current data cleanup initiatives and reported out to a broad audience weekly
- Followed-up on system improvement requests and worked with business owners to prioritize system change efforts

Business Analyst – Amazon | 4/2013 – 1/2014

Time Management and Accruals Systems design and implementation for Amazon. Scope of work included business requirements gathering and modification, and development and ownership of system training tools and change management, including job-aids, FAQ's, quick reference guides, user guides and communications. Rolled out to an estimated 50,000 employees in the North America Fulfillment Centers, as well as an estimated 6,000 employees in the Customer Service centers.

Highlights

- Ownership of post-launch stabilization of system and process implementation as well as change management support and communications for 17 of 44 distribution centers
- Parallel Test Lead in the audit of employee's payroll import results against the production set of payroll results that were calculated using legacy time systems for the North America Customer Service location and fulfillment centers with an estimated 6,000 employees
- System Testing, accruals and User Acceptance Test (UAT) support, including writing and executing test scripts and defect resolution
- Created wiki pages for UAT, Accruals and Parallel testing guidance for vendors to reference throughout the South Africa, UK, Costa Rica, Czech Republic and Poland implementations
- Conducted post-deployment assessment of the U.S. implementation including acceptance of new HR policies and processes in alignment to the new time and attendance system

Additional projects available upon request.

EDUCATION, AFFILIATIONS AND CERTIFICATIONS**Seattle Pacific University**

Bachelor of Arts, Business Administration and Merchandising | 2004

Network Design and Administration – Graduate Certification

Seattle Central College | 2010

Scrum Alliance

Certified ScrumMaster | 2015

PHILANTHROPY

Technical Instructor – King County Library Systems | 2011-2012

Taught introductory computer classes to adult learners for a county-wide library system, including Internet and Microsoft Office classes. Curriculum was prepared and distributed to each class and instruction was conducted in an ad-hoc style to meet all personal requests and learning styles.

Highlights

- Effectively communicated complex technical information in a simplified and conducive manner to a wide variety of personalities and learning styles
- Developed technical curriculum that was simplified for beginners to understand and easily follow while obtaining effective results

Technical Instructor – HandsOn Network | 2010

Taught introductory computer classes and tutored adult learners for a nonprofit that assists exonerated individuals in learning basic technical skills to help them become more competitive in the job market.

Highlights

- Adapted curriculum to each learning style and unique personality
- Articulated technical information in a simplified and conducive manner
- Delivered resumes and skillsets that enabled the students to be competitive in the job market

Elijah Andre-Orlando

Data centric analyst/developer with a passion for building solutions.

Skills

SQL
Python, R
Power BI, Tableau
Snowflake

Root-Cause Analysis
Data Modeling
Swift Learner
Validation

Data Mining
Data Analytics
Strong Communication
Research & Self-Learning

Experience

WotC (contract)

Data Analyst

Apr 2020 – Feb 2021

- Managed a weekly report on mass sales data and provided snapshots for management
- Used Python to establish automated data processing for distributor and mass sales data
- Ensured weekly reports updated in line with business needs
- **Distributor Sales Report Automation** (July 2020 – Dec 2020)
 - Engineered Python scripts to pull, aggregate, and process historical and weekly data
 - Set up process for easily integrating data into Snowflake DB
 - Rebuilt and enhanced original report using Tableau
- **Mass POS Data Automation** (Apr 2020 – Feb 2021)
 - Established possible automation processes for mass point-of-sale data
 - Helped map UPCs to internal SKUs
 - Built proof of concept for identifying which SKU a UPC relates to
 - Designed Python scripts to process incoming mass data into a coherent data set

Intel (contract)

Senior Project Analyst

Oct 2018 – Apr 2020

- Engineered decision driving indicators for reporting with SQL, Power BI, and Excel
- Helped onboard other analysts by interviewing and performing introductory training.
- Advised on technologies and data model changes would best serve customers' reporting needs
- Outlined missing and dirty data required for reporting needs
- Cleansed usable data for proof of concept prototyping
- **Best-Known Configuration Kit Analytics** (Oct 2018 – April 2019)
 - Engineered a script to compare product configurations to each other with R, Python, and Power Query for different use cases.
 - Cut prototype reporting time in half by utilizing R, Power BI, and DAX for parsing, transformation, and dashboard creation.
 - Establish comprehensive kit to kit comparison reporting across multiple groupings
 - Identified and created dashboards to review inconsistent data
 - Created metrics for Kit throughput and build frequency
- **Sysdebug Daily Dashboard** (Dec 2019 – Current)
 - Based on requirements and constraints of other technologies, worked with the customer to determine Excel as the best option for their reporting needs
 - Built VBA and pivot-table layout allowing dynamic filter synchronization across visuals
 - Designed querying and document for easier updates and maintenance as business needs shift

Ingredion	Data Analyst	May 2016 – Sep 2018
<ul style="list-style-type: none"> Developed data validation and organization, report creation and validation, database, data mining, project prioritization, and programming skills. Engineered 2 Access applications data models, reporting and data entry UIs, and data management code into production in 18 months. Developed, maintained, and reformatted operations data and reporting for better data gathering and reporting. Worked with Excel, MS Access databases, and VBA. SAP Migration Project (Dec 2017 – Aug 2018) <ul style="list-style-type: none"> Successfully migrated two SAP and supported migrating four SAP modules leveraging SQL, SSMS, and Excel for ETL Bridged key communication gaps between customers and project leads Helped identify solutions for required business processes Identified key business solutions by collaborating with customers on data transform and business requirements Explained functionality driving data to support customers making business decisions Supported training and easing the business into new ERP system processes 		

Education

University of Phoenix	IT coursework	2016 – 2017
<ul style="list-style-type: none"> All coursework focused on team collaboration and asynchronous communication Developed basic web development skills with JS, JQuery, HTML, and CSS Built foundational program visualization skills 		
Linn-Benton Comm. College	Accounting coursework	2015 – 2016
<ul style="list-style-type: none"> Cultivate business knowledge through coursework Refined accounting and documentation process through coursework 		

References

Kenny Fortson	Director, Design Economics	(408)-458-6012
Gavin Verhey	Sr. Product Designer	(206)-713-5265
Jessica Nazario	Sysdebug Lead	(971)-570-5975
David Gatti	Controller	(503)-508-4656

Jacob V. Bowen

Objective

I am seeking an entry-level Data Scientist position in an organization that can best utilize my extensive knowledge of advanced statistical techniques and machine learning to provide exceptional business intelligence.

Professional Experience

CPR Cell Phone Repair, Woodinville, WA

May-Sept 2016

Repair Technician

- Performed routine inspection, testing, and repair of smart phones and other mobile devices.
- Accurately documented repairs and parts information on repair tracking documents / work orders and in point of sale computer tracking system.
- Performed high quality repairs and refurbishment of electronic devices: phones/tablets/laptops/GPSs/ etc.
- Monitored parts inventories and inform management of status.
- Dismantled old electronic devices for OEM parts.
- Provided exceptional customer service while interacting with customers, as needed.
- Managed store design and maintained cleanliness.

Traxx Indoor Raceway, Mukilteo, WA

Jan-Apr 2016

Crew Chief

- Ensured that all track personnel perform their assigned duties safely, effectively and professionally
- Ensured that the daily attendance log is completed by all staff members
- Coordinated with Assistant and General Managers regarding disciplinary and operational issues
- Prepared track and karts prior to opening
- Instructed new customers on proper kart usage, race flag usage, and racing safety- Maintained an orderly and speedy flow of racers through the track(s)
- Supervised ongoing races and enforce race policies and procedures
- Responded to emergency situations as they arise
- Ensured that the pit and track areas remain clean and safe
- Performed specific facility cleaning and maintenance duties as assigned by management
- Performed closing duties to secure the pit and track and prepare for the following day's operation

Angel of the Winds Arena, Everett, WA

Feb 2012 – June 2015

Arena Facility Supervisor

- Managed arrangements for personnel, equipment, and material availability.
- Developed strong relationships with facility user groups.
- Maintained public relations and patron satisfaction.
- Provided customer service and dispute resolution, as needed.
- Synchronized in-house programs and independent hockey and figure skating associations.
- Coordinated repair and preventative maintenance issues to Arena Manager.
- Assisted in scheduling use of the arena.
- Upheld policies and rules to ensure safety of all guests.
- Performed staff duties as needed, including collecting fees, rental payments, and pro-shop sales.
- Sustained a complete knowledge of fees, programs, schedules, and rental information for customers.

Education

Eastern Washington University, Cheney, WA

- Bachelor of Science – Data Analytics with a minor in Computer Science, June 2020
- GPA: 3.75 Major, 3.5 Minor, 3.1 Cumulative

Awards

- Dean's List last 5 quarters
- 4.0 Senior Capstone

Skills

- Experience with data science toolkits: Pandas, NumPy, Matplotlib, Seaborn, Tensorflow, etc.
- Strong technical and analytical abilities, a knack for driving impact and growth

- Competent understanding of statistical programming languages such as R, Python, and SAS.
- Competent understanding of Cloud (AWS, Azure, etc.)
- Excellent verbal and written communication skills
- Excellent understanding of Microsoft Suite (Outlook, Word, Excel, PowerPoint, Access)
- Ability to deliver complex analysis in easily digestible and interactive formats using Dashboard Programs (Microsoft PowerBI, Tableau)

Certifications

- Microsoft Professional Program: Data Science
- Google Analytics IQ Certification

Notable Projects

- Database/Dashboard development of Spokane Homeless Resource Directory
 - Used internally by Spokane City Government's Community, Housing and Human Services Department
- Management Survey Design alongside Spokane City Government's Community, Housing and Human Services Department concerning Homelessness
- Economic Research Analysis/Dashboard development concerning COVID-19 impact vs the other Influenza pandemics of the 20th and 21st centuries

Volunteer Work/Extra-Curriculars

- Rouge Park Rescue (May 2009)
- Youth Hockey Coach, Everett, WA (March 2014-August 2014)
- Adult Hockey Program Instructor, Everett, WA (November 2013-February 2015)
- College Hockey Goalie, Eastern Washington University (2016-2020)

Launa Sallai – Sr. Database Administrator

Hayden, ID 83835

SUMMARY:

A Microsoft SQL Server Database Administrator (DBA) with a Computer Technology Diploma and 18+ years of professional experience with increasing responsibilities and successful record of achievements in Database Administration. Although my focus has been Database and some history of Legal, I am seeking a challenging, responsible and rewarding career.

PROFESSIONAL EXPERIENCE:

Nov 2007 – May 2020

Expedia Group – Seattle Washington

Senior Database Administrator

- ◆ Monitor and provide support for Microsoft's internal services business applications.
- ◆ Project based implement and support new and existing business applications into LAB, PPE and Production.
- ◆ SQLServer installation and server configuration
- ◆ Configuration of AAG(Always On Availability Groups, DAG set up

- ◆ Successfully planned, implemented and support our Sheepdog process (snapshots of XIO Storage LUNs) to bring production backups from Production, fully scrubbed of PII and PCI data, to the LAB for Testers and Developers.
- ◆ Fully support many Customers in Production, LAB and Pre-Production environments.
- ◆ Planned, organized many migrations of SQL Server 2008 to 2016. LAB thru Production.

Nov 2005 – Nov 2007

Microsoft Corporation – Issaquah Washington (Contract)

Database Administrator

- ◆ Monitor and provide support for Microsoft's internal services business applications (Application Owner).
- ◆ Project based implement and support new and existing business applications into UAT (staging) and production.
- ◆ Administer SQL Server 2000 & 2005 environments. Working with Analysis Services and Full-Text Indexing.
- ◆ Administer and write custom queries for SQL Server
- ◆ Automate Application-monitoring systems.
- ◆ Document current processes and jobs running on the backend SQL Server.
- ◆ Document Troubleshooting guides for application/servers.

Aug 2005 – Dec 2005

Atlas Solutions – Seattle Washington

Database Administrator

- ◆ Maintain the MS SQL Server database environments used by AtlasDMT
- ◆ Optimizing and tuning database systems to maximize their performance and operation.
- ◆ Implement new databases and updates existing database systems.
- ◆ Partners with the software development team to ensure systems make maximum use of the existing database infrastructure.
- ◆ Define and improve the overall release process for database systems.
- ◆ Investigate and resolve issues that may originate in the database systems.
- ◆ Provide on-call support for database systems.

Launa Sallai – Sr. Database Administrator

Hayden, ID 83835

Feb 2005 – Aug 2005

Microsoft Corporation – Redmond Washington (Contract)

Database Administrator

- ♦ Responsible for the day-to-day administration and maintenance of 6 SQL Server 2000, Windows 2003 Enterprise Servers.
- ♦ Responsible for performance monitoring of the servers and stored procedure optimization.
- ♦ Creating, setup and monitoring of automated performance monitoring tools for stored procedures.

Nov 03 – Nov 04 Microsoft Corporation – Redmond Washington
Database Administrator (Microsoft SQL Server platform)

Jun 03 – Oct 03 Northwest Administrators – Seattle Washington
Database Administrator (Microsoft SQL Server platform)

Jan 03 – Mar 03 Iron Mountain - Renton, Washington (Contract)
Database Administrator (Microsoft SQL Server platform)

Sept 99 – Jan 03 CORBIS - Bellevue, Washington
Database Administrator (Microsoft SQL Server platform)

May 97 - May 99 NTI NEWSPAPER TECHNOLOGIES INC. - Calgary, Alberta
Database Administrator (Microsoft SQL Server platform)

1996 NOVA RESEARCH & TECHNOLOGY CENTER - Calgary, Alberta
May - December *Network & Desktop Analyst (Contract)*

1995 NOWSCO WELL SERVICES - Calgary, Alberta
May - September *Backup & Systems Analyst (Contract)*

EDUCATION:

Cloud - AWS Certified Solutions Architect – Associate

Issued August 2, 2017

MICROSOFT SQL SERVER 2000

Redmond, Washington

SOUTHERN ALBERTA INSTITUTE OF TECHNOLOGY

Calgary, Alberta

Computer Technology Diploma Program, **Focus:** Information Systems - GPA: 3.23

P.B.S.C. COMPUTER TRAINING CENTRES

Calgary, Alberta

Windows '95 courses (Levels I & II)

THE CAREER COLLEGE

Calgary, Alberta

Launa Sallai – Sr. Database Administrator

Hayden, ID 83835

Legal Assistant Diploma (WordPerfect 5.1 & MS-DOS courses)

SKILLS:

Database Administration:

Database backup and restore strategies, performance tuning, Replication, SQL Job and Alert configuration, Security and permissions, Log Shipping, Data Transformation Services (DTS) packages, Distributed databases, SQL Mail/Database Mail, SQL Profiler, Index Tuning Wizard, Microsoft Analysis Services (OLAP) and Transact SQL (TSQL), MDW (Management Data Warehouse), Mirroring, AlwaysOn Availability Groups (AAG)

Databases:

Microsoft SQL 6.5, 7.0 and 2000-2016, Cassandra/DSE, PostgreSQL

Operating Systems:

Windows Server 2008 -2016, NT, XP, MS-DOS; Novell 3.11, Linux

Tools:

Microsoft Office 9x\2013, Visual Source Safe, Microsoft Word, Crystal Reports, MS FrontPage, ODBC, IIS, JIRA, PowerShell, SCOM, ServiceNow

Programming Languages:

Transact-SQL, PowerShell, HTML, vi editor

Hardware:

Build Production servers and configure for performance and redundancy, Storage Area Networks (SAN) systems including XtremIO, VMAX, and VNX technologies.

Other:

Team player, responsible, good customer interaction, troubleshooting and problem solving, production implementation process, production and end-user support, administering servers and basic network setup, disk administration. I attack each and every new problem or issue with optimism and energy. If the answer is not readily available, there is always a way to find one!

PERSONAL:

Key Attributes: Quick study, motivated, very dedicated, hardworking, multitasker, strong problem-solving abilities, creative, work well as a team, adaptable, leader and influencer

Interests: Computers, reading, my personal web site, scrap booking, cooking, helping people, movies

Activities: Walking, swimming, biking, cooking

REFERENCES: Available upon request

ANDREA PEREZ

(951) 741-7275 | amperez2018@gmail.com | linkedin.com/andreaperez96

Multidisciplinary professional with 5+ years of experience in geospatial technologies application managing data collection and analysis, team collaboration, independent research, and organizational management. Record of success completing projects with overlapping deadlines in a timely manner, supporting organization missions, driving continuous task improvement, and meeting top levels of performance.

STRENGTHS

- Interpersonal Communication
- Attention-to-detail
- Multi-tasking

SKILLS & CERTIFICATIONS

- ESRI Suite: ArcGIS 10.x (Pro, Desktop, Catalog, Toolbox, Online), Collector, Survey 123
 - CARTO, Fusion, R-Studio, SQL, XLSTAT, SAP, ArcFM, PlanGrid
 - Microsoft Office Suite, Adobe Creative Suite, Google Suite, Analytics, Hootsuite
 - Red Card Qualifications: Faller A (FALA), Helicopter Crew Member Trainee (T-HECM), Firefighter 2 (FFT2)
 - Basic Life Services Certificate: CPR, AED, and Basic First Aid
 - Read, write, speak, and understand the Spanish Language (Fluent Native Speaker)
-

EXPERIENCE

GIS Research Project Specialist - Sewer lateral inspection project (SLIP) **02/2019 - Present**

Southern California Gas Company, San Bernardino, CA

- Analyze databases (ArcGIS, SAP, ArcFM) and records to determine main gas line installation methods.
- Interpret city planning records (i.e. as-built plans, completion drawing sketches).
- Map and package work orders for field inspection to investigate possible sewer main intrusions.
- Project management for San Bernardino SLIP research team.
- Conduct quality assurance and quality control to verify research for final review.
- Provide additional training to research team members: guidance for solutions in work orders, research workflow updates, and interpretation of city planning records.
- Contributed to video and quality control department projects to meet SLIP team deadlines.
- Organize work tasks and deliver project presentations.
- Knowledge of gas company procedures, common terminology, installation methods, and GIS modeling.
- Representative for the San Bernardino SLIP Team for monthly meetings.

Teacher, Geospatial Information Systems

04/2019 - 02/2020

Ignite Leadership Academy, Riverside, CA

- Mentored and taught coding skill foundations to 15 female middle school students from urban areas.
- Developed curriculum for class: robotics, sustainability, and ESRI ArcOnline Programs.
- Spearheaded presentation on the application of GIS in wildland fire.

Wildland Firefighter, Sawyer Class A

05/2018 - 05/2019

Stanislaus National Forest, Sonora, CA

- Performed fire management operations within Type 2 hand crew on fuel projects crew, initial attack assignments, and headed fuel break construction under stressful and adverse conditions.
- Facilitated map briefings for the crew: basics of cartography, how to read and interpret map features, and how to predict fire behavior based on topography.
- Took weather readings using a portable weather kit to investigate weather patterns to determine fire line construction. Proficient in radio usage and terminology, weather kits, and kestrels.

GIS Analyst

08/2017 - 05/2018

Murdered and Missing Indigenous Women (MMIW)

- Independently researched cases of MMIW, built a database, and appropriately visualized incidents on maps.
- Produced high-quality cartographic products and presented to diverse audiences in a digestible manner.
- Awarded the Archbishop Oscar Romero Award, 2018 Recipient (Student Leadership Award) in recognition of outstanding commitment to social justice through efforts to alleviate poverty and oppression.

Environmental Health & Safety Coordinator**08/2014 - 05/2018***USF Environmental Safety Office, San Francisco, CA*

- Managed 30+ employees, task delegation, schedule and projects with overlapping deadlines.
- Conducted environmental compliance reviews, data entry, collection for 10,000+ chemicals, biological, and hazardous waste, annual chemical inventories, and filed proper documentation to ensure compliance with state and federal regulations (i.e. Hazardous Waste Manifests, Material Safety Data Sheets).
- Planned USF Earth Day Festival 2015 and 2016: contacted 50+ vendors/organizations, 1,000+ attendees.
- Designed (Adobe Creative Suite) and instituted educational materials in an effort to promote waste diversion.
- Executed environmental outreach and education for 6,000+ people, generated 94% waste diversion.

EDUCATION**Bachelor of Science, Environmental Science****08/2018***University of San Francisco, San Francisco, CA***Geospatial Technologies Certificate****05/2018***Geospatial Analysis Lab, University of San Francisco, San Francisco, CA*

- Reconstructed Battles et al. Model for the Air Resources Board of California, used to predict vegetation cover in the state to determine fuel types and predict fire behavior. Manipulated the model using the Monte Carlo method to shorten the run-time need to process data and replicate accuracy achieved by the original model.

Christopher T. Pieroni

CAREER OBJECTIVE

Future employment in environmentally related field such as city/county planning, GIS services, or land use consulting. Highly motivated college graduate with professional work experience with local governments and non-profit organizations. Ability to adapt to change, quick learner and excels in team settings.

SUMMARY OF QUALIFICATIONS

- Professional post-college experience with local government agencies and departments
- Three years experience in sustainable development via academic coursework
- Skilled in environmental planning and site master planning through research-based projects
- Highly familiar with GIS utility mapping, complex legal documents, development regulations, and construction design processes
- Excels with Word processing, Adobe InDesign, Microsoft PPT, Sketch-up, and GIS software applications
- Outstanding written and verbal communication skills, and refined public speaking abilities
- Strong team-management skills, well organized and high ethical standards

PROFESSIONAL EXPERIENCE

City of Cheney, Public Works Department

Planning & Community Development Intern

[Sept. 2018 - Present]

- Seasonal, full-time employment with the City of Cheney
- Daily experience with ArcGIS desktop, Arc Catalog and GPS processes for utility mapping purposes
- Created a 45+ page *Water Irrigation Report* for the Parks & Recreation department irrigation systems
- Fundamental understanding of construction designs and site review plans
- Developed strong customer relations and an ability to work in a fast-paced environment

Whatcom Land Trust

Conservation Intern

[June 2017 - June 2018]

- 400+ volunteer hours with non-profit conservation organization in Whatcom County
- Assisted the Conservation Director with multiple local and state grant applications through Washington State's Recreation and Conservation Office (RCO)
- Professional experience with ArcGIS software for various projects/presentations
- Hands-on stewardship experience regarding habitat restoration and ecosystem stabilization under the Stewardship Director
- Ability to work independently and accurately, displayed creative problem-solving skills

Western Washington University

Intramural Coordinator

[Jan. 2018 - June 2018]

- Displayed effective leadership capabilities as a full-time student
- Coordinated schedules, meetings and events for all employees within the department
- Organized new hire interview processes and conducted employee promotions
- Highly organized and able to adapt to change

Assistant Intramural Coordinator

[June 2017 - January 2018]

- Demonstrated effective communication skills with co-workers and patrons alike
- Conveyed strong leadership qualities and aspirations
- Developed exceptional customer relations and customer service skills

Sport Supervisor

[Sept. 2016 - June 2017]

- Interacted professionally with peers, superiors, and patrons while developing strong interpersonal skills
- Demonstrated an ability to work in team settings and high-quality time management skills
- Flexible, high ethical standards and an ability to work in a fast-paced environment

EDUCATION

Western Washington University, Bellingham, WA

Bachelor of Arts: Environmental Studies

[Spring 2018]

Concentration: Urban Planning and Sustainable Development

AMANDA ASHLING

509-688-7244



ARAshling@protonmail.com

www.linkedin.com/in/amanda-ashling

IT EDUCATION/SUPPORT | IT/NETWORK SPECIALIST | PROJECT COORDINATOR

Highly experienced and trained IT professional with a lifelong passion in providing IT and network administration, end user and systems support. Troubleshoot, diagnose and resolve software/hardware and network issues. Train end users on current and new/emerging technology devices and software.

- Actively seeking an IT service and support role where deep technology knowledge, Windows desktop and server support experience and installation and maintenance of hardware and software in an enterprise environment are valued.

PROVEN STRENGTHS

Diagnose/Resolve IT Issues
End User Training
Windows Enterprise Platform
Network Design/Security
Clear/Concise Communicator
Problem Resolution Strategist

TECHNOLOGY SKILLS

Systems:	MS Windows Operating Systems 3.x to Win 10, OS X (Mountain Lion to Catalina), Linux, iOS, Android, Windows Server 2008, 2012, Exchange Server
Software:	MS Office & Office 365 (OSx & Windows), BootCamp, AirWatch, ServiceDesk, IGT, Agilysys, Shift4, Citrix, UC700, VSphere/VMware, SimpleHelp, Windows Remote Desktop
Browser:	Edge, Internet Explorer, Chrome, Mozilla Firefox, Safari
Cloud Drives:	iCloud, Google Drive, OneDrive, DropBox, NAS Cloud
Email:	Outlook, Mozilla Thunderbird, Apple Mail, MS Outlook for Mac, Exchange
Languages:	Visual Basic
Applications:	Windows PowerShell, Active Directory, Group Policy, Hyper-V, VMware, VSphere, MS Exchange
Networking:	WireShark, PacketSniffer, MS Network Monitor, Google Extension

EDUCATION / CERTIFICATIONS

B.S. Information Technology | Western Governors University (WGU) – *Anticipated 2022*

A.A.S. Computer Networking Technology | Iowa Central Community College, Fort Dodge, IA – 2016

President's Honor Roll, National Honor Society

CompTIA A+ Certification – 2017

Level 4 CJIS Certification – 2019

Class 3 Security Clearance and Gaming License – 2019

PROFESSIONAL EXPERIENCE

IT SUPPORT SPECIALIST | Volt Workforce Solutions, Spokane Valley, WA | September 2020 to Present

Configure and deploy 50 Windows 10 laptops for an enterprise environment. Configure 15 Windows 10 Kiosk desktops. Coordinate and collaborate with others, both within and outside the IT department, for deployment. Troubleshoot any issues that arise. Organization and cable management.

DESKTOP SUPPORT TECHNICIAN | Northern Quest Resort & Casino, Airway Heights, WA | January 2018 to January 2020

Ensure the helpdesk phone is always answered. Immediately resolve issues that affect business or the guest experience for 8 remote venues and over 2 dozen local venues. Create and administer user accounts for most programs used site wide (over 150 programs).

TECHNOLOGY ENGINEER AND EDUCATOR/Owner | Hierophant Solutions, Spokane, WA | 2003 to Present

Troubleshoot, diagnose and resolve network issues and hardware/software issues for clients onsite. Build customized computers and install/configure needed software. IT Consultant for individual/business IT requirements.

- Train users on various technology devices including iPhone/smartphones, laptop/desktop systems, printers and software; remote into user's systems using remote desktop software.
- Complete upgrades from previous Windows to Windows 10; assemble Ethernet cables needed for hardware connectivity; walk users through configuration issues to resolve certain IT issues.
- Streamline business productivity by setting up entire systems, backup/update performed in the background.

Thomas R. Olson

22855 E Country Vista Dr #366 | Liberty Lake, WA 99019 | 509.768.2232 | olson.thomasr@gmail.com

Career Objective

A challenging and rewarding position utilizing my experience in IT and strong, solution-oriented troubleshooting skills to provide customers with consistent and reliable work environments.

Summary of Qualifications

- Eight+ years of hands-on experience between being a one-man IT department for an expanding small business, to being an IT Site Lead for a global pharmaceutical research company.
- IT background obtained from on-the-job experience and a degree in Network Administration and Design
- Life-long learner dedicated to researching tough problems to find the most effective, timely solutions
- Career focus on delivery of personalized IT support services and network administration

Professional Profile

- Extensive experience providing technical assistance with Windows Operating Systems and Servers
- Consistently utilized strong interpersonal skills to build quality customer relations while troubleshooting various issues
- Facilitated new employee system set-up, to include hardware and software installation, and configuration of desktop components and network profiles
- Utilized effective oral and written communication to relay relevant IT-related information, to many different levels of staff, in a tactful and timely manner
- Assisted with management with updating IT procedures to keep up with evolving technologies
- Regularly provided guidance on the creation, distribution, and implementation of new network policies and procedure to improve overall IT infrastructure
- Comfortable in roles responsible for the prioritization of workload and oversight of quality of work
- Familiarity setting-up virtual machines as well as managing remote user connections and devices

Technical Competencies

- **MS Windows Administration:** Microsoft Windows XP/7/10 and Server 2003/2012R2/Sequel
- **Unix Administration:** Ubuntu, Fedora Linux, CentOS Linux, Red Hat Linux, Kali Linux
- **System Hardware:** Dell & HP PC's, Cisco Routers (1941 series) & Switches (2960 series), Lenovo laptops and associated docks/cables/adapters
- **Software & Services:** Active Directory Services, DNS, DHCP, DFS, MS Office, MS Exchange, AVG Anti-Virus software, PowerShell, NMAP, Python, Mitel phone systems
- **Virtualization:** Citrix, Hyper-V, VMware Workstation & vSphere

Education

Network Design and Administration, A.A.S | Spokane Community College | 2018
3.9 GPA, with Honors

Professional Experience

Delivery Services/Windows 10 Tech | Avista/VOLT | Spokane, WA | 2019 – Present

Contracted for multimillion-dollar, company-wide IT/IS projects for this regional utility. Managed computer hardware, software and server network system upgrade projects at 60 sites across a 4-state region. Updated over 800 pieces of software to SCCM, and rolled out Windows 10 OS throughout the utility network, impacting over 2,000 users, and 3,200 PC devices. I had also been selected to be part of the Vulnerability Management team. The VMS team is tasked with finding and patching vulnerabilities, then testing patches, before deploying in the Avista network environment.

- Technologies used and supported include: Windows 10, IOS, Office 365, Active Directory, SCCM, ProxyPro, Skype for Business, InTune, vSphere, OneDrive, ticketing systems (Tracker), computer imaging (PXE), Cisco AnyConnect (VPN), RSA.
- Additional responsibilities included: Responsible for imaging of all devices: desktops, laptops, tablets, handhelds, and devices for mobile workforce. Also, printers, scanners, cell phones, cameras & all related peripherals. Application installation/configuration (manual installs of complex applications such as Adobe Suite, AutoCAD, Quickbooks). Deploying new workstations (PC, monitors, phone, hardware, etc.). Troubleshooting/Root cause analysis on deployment issues as they arise. Configuring and Deploying printers in an enterprise environment. Recovery of assets, hardware and software, using NMAP, SCCM, AD, and PowerShell. Providing support to our remote locations and users.

IT Site Lead | Evidera/PPD | Bethesda, MD | 2018 – 2109

As the IT Site Lead, for the Bethesda office of a global research consulting group, I was part of a four-person global IT team. My main responsibilities consisted of Tier I and II HelpDesk support services. I provided hands-on desktop support to users on-site in the Bethesda office, and remote support for office staff at other Evidera/PPD offices and home-based employees.

- Technologies used and supported include: Windows 10, Office 365, Active Directory, SCCM, OneDrive, ticketing systems (Cherwell), computer imaging (PXE), mobile device management (Intune), conferencing technologies (GoToMeeting, WebEx), Skype for Business, desktop statistical software such as STATA, SAS and R.
- Additional IT Site Lead responsibilities included: Laptop imaging and configuration, hardware and mobile device inventory, telephony support, software installation, printer maintenance (local/network), meeting and video conferencing support, various team projects (hardware refresh, cell phone migration, company-wide software upgrades, etc.), adherence to global IT standard operating procedures and service level agreements.

IT Specialist/Facilities/AP Specialist | Empowering Inc. Services | Spokane, WA | 2010 – 2016

As the IT Specialist for an expanding child welfare agency, I served as a one-man IT Department handling a wide array of responsibilities ranging from Tier I Helpdesk support services to Tier II Network and System Administration. During my time in this role, the agency grew from around 30 to 150 employees, which required the ability to multi-task and prioritize user issues to ensure mission critical needs were met in a timely fashion.

- Additional IT Specialist responsibilities included: working with Microsoft Windows Services including, but not limited to: DNS, DHCP, and DFS; addressing staff's network connectivity problems; creating documentation on network configuration, network mapping, circuit identification and processes; conducting trainings on network access and general use; participating in strategic planning exercises to develop and implement new technology or equipment to improve the agency's IT infrastructure; and consistently interfacing with various internal and external business associates in a professional manner.
- Additional facilities management responsibilities included: office set-up and equipment installation for employees; addressing building concerns with property management; managing external contractors; and ensuring building safety and security.

Laborer | Laborers Local #238 | Spokane, WA | 2008 – 2010

As a member of Laborers Local #238 Union, I led hydro-demolition and concrete crews comprised of 4-10 laborers. Responsibilities included: conducting safety meetings to familiarize staff with OSHA regulations; project workload management; coordinating equipment operators; and general managerial duties.

Lead Man | Septagon Construction | Sedalia, MO | 2006 – 2008

I served as the Lead Man on a concrete crew for a medium-sized company specializing in commercial, industrial, and institutional construction. In this role, I cultivated strong leadership skills through the oversight and direct management of the concrete crews. Additional responsibilities included: worksite layout design; site safety enforcement; inspection scheduling; foundation installation, flatwork, and finish work.

References

Gladly Upon Request



DAVID PARKINS

16621 E Indiana Ave. Apt. E-306
Spokane Valley, WA. 99216
Phone: 509.951.0633 Email: dparkins@gmail.com

SUMMARY

Successfully complete project goals and objectives in a timely manner, while honoring business best practices and effectively communicating between stakeholders and technology personnel. Desire to face challenging problems and provide expertise in network engineering, administration, implementation, analysis, documentation and troubleshooting.

EXPERIENCE

Network Engineer

Volt Workforce Solutions / Kattera Inc. – Spokane, WA
March 2019 to December 2019

- Responsible for large-scale cross laminated timber industrial and corporate network
- Provided support and management to achieve a stable and reliable network environment for server infrastructure, workstations, switches and wireless and other supporting devices
- Duties primarily involve configuration, installation, problem resolution, and proactive monitoring of network switching and routing equipment to maintain optimized network communications
- Collaborated with Systems personnel to provide seamless application delivery to end users
- Support and troubleshooting of various peripheral and infrastructure
- Worked with various vendors and stakeholders to analyze complex situations
- Created network and rack elevation diagrams and detailed switchport maps for documentation
- Worked in a fast-paced and dynamic environment with limited supervision

Network Engineer

Volt Workforce Solutions / Nuvodia – Spokane, WA
October 2018 to December 2018

- Resolve ticket issues for various clients across the country
- Resolve various Cisco VoIP issues, CCM, CUC - create / change, extensions, voice mailboxes, install / config new phones, Music on Hold changes, minor scripting changes
- Research and solve cryptic syslog messages from various Cisco devices
- Upgraded client remote wireless site to Cisco FlexConnect to enable access to specific WLAN
- Gather and document network information as needed by clients
- Gather, sort, collate call detail records (CDR) as needed by clients
- Troubleshoot wireless network issues
- Worked with remote technicians and capable clients to resolve issues when needed

Network Administrator II

Numerica Credit Union - Spokane Valley, WA
February 2014 to February 2018

- Assisted in managing data, VoIP, VPN, and wireless network for HQ and 21 remote branch locations consisting of over 400 employees
- Upgrade, configure, replace Cisco and other networking equipment during branch builds and remodels
- Worked on many projects including:
- Upgrading multi-homed branches to facilitate fail-over redundancy and reliability utilizing iBGP
- Redesign and implementation of enterprise site-based IP scheme to introduce a multi-VLAN environment
- Provision network resources for outside vendors for a business web portal being created which would allow businesses to conduct transactions in a web-based format
- Implemented network monitoring solutions using PRTG, Cacti alongside Cisco NetFlow to monitor bandwidth and data traffic to proactively resolve issues including system crashes, network slowdowns, and connectivity problems
- Participated in team project migrating branch wireless central switching to FlexConnect local switching and fortifying existing wireless infrastructure
- Implemented strong AAA authentication on routers, switches and network appliances using Microsoft RADIUS

- Maintain Barracuda Load Balancers, SPAM filters and web filters
- Created detailed network documentation and diagrams using Microsoft Visio and migrated critical network documentation into central and collaborative SharePoint documents
- Setup and managed NetBrain, a network design, documentation, troubleshooting, and collaboration tool
- Provided secondary technical assistance for user connectivity issues, as well as VoIP and other network related issues
- Provide Tier 2 Helpdesk and rotating On-Call support
- Managed physical cabling and wiring closets

District Technology Specialist

Medical Lake School District 326 - Medical Lake, WA

June 1999 to August 2013

- Scaled district network from 4 servers, various switches and hubs to over 65 Cisco switches, 48 access points, 40 IP cameras, 85 networked printers, 268 VoIP phones, and approximately 12 Novell, Windows and Linux servers
- Provided management, administration, configuration, implementation, maintenance, analysis, troubleshooting, optimization, and documentation of voice and data networks.
- Provided network services, connectivity, and support for 2,100 students, 250 faculty and staff with over 1,100 workstations and laptops
- Achieved greater utilization of resources and consolidation of multiple servers leveraging Cisco UCS and VMware vSphere 4.1 virtualization
- Optimized unmanaged district network with Cisco managed switches enabling gigabit speeds
- Implemented the use of VLANs and routing through layer 3 switching to leverage the district's infrastructure
- Replaced PBX with Cisco VoIP system
- Installation and maintenance of Cisco wireless network and controller system
- Coordinated with district staff, construction team, and various vendors during high school, middle school and elementary school renovations as well as construction of a new elementary school on Fairchild Air Force base
- Initiated and managed migration from Novell GroupWise to Google Gmail services
- Installed, configured, and managed Linux Request Tracker ticketing system to track issues and provide improved customer service
- Configure, upgrade, troubleshoot, manage, maintain and optimize district print, file, and application servers (both virtual and physical)
- Maintain current and accurate documentation
- Worked with administration and staff to analyze and introduce new services and support as requested
- Supervise and instruct technical support staff of four people
- Manage backup services for critical district and faculty data
- Manage Schools and Libraries Universal Service Fund Program (E-RATE) providing annual reimbursement to the district

SKILLS & Proficiencies

Protocols:

TCP/IP, VoIP, DNS, DHCP, HTTP(s), SSH, OSPF, EIGRP, NFS, SNMP, SMTP, FTP
Basic knowledge MPLS, BGP, Cisco Call Manager

Cisco IOS:

Cisco 1900 - 4500 switches and 2800 - 2900 series routers

Network documentation:

Microsoft Visio, Excel, Word, NetBrain

Network monitoring solutions:

PRTG, Solarwinds Orion, syslog server, Cacti network performance monitoring, Cisco NetFlow, SNMP, NetBrain network automation software

Network management:

Barracuda Load Balancers, Barracuda Spam Filter, Barracuda Web Filter, Wireshark network traffic analyzer, Arpwatch ARP monitoring tool, Bluecoat Packetshaper 3500 traffic shaper

Wireless:

Cisco, Meraki, Aruba

Voice:

Cisco and Polycom VoIP phones

Programming:

Python, Visual Basic

Operating system:

Microsoft Windows Server up to 2012, Windows OS up to 10
Microsoft GPO, Active Directory, Exchange
CentOS Linux 7

Applications:

Word, Excel, Visio, Outlook & OneNote

Other:

Steelcase "RoomWizard" Meeting Room Scheduling System

Completed the following independent courses:

- . Configuring and Administering Microsoft SharePoint 2010
- . Core Solutions of Microsoft Exchange Server 2013
- . Optimizing Converged Cisco Networks
- . Building Cisco Multilayer Switched Networks
- . Novell GroupWise 6.5 Administration
- . Novell Network Management
- . Custom ZENworks 4.0 for Desktops
- . Cisco Secure Pix Firewall Advanced
- . Interconnecting Cisco network Devices

EDUCATION

Community Colleges of Spokane

Associate of Science – AS, Network and System Administration / Administrator, 1997 – 1999

Certification:

Cisco CCNA certification, current - 2022

Completed instructional courses:

Configuring and Administering Microsoft SharePoint 2010
Core Solutions of Microsoft Exchange Server 2013
Optimizing Converged Cisco Networks
Building Cisco Multilayer Switched Networks
Novell GroupWise 6.5 Administration
Novell Network Management
Custom ZENworks 4.0 for Desktops
Cisco Secure Pix Firewall Advanced
Interconnecting Cisco network Devices

MATTHEW COLLINSON

SUMMARY

Network Engineering professional with over 19 years of progressive experience, including more than 9 years in healthcare as a Network/Systems Analyst and 4 years serving proudly in the United States Air Force. A diverse background of managing, maintaining, troubleshooting, and supporting healthcare and pharmaceutical systems as well as wireless, Cisco VoIP, and networking infrastructure.

PROFESSIONAL EXPERIENCE

JAN 2018 – CURRENT

NETWORK ENGINEER, INLAND NORTHWEST HEALTH SERVICES

APR 2017 – JAN 2018

NETWORK/SYSTEMS ADMINISRATOR, SPOKANE FEDERAL CREDIT UNION

MAR 2015 – APR 2017

NETWORK ADMINISTRATOR, HOLLISTERSTIER LABS

JAN 2013 – NOV 2014

NETWORK/SYSTEMS ANALYST, COLUMBIA MEDICAL ASSOCIATES

DEC 2006 – JAN 2013

SYSTEMS ANALYST, INLAND NORTHWEST HEALTH SERVICES

SEP 2005 – DEC 2006

SR PC TECHNICIAN, GENERAL DYNAMICS

SEP 2001 – SEP 2005

NETWORK ADMINISTRATOR, UNITED STATES AIR FORCE

EDUCATION

DEC 2019

BAS INFORMATION SYSTEMS AND TECHNOLOGY

SPOKANE FALLS COMMUNITY COLLEGE

SEP 2018

AS NETWORK DESIGN AND ADMINISTRATION

SPOKANE COMMUNITY COLLEGE

HIGH-LEVEL SKILLS

- CISCO ASA/FIREWALL CLI
- CISCO SWITCH/ROUTE
- CISCO CUCM/UNITY
- JUNIPER SWITCH/ROUTE
- FORTIGATE FIREWALL
- IPSEC VPN
- DATACENTER HARDWARE

BRIANNA BUCHMANN

Summary

Brianna Buchmann is a Senior Project Manager, managing projects and staff augmentation engagements.

As a Senior Project Manager, Brianna ensures the successful delivery of a broad range of complex Information Technology projects. Additionally, she assists with project team management, resource management, and vendor/consultant management. Brianna joined Entisys360 in 2006 and has held the roles of Engagement Manager and Client Relationship Manager. In these roles, she was the single point of contact for all support requests, engagements, and projects at Entisys360, along with managing client relationships. Her organizational skills, time management, and business relationships both internally and externally are a fundamental contribution to the success of Entisys360.

Brianna started her career in IT over 20 years ago, working in the web hosting industry, eventually working her way into a management role in the tech world. She is passionate about every aspect of her career, and continuously strives to improve her skills, and the Project Management Office at Entisys360. Brianna possesses excellent communication skills and is committed to meeting, if not exceeding, customer expectations.

Throughout her career at Entisys360, Brianna has managed many projects from multiple industries including:

- Government
- Legal
- Financial
- Healthcare
- Pharmaceutical
- Software
- Property Management
- Education
- Entertainment

Professional Experience

The following are a small subset of client engagements demonstrating a knowledge and solid understanding of complex business solutions.

Infrastructure Upgrade - Financial

Managed a project for a large financial company in San Francisco. A 5-year Infrastructure Upgrade project which merged their entire Information Technology infrastructure into a single unified organization. The ultimate goal was for all accounting, HR, line of business and back-end applications to be standardized across all business sites and managed as a cohesive unit by a single geographically dispersed team of administrators and merging ADs of separate organizations into a single forest with a single domain. The Entisys360 team was able to accomplish this, and in doing so, greatly simplified management and reduced overall complexity by assisting with Analysis, Design, and Implementation of unifying the Active Directory domains, email systems, and storage, virtualization, and DR infrastructures. This offered the company and team a platform for rolling into the next phase of unification which focused on business applications and practices, desktops, and remote access, including further consolidation of domains and computing infrastructures.

BRIANNA BUCHMANN

Wireless LAN Design, Configuration and Implementation – Pharmaceutical

Large multi-vendor project involving the build of a new warehouse in order to consolidate multiple other warehouses and manufacturing facilities spanning over ~2 years. Design, configuration, and implementation of the Wireless LAN to be used by office and warehouse workers. Three phase approach was used to ensure seamless coverage throughout the warehouse for all handheld and mobile devices. Entisys360 provided a WLAN infrastructure upgrade and migration of existing WLAN infrastructure, developed a WLAN solution for the new warehouse, and provided post RF validation.

Citrix XenDesktop Rebuild – Educational USD

Project Manager for education system deploying a new XenDesktop/XenApp 7.15 environment as well as migrating existing workloads for a USD in Southern California. The ultimate goal was to replace their existing legacy XenApp 6.5 Farm. Additionally, the Entisys360 team began the foundation of a new Windows Server 2016 deployment for migration of applications in order to account for current 2008 end of support as it was not a long term support strategy.

VDI Secure Workstation / HP Thin Client Deployment and Support – Entertainment

Managed a 2-in-1 project, working with the client on both Citrix and HP. Entisys360 assisted with the migration of existing workloads from existing hardware to new Nutanix platform, while building a foundation for virtual desktops (Windows 7 and Windows 10). Began foundation of a Secure Desktop deployment utilizing Citrix XenDesktop 7.13 common infrastructure components.

Additionally, Entisys360 assisted with the deployment of HP Thin Clients in their environment, along with post project support.

VMware Horizon 7 Pilot Implementation & Validation – Financial

Project Manager for a large financial corporation located in Silicon Valley. 6 Month engagement working with existing VMware View environment, with desktops provisioned using and application layers deployed through Unidesk, as well as utilizing App-V application virtualization and XenApp application publishing. The end goal was to completely upgrade the client's Virtual Desktop Infrastructure by deploying and configuring a new Pilot Horizon 7 Virtual Desktop Infrastructure. The Pilot infrastructure was designed to support eventually just over 500 users. The following components were used to house, manage, or support this deployment: VMware vSphere cluster with vCenter and ESXi hosts, Horizon View Management Infrastructure, Unidesk Management Infrastructure. Testing and validation was also addressed at the end of the deployment and configuration, as well as documentation and post project support.

Citrix Expansion & Relocation Implementation, New Citrix Environment – Healthcare

Assisted a large healthcare company in the facilitation of a datacenter move from one location to another. The project contained elements of AllScripts Expansion, Web Interface Load Balancing, AllScripts Build, Migration Planning, NetScaler AG on SDX, and Decommissioning the old Citrix Environment.

With the success of the expansion and relocation project, we were quickly engaged on the next project deploying a new Citrix environment. The Entisys360 team focused on our customer's current and future needs of the deployment, ensuring compatibility with any existing solutions which could

BRIANNA BUCHMANN

not be replaced. A “greenfield” approach was taken, all while considering what was being leveraged at that time and addressing any current issues within the environment.

Office 365 Evaluate, Plan and Build POC plus Implementation – Restaurant

A large restaurant chain had a requirement to migrate from Exchange to Office 365. In preparation, our team reviewed the existing Exchange and Active Directory environment prior to planning the migration to the Office 365 tenant. The initial focus was to be on email and no other Office 365 workloads. At the conclusion of the POC, we had a solid plan to migrate to Office 365. During the migration, there were a number of other services involved, and a handful of changes which were necessary to take place due to unexpected behaviors. Throughout the project we were able to identify and mitigate risks, lay out a full project plan, tracking high priorities to low priorities daily and weekly, and ultimately implemented the migration successfully.

Technology Skills

- Citrix (XenDesktop, XenApp, XenMobile, ADC/NetScaler – SCOM/MAS, Includes HealthChecks, Discovery and Design, Implementations, Rebuilds, Upgrades, Migrations)
- VMware (ESX, View, Horizon, vSphere)
- Cisco UCS, UCM
- NetApp and other storage projects
- MS Exchange, Exchange Online, O365, AD, SQL, Windows Servers (2008, 2010, 2012, 2016)
- Wireless (Antennas, APs, etc.)
- HP blades, thin clients
- Disaster Recovery

Certifications

- Project Management Professional (PMP)®



VICKI STEWART , PMP , CSM , SSGB , CF , PMI – ACP

www.linkedin.com/in/vickistewartpm

SUMMARY

PMI PMP and ACP certified with extensive experience in management, project management, leadership, change management and process improvement. Passion for creating and leading departments that help organizations identify, prioritize, initiate, manage and track critical projects. Successful in deploying and managing various project and program groups – from deploying complex telecommunications sites across North America; to network enablement projects in HIPAA and Sarbanes-Oxley environments; to developing sustainable business processes. Strong track record of collaboration and creating effective partnerships across organizational lines. Analytical and process-oriented experience working at both the strategic and tactical levels of an initiative. Known for listening, being trustworthy and a supportive leader of people.

AREAS OF EXPERTISE

- Project Management
- Project Management Office
- Collaborative Leadership
- Change Management
- Process Improvement
- Management
- Team Building
- Business Quality Assurance
- Creativity

PROFESSIONAL EXPERIENCE

AVISTA UTILITIES - Spokane, Washington 2018 – Current

- **Project Manager** – Responsible for IT Network projects. Working as a team member within the IT PMO, I am responsible to manage, track and secure funding for IT Network projects.

CLEARWATER PAPER - Spokane, Washington 2015 – 2018

- **Project Manager** – Collaborating with Senior Management, Business Owners and Stakeholders at all levels of the organization to define project scope and deliverables that support the implementation of projects throughout the Enterprise. Led major Overall Equipment Effectiveness (OEE) initiative for all US based mills and plants.

PATHOLOGY ASSOCIATES MEDICAL LABORATORY - Spokane, Washington 2005 – 2015

- **Senior Project Manager** – Responsible for major project initiatives that simplify and standardize laboratory operations through the reduction of dated applications and systems; along with the implementation of versatile product suites including development of custom applications and interfaces. These projects included physician office interfaces; major laboratory system implementation and retirement; as well as ICD-10 rollout.

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Newman Lake, WA 99025

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vbehar@comcast.net

- **Enterprise Manager, Project Management Office (Interim)** – Responsible for all aspects of IT and Integration projects including coordinating the planning, organizing, and integrating of all tasks associated with the installation and implementation of laboratory hardware and software solutions, interfaces, and other services. The PMO is also responsible for internal IT infrastructure projects and other enterprise IT projects.

DATAPRO SOLUTIONS – Spokane, Washington

2004- 2005

- **Program and Project Manager** – Led the deployment and services department. Developed, coached, and assigned project resources for prioritized projects. The team included team leads, engineers, technicians and support personnel who worked on implementation and support of numerous and wide-ranging projects throughout the Northwest. Responsible for managing the North American support contract for Weyerhaeuser Corporation.

QUALXSERV - Tewksbury, Massachusetts

1981 – 2004

- **Senior Project Manager** – Maintained customer account satisfaction. Project Management responsibilities for assigned customer base (Hughes Satellite Systems, Ford Motor Company, General Motors, Smith-Barney, Western Union, etc.) Reconciled and recovered \$67K within six weeks for State Farm Insurance. Reconciled and recovered \$20K in modem stock for Motorola.
- **Deployment Manager** – Managed all deployment and 3-tier service incidents for customers and wide-ranging projects, nationally and internationally.
- **Office Development Manager** – Responsible for budgetary control, implementation and recommendation for in-house office automation tools as well as managing the centralized document-processing department.
- **Systems Administrator** – System administration and management of five WANG VS systems for a centralized word processing department.

VOLUNTEER EXPERIENCE

Inland NW PMI Chapter

2008-2016

- **Past VP of Membership** – Created and implemented policy and procedures for the business unit; provided input to the Chapter's strategic plan; initiated a 5% per year growth plan for Chapter membership.
- **Past VP of Education** – Established a sustainable virtual PMP preparation course with a 97% success pass rate. The course is one of the main revenue resources for the Chapter and increases membership at a minimum of 10% per year. Held the first Professional Development Day subsidized solely by the Chapter, thus allowing the Chapter to maintain all profits.
- **Past President** – Managed and directed all offices including Education, Marketing, Finance, Administration, Membership and Programs.

VICKI STEWART, PMP, CSM, SSGB, CF, PMI-ACP

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Newman Lake, WA 99025

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vbehar@comcast.net

EDUCATION – TRAINING

Eastern Washington University, 1992

Bachelor of Arts Degree – Business/MIS

Certifications

PMP Certification - December, 2007

Change Facilitator Certification – June, 2010

PMI-ACP Certification – May, 2018

Certified Scrum Master – June, 2012

Six Sigma Green Belt – September, 2013

REFERENCES

References are available and will be furnished upon request

COLE TANNER

Objective:

Having lived in Spokane most of my life, I am looking for opportunities that will enrich our community. With professional experience in Project Management and Marketing, I am hoping to find a position that will nurture learning and growth with a positive work environment.

Work Experience:

2017-Present: Engie Impact, Spokane, WA:

Project Coordinator:

- Monitor daily metrics and clearly speak to numbers and resources.
 - Tools used to pull metrics are pivots, vlookups, and ad hoc reports.
- Key grasp of soft skills to informally lead team and deescalate client concerns.
- Manage 85 client's open and close work across 3 industries.
- Lead calls and make presentations to introduce services, best practices, and expectations to prepare clients for a successful implementation.
- Delegate and assign work across the team that will complement individual strengths to maximize productivity.
- Perform random quality audits to determine if additional training is needed.
- Run reports for clients to show progress and action items needed from them.

2015-2017: DeVries MPS, Spokane, WA:

Project Manager

DeVries is an Atlas Van Lines Company specializing in long haul transportation and installation.

- Provided clients with strategic planning for corporate installation projects and large scale relocations.
- Ability to read blueprints to determine installation phases.
- Performed project cost and labor forecasting. Determine resources needed for the project by calculating delivery schedule, time frame for project, and personnel needed.
- Drafted job proposals.
- Performed quality checks and client visits to ensure clients satisfaction.
- Implemented tracking system to manage equipment usage and requirements.

2012-2015: North By Northwest Productions, Spokane, WA:

Post Production Editor / Colorist

NxNW is a full-service digital studio focusing on video production

- In house Colorist work can be viewed in the television series "Z-Nation" (Season 1), "Washington Grown" (Seasons 1-3), the film "West of Redemption," and various ad campaigns.
- Strong understanding of video editing software, as well as current industry trends and practices.
- Maintain composure in a high pressure environment that includes constant critique and feedback.
- Ability to transfer clients vision into a consistent product.
- Basic knowledge of front end coding to assist interactive departments with video projects.

Programs Proficient In:

Excel (If & formulas, Vlookups, Concatenates), Outlook, Powerpoint, Peachtree, AviTrack, DaVinci, Final Cut, PhotoShop, Adobe, DocuSign.

Education:

2012: Western Washington University: Bachelor of Arts in International Business

2019: Lean Six Sigma: Yellow Belt

Simone Vernengo

Currently working as a **Market Analytics Specialist** at **Engie Impact USA**, worked as a **Business Consultant** for the major Italian consulting firm for over 3 years gaining **international experience** in **project management** and **strategical advisory assignments**. Masters degree of economics with a focus on sustainability. Recently moved to Coeur d'Alene, able to work in US (green card).

Working Experience

- Oct 2020 – Today

Job Title: Market Analytics Specialist

Employer: Engie Impact USA

Spokane (USA)

Resolving unusual cost, consumption patterns and discrepancies **determining huge savings opportunities**. Monitoring all costs and consumption reporting. **Analyzing daily utility bills using a firm understanding of client industry**, weather related usage patterns, market related changes and an internal audit process.
- Oct 2017 – Feb 2020

Job Title: Business Consultant

Employer: B.I.P. and SESAR Deployment Manager

Brussels (Belgium)

Supported with **project management, strategical and operational advices** the **major European Union (EU) Aviation Organization** for the implementation of the IR 716/2014 in the framework of the Single European Sky initiative as regulated by the European Commission. **Lead a team of 2 people** in daily activities to be performed.

Coordinated over 100 Stakeholders (airlines, airports, militaries, etc.) to distribute **almost 10 billion € EU funding** for the modernization and synchronization of the European Airspace. **Set up dedicated monitoring tools** and **planned the initiatives** to accommodate the huge increase in air traffic expected in Europe over the next years thus bringing benefits to both passengers and environment. **Collected data** coming from a **huge number of Stakeholders**, **created and maintained the main database**. **Addressed Stakeholders comments** tackling any possible issue, **handled multiple time-sensitive demands accurately**.

Produced a wide number of presentations for the major EU delegations in the aviation business **to measure progress and witness deployment in action**. Drafted specific reports, analyzed the cost and benefits of a wide range of initiatives. **Produced slides and other material for weekly meeting with the Top Management to plan the work and always keep track of the upcoming deadlines**.
- Jan 2017 – Oct 2017

Job Title: Business Analyst

Employer: B.I.P.

Rome (Italy)

Supported the evolution, revision, optimization and re-engineering of business processes for primary Italian companies in the Public Administration, ICT and Transportation field.
- Jun 2015 – Dec 2016

Job Title: Event Coordinator

Employer: G.V.S.T. Group

Rome (Italy)

Coordinated the organization of large international events (both in Europe and USA) from 500 to more than 1000 participants **supervising specific areas and planning** some of the **activities** to be done by the participants. **Managed the warehouse, established relationship with suppliers and relevant Stakeholder**.

Studies

- Oct 2014 – Jul 2016

Masters of Economics

Università degli Studi Roma Tre

Master's Degree in Environment and Development Economics with a final grade of 110/110 with Honors (4.0 GPA)
- Oct 2011 – Oct 2014

Bachelor of Economics

Università degli Studi Roma Tre

Volunteering

- Save The Children Italy

WWF Young Italy
- ## Personal Info
- Address**
1009 E Mullan Ave, CdA

Phone
208-763-8844

Email
simonevernengo@gmail.com

LinkedIn
<https://bit.ly/2OSfx67>
- ## Skills
- Project Management

Strategic Planning

Business Process Improvement

Environmental Strategies

Cross-cultural Communication

Strong Organization
- ## Software
- Microsoft Power Point**
Excellent

Microsoft Excel
Excellent

Microsoft Word
Excellent

Microsoft Project
Good

Visual Basic
Beginner
- ## Languages
- Italian**
Mother tongue

English
Highly proficient

Spanish
Basic knowledge

French
Basic knowledge
- ## Clubs
- Soccer

Cooking

Photography

Derek Drysdale

Full-Stack Software Engineer

About

Innovative and detailed-oriented software engineer who enjoys writing clean, well-structured code. Experienced in all areas of the full software development life cycle including, requirements gathering, design, development, testing, and support. Productive in both team-based and self-managed projects. Extremely passionate about delivering well-tested and easy to maintain code. Enjoys learning new technologies and frameworks, and has proven to come up to speed quickly and competently.

Experience

Software Engineer

October 2018 - Present

Avista Utilities, Spokane, WA

- Responsible for the design, development, and deployment of internal ASP.NET Core microservices and Vue/TypeScript web applications.
- Ensures code is well-tested utilizing xUnit, Moq, and Jest testing frameworks.
- Maintains and creates all related Azure DevOps build and deploy pipelines.
- Utilizes Entity Framework and SQL to develop and maintain required databases.
- Mentors junior developers
- Refactors existing legacy applications making them more extensible and maintainable.

Software Engineer | CAD Library Manager

November 2010 - July 2017

AMX - Harman International, Cheney, WA

- Designed, developed, and maintained a full-stack MVVM application in C# to track and check all PCB designs, produce all fabrication and assembly deliverables, and archive all required design files. This resulted in improved accuracy and much quicker product release times.
- Developed RESTful WCF service API to provide MySQL CRUD functionality.
- Updated existing internal C# and Visual Basic applications to utilize object-oriented design principles.
- Developed web application in React to enhance and simplify the site-wide internal part request process.
- Managed parts library and all aspects of part development program for Cheney site.

Team Leader - Cryptologic Linguist

U.S. Army, El Paso, TX

- Supervised the interception, transcription, and reporting of Russian voice transmissions, supporting a 5000 member organization.
- Provided language and mission-specific training to subordinates.
- Top Secret clearance.

Education

Bachelors of Science, Software Development

Western Governors University - Expected completion 04/2021

Nanodegree, React

Udacity - 2018

Certifications

- CompTIA Project+
- CompTIA A+
- Axelos ITIL Foundation
- CIW User Interface Designer
- CIW Site Development Associate

Contact



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Key Skills

Back End

- .NET Core, C#
- Microservice Architecture
- Swagger, OpenAPI
- REST
- Postman
- Hangfire

Front End

- React, JSX, Redux
- Vue, Vuetify, Vuex, Nuxt
- JavaScript (ES5, ES6, ES7)
- TypeScript
- HTML5, CSS3, Bootstrap
- NPM, WebPack, Babel, Sass
- UI/UX

DevOps

- Azure DevOps
- Build/Deploy Pipelines
- GIT, GitHub Actions

Database

- Entity Framework, SQL Server
- Oracle, PostgreSQL, MongoDB

Miscellaneous

- Test Driven Development
- SOLID/OOD Principles
- Layered, Clean Architecture
- WPF, MVVM
- Agile/SCRUM Methodologies
- Remote Development
- Project Management
- Disciplined
- Organized

Tyler Latimer

Professional Experience:

Potlatch No. 1 Financial Credit Union – Programmer Lewiston, ID | *May 2019-Current*

- Analyze business processes and suggest/develop more efficient solutions
- Support the core software and develop additional modules and features
- Implement software processes and project cycles, maintain documentation
- Utilize PowerOn, HTML, CSS, JavaScript, Batch, and other languages

Lewis-Clark State College – IT Support Technician Lewiston, ID | *April 2018 – May 2019*

- Write scripts to automate program installs and upgrades, including macOS
- Provide general IT and Helpdesk support
- Update/Reimage classrooms and labs to prepare for the upcoming year

Project Experience:

Member Letters

July 2019 to Current

- Oversee conversion of letters between systems and vendor changes
- Develop modules to gather various data for letters through iterations
- Coordinate with three vendors for templates, processes, and data needs
- Test data to ensure proper selection and variable use

Banking Application - <https://github.com/trlatimer/bankingApplication>

June 2019

- Developed using C#, MySQL, and AWS RDS
- Base banking application that has potential to be expanded upon
- Provides solution for basic banking needs such as transactions and accounts

Inventory App - <https://github.com/trlatimer/InventoryApp>

Jan. 2019

- Visual C# Program designed for managing products and associated parts
- Utilizes local data structures and data elements in Visual C# for displays
- Created as a final project for my Software I course at WGU

Education:

Western Governor's University – Software Development, B.S

February 2018 to June 2019

Lewis-Clark State College – Business Management, B.A.S

August 2013 to May 2017

Certifications:

Microsoft - Microsoft Technology Associate

December 2017

CompTIA – A+, Network+, Project+

January 2018

CIW – Site Development Associate, Advanced HTML5 and CSS3 Specialist, UI Designer 2018

Oracle – Oracle Database SQL Certified Associate

June 2019

Technical Skills:

Languages: HTML, CSS, Javascript, Python, C++, C#, PHP, MySQL, Bash, PowerOn

Frameworks/Libraries: Bootstrap, jQuery, Flask, SQLAlchemy, NodeJS, .NET

Daniel Haider

2415 N Cherry, Apt 33
Spokane Valley, WA 99216

(509) 981-0926
dhaider999@gmail.com

SYSTEM ADMINISTRATOR

Methodical and goal oriented System Admin with hands on experience with diagnosing and repairing many different types of hardware and software. Familiar with almost every type of OS on the market and has worked on them from installation all the way through to daily maintenance. Great communication skills are a high priority when helping end users with issues.

SKILLS

Technical

- Monitored, Maintained and fixed virtual windows servers
- Performed vulnerability patching on both Windows and Linux servers
- Monitored status of website interfaces and networking devices
- Taught end users how to identify issues with their local machines and peripherals
- Troubleshoot enduser's software and hardware remotely and in person
- repaired enterprise and home office printers and copiers
- Worked tickets in SCSM
- Performed installations and Maintenance of the following operating systems:
 - Windows 7
 - Windows 8.1
 - Windows 10
 - Windows Server 2008
 - Windows Server 2012
 - Windows Server 2016
 - Mac OS
 - CentOS
 - Ubuntu
- Repaired many physical pieces of hardware such as keyboards, printers, and networking devices
- Worked on Linux servers and have learned how to use the CLI for many different types of duties
- Built full scale network for case study that encompassed many network domains and various types of hardware
- Know how to use the OSI model to help when troubleshooting

Customer Service

- Able to work with many customers at one time giving each one timely and courteous service
- Successfully calmed down and helped irate customers over the phone and in person
- Routinely worked with many different types of equipment to get projects done for customers on time and Budget
- Practiced patience when helping new customers
- Planned out jobs for customer projects, then work with said customer to make sure the job went smoothly
- Handled customer calls and imputed user information into ticketing system

EDUCATION

Spokane Community College
AA in Network Design/ Administration
Spokane, WA

Fall 2012

Daniel Haider

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EXPERIENCE

Associate The UPS Store Airway heights, WA	2008-2012
IT Consultant Witte Sound Solutions Spokane, WA	2011-2012
Tech Support Specialist I Banner Bank Spokane, WA	2013-2016
Network Operation Technician Imprezzio Spokane, WA	2016-2019
TOC Operations Technician Umpqua Bank Spokane, WA	2019-Present

Vasiliy A. Bunakov

vasiliy.bunakov@gmail.com

<https://tritecta.com>

TECHNICAL SKILLS

- Systems administration: linux/windows server maintenance, LDAP, AuthN/Z management, apache, nginx, IIS, SSL, security, hypervisors (vmware, xen, virtualbox, hyper-v), wireshark, HIPAA/FERPA/DOE/DOD data, consulting, documentation, GIT, splunk, greylog, HPC, databases.
- Network administration: Dell, HP, Netgear, Cisco switches, VLANs, DHCP, DNS, pfSense firewalls, VPN's, servers, storage, network troubleshooting, designing networks, SNMP, IPTables.
- Enterprise open source solutions: CentOS, Ubuntu, HTML5 RDP, FreeNAS, NAS4Free, pfSense, ZFS, FreeIPA, GIT, kubernetes, docker.
- Programming/scripting: bash, power shell, C/C++, PHP, Perl and Python.
- Management: led budget constraint projects, architect/designed solutions, consulting, coached/mentored projects/colleagues..
- 10+ Year of IT experience: higher education, small/big business, research, HPC and consulting (TriTecta).

EXPERIENCE

System Engineer Contractor Engie Impact 2020 - Present

- Designing, maintaining Windows servers, networks, hypervisors, DHCP, DNS, firewalls, UPS, switches, database, servers.
- Consulting and Architecting solutions, mentor fellow colleagues,
- Designing and documenting system solutions and configuring hardware, network, services, servers, storage, programming (e.g python, bash), devops, etc...

IT Contractor & Owner TriTecTa LLC 2020 - Present

- Specializing in IT consulting for business from hardware/software setup and maintenance (desktops/laptops/servers/point-of-sale systems, network access points/routers/switches, Windows/Mac/Linux, enterprise ERP/CMS, web sites, search engine optimization, virtualization, and custom needs).
- Specializing in Cyber Security (Compliance:HIPAA, PCI, SOC, SSL and custom needs).

Linux System Engineer 2barrels 2019 - 2020

- Designing, implementing, re-building, and maintaining Linux and Windows servers, networks, hypervisors, DHCP, DNS, firewalls, UPS, switches, servers.
- Configuring hardware, network, services, servers, storage, AWS, programming (e.g python, bash), devops, etc.
- Consulting, Cyber Security, Architecting, Implementing, documenting and maintaining system solutions.

System Administrator Washington State University 2010 – 2019

- Consulted, Architected, Implemented IT solution for the Voland College Engineering Architect.
- Configured, managed, and troubleshooted software/hardware.
- Designed and documented system solutions for colleagues, faculty, staff and students.
- Maintained and managed server integrity, availability, and performance.
- Scripting, programming and devops.
- Designed, implemented and maintained the next generation of Linux servers for College of Engineering.
- Provided IT support to manage servers, desktops, authN/Z

EDUCATION

BAS Cybersecurity Spokane Falls Community College 2019 - 2021

- Completed March 2021

Course Work Washington State University 2009 – 2014

- 120 Credits of Electrical Engineering, Computer Science, and general electives

AA Degree Big Bend Community College 2006 – 2008

- Associate Degree of Arts and Sciences

Attachment B: Job Descriptions

Title: Business Analyst

The Business Systems Analyst works with complex information systems and develops or modifies existing systems through analysis of business and user needs.

- Expertise in systems required to review capacity, limitation, delivery and results
- Responsible for analyzing and documenting findings, making recommendations, and revising system logic difficulties
- Supports systems design, implementation and testing.
- Responsible for creating detailed specifications from which software programs will be written
- May be required to perform cost/benefit/risk analysis
- Facilitate focused, effective meetings with clear agendas and thorough meeting minutes
- Define and develop, with guidance, detailed business requirements while identifying, tracking and resolving business systems issues
- Assess, research, analyze and document sponsor/stakeholder needs in accordance with Project Life Cycle utilizing reporting tools, requirements gathering methodologies, process models, data models and prototypes
- Recommend business solutions that satisfy sponsor/stakeholder needs continually exploring and assessing options for value-add for clients
- Works with internal leadership to identify tasks and scheduling
- May work closely with or delegate assignments to other members of the immediate workgroup.
- May complete end user documentation and prepare training material
- Develop and execute test plans to ensure quality
- Facilitate small group meetings and one-on-one interviews

Knowledge and Experience:

- Bachelors degree in Computer Science, Computer Engineering or related field; relevant experience considered
- 3-6 years; experience as a business systems analyst
- Advanced verbal and written communication skills
- Advanced facilitation and presentation skills
- Advanced ability to resolve minor conflicts/issues using different tactics for prior to escalation
- Advanced knowledge of cost/benefit analysis, risk assessment and quantification methodologies
- Demonstrated ability in the following methods: interviewing, data modeling, business process modeling, business object modeling and user interface

- Strong Interpersonal skills and ability to work well within a team
- Creative thinker with problem solving skills
- Ability to drive results and mentor and provide constructive feedback
- Analytical and detailed oriented
- Ability to work independently
- Organized with strong time management

Title: Data Analyst

The successful candidate will turn data into information and insights that will help support business decisions. They will work closely with the data team to interpret data, analyze results using statistical techniques and provide ongoing reports.

- Develop and implement databases, data collection systems, data analytics and other strategies that optimize statistical efficiency and quality.
- Acquire data from primary or secondary data sources and maintain databases/data systems.
- Identify, analyze, and interpret trends or patterns in complex data sets.
- Filter and “clean” data by reviewing computer reports, printouts, and performance indicators to locate and correct code problems.
- Work with management to prioritize business and information needs.
- Locate and define new process improvement opportunities.
- Develop end to end reporting solutions for complex processes.
- Gather business requirements, design and build automated reporting solutions in Tableau.
- Analyze, inspect and create reports against various data sources in Hadoop, SQL.
- Present the report findings to line of business reps to drive actions.
- Provide deep analysis on internal data sets and recommend/build aggregates, dashboards and scorecards to be used for reporting at detail and management level.
- Provide Tableau reporting expertise and knowledge to implement decision-based reporting solutions.
- Enhance and maintain existing production Tableau dashboards.
- Responsible for incoming reporting requests and liaise between the reporting groups to accomplish monthly release cycles.

Knowledge & Experience:

- 5+ years of experience as a data analyst or data scientist
- 3+ years of experience with querying in Hadoop, e.g. Spark, Hive
- 3+ years of experience with a programming language, e.g. Python, Scala
- 3+ years of experience in developing and optimizing Tableau data sources, dashboards and stories
- Technical proficiency with SQL and relational databases
- Ability to understand API Specs, identify relevant API calls, extract/transform data and implement SQL friendly data structures
- Excellent analytical and problem solving skills
- Strong communication and presentation skills
- Demonstrated ability working with multiple teams to complete critical achievements under pressure with tight deadlines
- Experience with Jupyter Notebook, Airflow preferred

- Strong understanding of large-scale content management systems and data modeling strongly preferred

Title: Database Administrator

DBA will be an integral part of the team and should have complete focus on tracking and resolving database related incidents and requests within SLAs, reviewing service-related reports (e.g.: database backups, maintenance, monitoring) on a daily basis to ensure service-related issues are identified and resolved.

- Assists in planning, implementing, and maintaining a production MSSQL database server environment
- Supports a robust security program by following best practices related to the database server environment
- Responds to database-oriented Engineering helpdesk requests
- Maintains automation scripts written in PowerShell
- Maintains system performance by performing system monitoring and analysis, and performance tuning
- Troubleshooting system hardware, software, networks and operating and system management systems
- Designing and running system load/stress testing; escalating application problems to vendors
- Performs system upgrades in collaboration with operation staff and external service providers as needed
- Ready to work in shift, if required
- Other duties may be assigned, as required

Knowledge and Experience:

- BS in Computer Science or equivalent education
- 1-2 years' of MSSQL database administration experience
- Minimum of 2 Years of T-SQL programming experience
- Minimum 2 years of development experience using SQL Server Integration Services (SSIS) and SQL Server Reporting Services (SSRS)
- 2 years of experience importing and exporting data from non-SQL data-sources such as Excel, and delimited flat files
- Experience supporting large databases with heavy online and batch activities
- Good knowledge of High Availability (HA), Always On and Disaster Recovery (DR) options for MSSQL Server
- Experience troubleshooting and resolving database integrity issues, performance issues, security issues
- Experience with data modeling and design
- Experience with backups, restores and database recovery models

- Experience in Performance Tuning and Optimization (PTO), using native monitoring and troubleshooting tools like Idera
- Excellent analytical, problem solving, oral and written communication skills
- Great team player and a self-starter
- A basic understanding of Storage Area Network concepts and technologies.

Title: GIS Analyst

The Geographic Information Systems (GIS) Analyst will have the responsibility of analyzing data, creating client-facing content, and presenting it in a compelling way. They will interpret client needs, find the information that addresses those needs, and present the data in the best format possible. This is a great opportunity for an analytically minded individual willing to learn multiple tools and technologies.

- Create captivating visualizations, integrating JLL's proprietary research data for the purposes of business development, external distribution, and client requests
- Produce interactive maps, reports, and presentations that bring research content and real estate data to life
- Assist on projects from initial debrief to finished product with significant self-direction and limited oversight
- Respond to internal stakeholder and external client requests for data and information
- Desire to develop communication and presentation skills necessary for client facing interactions
- Develop and share best practice standards for the region and the Americas Research Group

Knowledge & Experience:

- 1 – 3 years of related GIS experience, real estate knowledge a plus
- BS/BA in geography, GIS, urban planning, economics, or relevant experience
- Working knowledge of the Esri platform: ArcMap/ArcGIS Pro, ArcGIS Online, and ArcGIS Applications
- Comfort with analysis and visualization tools (such as Excel, PowerPoint, Tableau) and Adobe Creative Suite
- Strong written and oral communication skills and the ability to work independently and collaboratively
- Experience managing workload, ability to multi-task, succeed under pressure and effectively manage time

Title: IT Support Specialist

Provides support services to internal and/or external users for software, applications, hardware, and telecommunications related issues. Troubleshoot core bank applications, Microsoft applications, hardware errors, and Operating System. Collect information, open tickets, perform triage, and resolve or escalate issues related to new hardware/software requests, network, application software and telecommunications to the appropriate staff.

- Assist and support users with the use of core banking applications, standard software, Windows, MS Office and other business solutions. Answer, evaluate, and prioritize incoming telephone, voicemail, email, and Self-Service site requests for assistance.
- Maintain the Technical Support Software (ServiceNow) by identifying trends and accurately capturing details to enable the Problem Management function to improve IT processes and systems through accurate reporting.
- Create and update documentation on established Technical Support procedures and processes, problem resolution steps, and escalation procedures. Make recommendations to management on updates and changes needed
- Identify and troubleshoot hardware, software, operating system, mobility, and telecommunication issues.
- Responsible for installing, configuring, troubleshooting, and resolving incidents with respect to networking and desktop environments, including LANs, WANs, remote access, and VPNs.
- Perform diagnostic techniques to identify problems, investigate causes, and recommend solutions to correct common failures utilizing remote access tools.
- Responsible for performing installations and configuring computers/laptops using standard processes and tools.
- Partner in a 24X5 global support team. May be required to be on-call during specific times/projects. Escalates complex problems to higher level of expertise within the organization.

Knowledge & Experience:

- High school diploma or GED or the equivalent in vocational training. College degree in information technology preferred.
- Previous practical experience in a personal computer network environment. One year of IT related Help Desk experience required.
- A+ certification required. MCDST (Microsoft Certified Desktop Support Technician) certification preferred.

- Knowledge of TCP/IP Protocols and PC knowledge, including hardware and software configuration, directory tree structure, Windows Messaging services, Active Directory, and Internet Explorer.
- Good working knowledge of Windows Operating Systems, Microsoft Office software package, Active Directory, and system management tools. Proficient in MS Office Suite, Enterprise Networks, banking computer system, and print device troubleshooting in a networked environment.
- Possess outstanding customer service skills and the ability to communicate highly technical information to both technical and non-technical staff.
- Good research, analytical, problem solving, and troubleshooting skills. Ability to manage time efficiently and work under stressful conditions.
- Good working understanding of computer hardware architecture concepts and technology related terminology. Ability to effectively log tickets in call tracking software.

Title: Network Administrator

Responsible for the overall integration of the enterprise-wide network, including reliability, planning, design, installation, maintenance, management, and coordination of the company networks. Participates in the development of strategy for information systems and the design infrastructure necessary to support that strategy. Advises on selection of technological purchases with regard to network infrastructure, data storage, data access, and applications support. Ensures continued uninterrupted service through identification and problem resolution.

- Under general supervision, design, recommend, administer, and/or maintain wide area network
- Remain current on border routing protocols, make recommendations, and troubleshoot issues
- Under general supervision, design, recommend, administer, and/or maintain remote access systems, protected network access, firewalls, wireless, and associated access controls
- Monitor, install, and configure all network systems
- Proactively discover ways to improve performance of assigned systems
- Remain current on new infrastructure technology and champion initiatives to evaluate and recommend improvements
- Document network systems and keep documentation up to date
- Retire and remove legacy systems as they are no longer relevant
- Under general supervision, design, recommend, administer, and/or maintain servers, including web filtering appliances, intrusion detection appliances, network optimization and aggregation appliances, firewalls, backup systems, server racks, and switching technologies
- Help design, recommend, administer, and/or maintain network storage infrastructures and replication infrastructure
- Monitor and report the status of assigned hardware systems and recommend changes
- Proactively look for ways to improve performance of assigned systems
- Maintain hardware device firmware and software
- Proactively monitor company hardware infrastructure and respond to alerts

Requirements:

- A four-year degree in computer science, MIS or related field, or five years of directly relevant work experience and/or training
- Experience with Palo Alto firewalls
- Proficient knowledge and experience with the following technologies:

- IP routing and virtualization in a Wide Area Network – MPLS, VRF, IPSEC
- BGP, OSPF, EIGRP, Ethernet, and TDM configuration and operation
- Cisco Enterprise and Industrial routing and switching platforms, modules, and configuration
- WAN performance, optimization, configuration, and assurance techniques
- Back-office network management and authentication systems
- Wireless LAN configuration, operation, and maintenance
- IP subnetting
- IP protocols
- Configuration and operation of LAN switching technology – VLANs, Trunking, FHRP's
- Proficient knowledge of network security best practices with hands on experience configuring Access Control Lists, TACACS+, SNMP, AAA, SSH
- Ability to interact with a diverse user base in a competent and professional manner required
- Performs most tasks and projects independently (without close supervision or guidance)
- Performs project management duties on some key initiatives
- Excellent analytical, problem solving, and organizational skills required
- Project and time management skills required
- Presentation and training skills required
- Provide after-hours support in an on-call rotation, including nights and weekends

Title: Project Coordinator/Assistance

The Project Coordinator will be assisting the Project Manager with project plans and supporting documentation, while ensuring that assigned projects meet strategic business objectives for clients. Additional duties include:

- Adhere to established PMO standards and take direction from PMO Team on project management best practices and approach
- Interacting and coordinating with different departments and team members, driving communication and collaboration.
- Assisting the Project Team leaders with the following:
 - Project Management Plan
 - Resource Management
 - Meetings (prep, notes, action items)
 - Business Requirements
 - Communication Plans
 - Work Breakdown Structures
 - Project Budgets and Forecasts

Knowledge and Experience:

- BS in Computer Science, Engineering, or a related field; or equivalent experience
- 1+ years directly related experience
- Superior communication skills (verbal and written)
- Good understanding of the project lifecycle
- Proficient with all the Microsoft Office products, particularly Excel, SharePoint, and Teams
- Demonstrated ability to track and drive issues
- Good soft skills and an ability to deal with ambiguity
- Financial forecasting and budgeting background is a plus
- The person in this roll will need to have outstanding customer service and communication skills.
- Preferred experience with MS Project and Azure DevOps

Title: Project Manager

Project Manager drives development of project plans and supporting documentation, while ensuring that assigned projects meet strategic business objectives for clients. The Project Manager works closely with business users to evaluate, recommend, and implement technical and process solutions to enhance business value of operations and assists in the decision-making process by providing complete, current, reliable, and objective information.

Essential duties and responsibilities include, but are not limited to, the following:

- Effectively identify, prioritize, and translate business goals/objectives into information technology strategies/solutions
- Work with vendor project teams and internal core team to ensure deliverables and timelines are being met
- Interact with business partners through process modeling to understand, identify, and define project scope, cost, and resource estimates
- Adhere to established PMO standards and take direction from PMO Team Members on project management best practices and approach
- Development of project charter and governance plan development
- Monitor project resources, set priorities, and clarify tasks and assignments
- Development of the Project Management Plan
- Develop the project resource plan and facilitate onboarding of project resources
- Facilitate a formal project kick-off meeting
- Development of business requirements in partnership with the business and vendor teams
- Develop work breakdown structure and schedule with critical path identified
- Create and maintain the Integrated Project Plan (IPP). The IPP will be updated and published every two weeks, at a minimum, and shared with the core team, vendor teams, PMO, and essential stakeholders
- Plan and lead project core team meetings, project manager meetings, steering committee meetings, and other project related meetings
- Tracking and aging of project action items and key decisions
- Management of project budget, actuals, cash flows, and forecast
- Bi-weekly project status reports
- Active risk and issue management: identify, manage, and as appropriate, escalate project issues and risks to the appropriate person
- Prepare and distribute meeting agendas and meeting minutes
- Provide Project specific guidance and recommendations throughout the duration of the Project
- Plan for and manage a project go-live readiness assessment and cut-over process.

- Manage effective transition from project to operations.
- Lead Project closeout and facilitate a lessons-learned workshop in partnership with the PMO.

Requirements:

- BS in Computer Science, Engineering, or a related field; or equivalent experience
- 5-7 years directly related experience
- Superior communication skills (verbal and written)
- Good understanding of the project lifecycle
- Proficient with all the Microsoft Office products, particularly Excel, SharePoint, and Teams
- Demonstrated ability to track and drive issues
- Good soft skills and an ability to deal with ambiguity
- Financial forecasting and budgeting background is a plus
- PMP highly desired
- PMP, Scrum Master, Agile-PMP, or equivalent Agile certification highly desired
- The person in this roll will need to have outstanding customer service and communication skills.
- Preferred experience with MS Project and Azure DevOps
- Experience managing all phases (Initiation, Planning, Execution, and Closure) large, enterprise level ERP or cloud projects
- Contracts / legal / vendor management experience
- Strong technology / network/ security systems background preferred

Title: Software Developer

Primary responsibilities include consulting with end users and stakeholders, developing web-based applications and conducting technical analysis of systems and applications in order to implement, configure and test commercial-off-the-shelf applications. Additional responsibilities include the investigation and remedy of problems with existing systems and applications.

- Collaborate with peers on software design, maintenance, troubleshooting, and new feature implementation
- Provide accurate story and project estimations
- Perform peer code reviews
- Contribute ideas to continually improve the team's productivity and code quality
- Guide and mentor less experienced developers while remaining a productive coder wherever necessary
- Creating database schemas that represent and support business processes
- Analyze system architecture and structure requirements
- Implementing Unit tests

Qualifications & Requirements:

- Full stack development experience in a Windows environment using object-oriented programming
- Strong understanding of Agile/Scrum methodology
- Front-end: experience with Angular 1.3+, CSS, JavaScript, Vue
- Back-end: experience with .NET, C#, SQL Server, Web Services (REST, ODATA, Vue)
- Experience architecting large software systems and enterprise integrations
- Solid grasp and fluent in common design patterns
- Tools: TFS, git, Visual Studio and VS Code

Preferred Skills & Competencies:

- SharePoint 365
- Familiarity with continuous integration
- Front-end: Sass, TypeScript, ES2017
- Back-end: Oracle
- Cloud: AWS, Azure
- Other: Experience with CI/CD, UI/UX design skills
- Strong frontend dev with familiarity to .NET backend and strong .NET dev with some hands-on front-end development skills

Title: Systems Administrator

Ideal candidate will be a motivated generalist who also works to resolve user tickets and is excited to be involved in nearly every aspect of technology. Above all else, we seek someone who is driven, friendly, and technical, and has a willingness to contribute in a meaningful way to support the needs of the company.

- Monitor systems and networks for issues or potential issues and be proactive in recommending appropriate resolutions
- Perform workstation imaging, inventory and asset management, and software installation and upgrades
- Support end users directly, with consistent follow through and issue resolution
- Perform routine maintenance and patching of systems
- Script and automate software installations and other changes
- Install, upgrade, and configure workstations, servers, network appliances, etc.
- Follow, maintain, and develop comprehensive written documentation
- Ensure company data and systems are secure and protected

Knowledge & Experience:

- B.S. in Computer Science, Information Science, IT/IS or similar, or 4 years' experience as a mid-career system admin or equivalent role
- In-depth knowledge of Active Directory, Group Policy, and backup and replica processes and best practices
- Proficient in Office 365, Windows 10, and Windows Server (2012R2/2016/2019), and in scripting Windows batch and/or PowerShell
- Familiar with switching and routing basics such as DHCP, DNS, VLANs, firewalls, VPNs, WLANs, iSCSI, etc.
- Experience managing virtual server environments with shared storage, such as VMWare vSphere or Hyper-V
- Proactive and relentless approach to troubleshooting
- Effective, professional, and courteous communicator

Preferred Qualifications:

- Certifications in MCSA/MCSE/CCNA/JNCP, or similar.
- Familiar with Autodesk products such as Autocad/Civil 3d, Infraworks, and with Veeam Backup & Replication
- Experience with Hyper-V/Failover Cluster management, HPE Nimble/TrueNAS storage, Kace K2000 Systems Imaging/Kace K1000 Systems Management,

SNMP/Syslog (PRTG), Juniper, Meraki, SSO/MFA (Duo), Linux (CentOS), and/or
DirectAccess/Always-On VPN

License Information:

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

Entity name: VOLT MANAGEMENT CORP.

Business name: VOLT MANAGEMENT CORP

Entity type: [Profit Corporation](#)

UBI #: 601-516-248

Business ID: 001

Location ID: 0023

Location: Active

Location address: 1420 N MULLAN RD
STE 110
SPOKANE VALLEY WA 99206-4333

Mailing address: TAX DEPT
PO BOX 13500
ORANGE CA 92857-8500

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident	T12033544BUS			Active	Dec-31-2022	Oct-15-2012
Spokane Valley General Business				Active	Dec-31-2022	May-05-2016



Governing People

May include governing people not registered with Secretary of State

Governing people	Title
AVEDISSIAN, NANCY	
HOWELL, DIANE	
MUELLER, HERB	
NAUJOKAS, LEONARD	
PERNEAU, LINDA	

Registered Trade Names

Registered trade names	Status	First issued
VOLT SERVICES GROUP	Active	Jul-14-1994
VOLT WORKFORCE SOLUTIONS	Active	Jun-06-2007

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/17/2022 8:40:25 AM

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[Check if your browser is supported](#)





CERTIFICATE OF LIABILITY INSURANCE

OPR 2017-0876

Page 1 of 1

DATE (MM/DD/YYYY)
12/09/2021

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

INSURED
Volt Workforce Solutions, a division
of Volt Management Corp.
2401 N. Glassell St
Orange, CA 92865

RECEIVED

DEC 16 2021

CITY CLERK'S OFFICE

CONTACT NAME: Willis Towers Watson Certificate Center**PHONE**
(A/C, No. Ext): 1-877-945-7378**FAX**
(A/C, No): 1-888-467-2378**E-MAIL ADDRESS:** certificates@willis.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Columbia Casualty Company

31127

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** W23049019**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		652057576	12/08/2021	12/08/2022	Limit \$1,000,000
						Retention \$1,000,000

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

Re: Agreement City OPR Number 2017-0876 EVIDENCE OF INSURANCE.

CERTIFICATE HOLDER

City of Spokane
Attn.: Shelley McCarrey 808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

OPR 2021-0419

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR# 23657

Agenda Item Name

5300 LOGRHYTHM ANNUAL MAINTENANCE & SUPPORT

Agenda Wording

Contract renewal with NDM Technologies for the purchase of LogRhythm Annual Maintenance and Support. Company was originally selected via GSA Contract GS-35F-0511T. Contract amount is \$19,591.00 with tax, contract term to begin 6/1/2022 - 5/31/2023.

Summary (Background)

LogRhythm is the Security Information and Event Management (SIEM) tool the Security Office uses to perform centralized logging and security monitoring for critical servers and network systems. Addendum in April of 2022 for \$41,822.90 including tax, for the purchase of an additional server. Bringing the annual total expenditure cost over the \$50,000 threshold. The 2021 contract amount was \$19,050.17, including tax.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 19,591.00

5300-73150-18850-54820

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session\Other5/23/2022 Finance
Committee**Division Director**

SLOON, MICHAEL

Council Sponsor

CM Michael Cathcart

Finance

MURRAY, MICHELLE

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

NDM - Dusty Miller at dmiller@ndm.net

Committee Agenda Sheet

Finance & Administration Committee

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: 5/16/2022
Agenda Item Name	Continuation for LogRhythm License Ongoing annual maintenance and support for City's network and server monitoring infrastructure.
Summary (Background)	LogRhythm is the Security Information and Event Management (SIEM) tool the Security Office uses to perform centralized logging and security monitoring for critical servers and network systems. NDM Technologies was selected through GSA Contract - GS-35F-0511T. The contract term will begin June 1, 2022 and shall run through May 31, 2023. Contract amount is \$19,591.00, including tax. The 2021 contract amount was \$19,050.17, including tax. Addendum in April of 2022 for \$41,822.90 including tax, for the purchase of an additional server. Bringing the annual total expenditure cost over the \$50,000 threshold.
Proposed Council Action & Date:	Pass Council on June 6, 2022
Fiscal Impact: Total Cost: \$19,591.00 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: 5300-73150-18850-54820 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?	
Not applicable – annual software maintenance	
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 – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service of our Information Security Office and ITSD objectives.



CITY OF SPOKANE

CONTRACT RENEWAL

**Title: LOGRHYTHM ANNUAL
MAINTENANCE AND SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NDM TECHNOLOGIES** whose address is 802 North Fancher Road, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide LogRhythm Annual Maintenance and Support, in accordance with the quote, attached as Attachment B; 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 June 15, 2021, 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 June 1, 2022 and shall run through May 31, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTEEN THOUSAND NINE HUNDRED SEVENTY-THREE AND 39/100 DOLLARS (\$17,973.39)**, and applicable sales tax, in accordance with Company's Renewal Quote Number 026879, 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.

NDM TECHNOLOGIES

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:

Attachment A – Certification Regarding Debarment
Attachment B - Company’s Renewal Quote Number 026879

M22-075a

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



We have prepared a quote for you

LogRhythm Renewal

Quote # 026879
Version 1

Prepared for:

City of Spokane

Dan Wordell
dwordell@spokanecity.org

Quote Summary

Description	Amount
Renewal	\$17,973.39

Subtotal: **\$17,973.39**

Tax: **\$1,617.61**

Total: **\$19,591.00**

Renewal

Description	Price	Qty	Ext. Price
1 Year Renewal of Standard Maintenance and Support Services for software portion of appliance converted to ULP Start Date: 6/1/2022 End Date: 5/31/2023 Covered Products: XM6431 - SW Only	\$16,985.84	1	\$16,985.84
1 Year Renewal of Prepaid Standard Maintenance and Support Services, variable pricing at 20% annually of products price Start Date: 6/1/2022 End Date: 5/31/2023 Covered Products: LR-SMP-1-49 (11) LR-SML-1-99 (4)	\$987.55	1	\$987.55

Subtotal: **\$17,973.39**

LogRhythm Renewal

Prepared by:



NDM Technologies
Robert Blomgren
888-864-1641 X:227
Fax 888-833-9443
rblomgren@ndm.net

Prepared for:

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201
Dan Wordell
dwordell@spokanecity.org
(509) 842-2835

Quote Information:

Quote #: 026879
Version: 1
Delivery Date: 03/15/2022
Expiration Date: 03/31/2022

Purchase Order Option:

PO Number: _____

Email: _____

Name: _____

Phone: _____

Non-Purchase Order Option:

Customer (signing authority): PLEASE INITIAL HERE _____ to indicate that this Order can be invoiced from this Sales Order Form and a PO is not required.

NDM Technologies can accept this form as binding commitment to pay for NDM Services and/or products in accordance with the Agreement (s). Billing details are as follows:

Signing Authority Information:

Email: _____

Name: _____

Phone: _____

This Quote is valid for 30 days unless otherwise noted. Taxes, shipping, handling and other fees may apply. The Customer is responsible to pay for all state and local taxes that apply to this sale. Any/all opened products may not be eligible for return. Returns may require additional fees. Services are not included unless otherwise described as services in this quote.

This quote is governed by the terms and conditions of the Master Services Agreement ("MSA"). The MSA is located at:
<https://www.ndm.net/msa>

Payment in full due in 30 days.

Signature

Date

< Business Lookup

License Information:

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

Entity name: NETWORK DESIGN & MANAGEMENT, INC.

Business name: NDM TECHNOLOGIES

Entity type: [Profit Corporation](#)

UBI #: 601-839-130

Business ID: 001

Location ID: 0002

Location: Active

Location address: 802 N FANCHER RD
SPOKANE VALLEY WA 99212-1016

Mailing address: 802 N FANCHER RD
SPOKANE VALLEY WA 99212-1016

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane Valley General Business	01823			Active	Dec-31-2022	Mar-04-2004

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

Governing people	Title
MILLER, DUSTON	
MILLER, SANDRA	

Registered Trade Names

Registered trade names	Status	First issued
NDM TECHNOLOGIES	Active	Sep-25-2012

The Business Lookup information is updated nightly. Search date and time: 3/15/2022 2:31:10 PM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





NETWDES-01

CRESTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2022

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 Hub International Northwest LLC PO Box 3144 Spokane, WA 99220	CONTACT NAME: PHONE (A/C, No, Ext): (509) 747-3121		FAX (A/C, No): (509) 623-1073
	E-MAIL ADDRESS: nowspkinfo@hubinternational.com		
INSURED Network Design & Management Inc dba NDM Technologies 802 N Fancher RD Spokane, WA 99212	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Fire Insurance Company of Hartford		20478
	INSURER B : Continental Casualty Company		20443
	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	2099541182	8/24/2021	8/24/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2099541182	8/24/2021	8/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<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 \$ 10,000			2099534216	8/24/2021	8/24/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> 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 \$
A	Errors & Omissions			2099541182	8/24/2021	8/24/2022	\$10,000 Deductible 5,000,000
A	Errors & Omissions			2099541182	8/24/2021	8/24/2022	Aggregate Limit 10,000,000

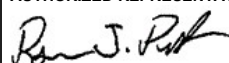
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Subcontract Agreement.

City of Spokane is included as Additional Insured, Coverage is Primary and Non-Contributory, and Waiver of Subrogation applies per the attached forms/endorsements.

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 
---	---

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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1.b.	Definition of "written contract"
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II.	Liability Extension Coverages
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B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
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E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
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I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

- a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
 - (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

- c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

20020008220954 11826596



i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage" or "personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For **"bodily injury," "property damage," or "personal and advertising injury"** arising out of the rendering or failure to render any professional services;
- (2) For **"bodily injury" or "property damage"** included in the **"products-completed operations hazard."** But this provision (2) does not apply to such **"bodily injury" or "property damage"** if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and
 - (b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury" or "property damage"**; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:
 - (a) The **"bodily injury" or "property damage,"** or
 - (b) The offense that caused the **"personal and advertising injury"**;for which the additional insured seeks coverage.

- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your **"employees"** for **"bodily injury"** that results from providing cardiopulmonary resuscitation or other first aid services to a co-**"employee"** or **"volunteer worker"** that becomes necessary while your **"employee"** is performing duties in the conduct of your business. Your **"employees"** are hereby insureds for such services. But the insured status conferred by this provision does not apply to **"employees"** whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

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

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

Paragraphs **1, 3, and 4**, of this exclusion do not apply to **"property damage"** (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

200200082209954 11826554



TECHNOLOGY SERVICES COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

It is understood and agreed as follows:

- I. Under the section entitled **Exclusions**, the paragraph entitled **Applicable To Business Liability Coverage** is amended to make the following changes to the exclusion entitled **Professional Services**:
 - A. Paragraph (12) is deleted.
 - B. The following is added:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the insured's rendering of or failure to render "technology services."
- II. Under the section entitled **Liability and Medical Expenses Definitions**, the following definition is added:
 - "Technology services" means the following services performed for others:
 - a. Web-site design or consulting services;
 - b. Electronic data processing services;
 - c. Computer programming or consulting services;
 - d. Creation, development, modification, repair, selling, distributing, licensing, franchising or furnishing any computer software, programs, designs, specifications, manuals or instructions;
 - e. Evaluation, consultation or advice given concerning telecommunications equipment or services;
 - f. Advice, consultation, evaluation, inspection, supervision, quality control or phone network setup, including central office cabling, done by or for you on a project on which you serve as a telecommunications equipment or service provider; or
 - g. The failure of any insured to adequately provide internet access or telecommunication services.
- III. Under the section entitled **Who Is An Insured**, the following is added:

Notwithstanding anything to the contrary anywhere in this Policy, no one who qualifies as an additional insured under any endorsement attached to this Policy is an insured with respect to "bodily injury", "property damage" or "personal and advertising injury" caused by the rendering of or failure to render "technology services." However, if the endorsement entitled **ADDITIONAL INSURED – VOLUNTEER WORKER** is attached to this Policy, this provision, and provision (1)(a) of that endorsement, do not apply to "bodily injury" or "property damage" caused by "volunteer workers" while performing duties related to the conduct of your business.
- IV. On the form entitled **BUSINESSOWNERS COMMON POLICY CONDITIONS**, and with respect only to the coverage provided by this endorsement, the condition entitled **Other Insurance** is amended to add the following paragraph 2.c.:
 2. Business Liability Coverage is excess over:
 - c. Any other insurance available to the insured for any insured's rendering of or failure to render "technology services" or other professional services.

All other terms and conditions of the Policy remain unchanged.

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

06/06/2022

Date Rec'd

5/24/2022

Clerk's File #

OPR 2021-0713

Renews #**Cross Ref #****Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**

MARCIA DAVIS 625-6398

Project #

2018099

Contact E-Mail

MDAVIS@SPOKANECITY.ORG

Bid #

RFQ 5479-21

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**

4250 – CONTRACT AMENDMENT FOR WELL ELECTRIC NEW WELL FIELD STUDY

Agenda Wording

Contract Amendment to allow additional site across the river to be analyzed including the addition of one monitoring well for groundwater development evaluation.

Summary (Background)

The goal of this field study is to determine if new deeper wells will not influence the river. After this project was underway, staff recognized City-owned property across the river from the existing well station could potentially be used for the well station. The intent is to amend the existing contract with GSI Water Solutions to allow for this additional site across the river to be analyzed including the addition of one monitoring well for groundwater development evaluation.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 110,550.00

4250-42300-94340-56501-15788

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session\Other

5/23 PIES

Division Director

FEIST, MARLENE

Council Sponsor

Kinnear

Finance

KECK, KATHLEEN

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**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

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John Porcello jporcello@gsiws.com

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Marcia Davis 625-6398
Contact Email	mdavis@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract Amendment for Well Electric New Well Field Study
Summary (Background)	<p>GSI Water Solutions, Inc. was selected to complete the Well Electric New Well Field Study in October 2021. This 1920s-era well station needs to be rebuilt and an earlier study recommended constructing deeper wells in 2 new buildings at the site. The goal of this field study is to determine if new deeper wells will not influence the river. Currently, during high river flows (over 15,000 cfs), Well Electric stops producing water due to potential river influence.</p> <p>After this project was underway, staff recognized City-owned property across the river from the existing well station could potentially be used for the well station. There are several advantages for this site including the ability to serve customers on the north side of the river without needing to construct another river crossing, redundancy for supply and operational data, and added resiliency to the system.</p> <p>The intent is to amend the existing contract with GSI Water Solutions to allow for this additional site across the river to be analyzed including the addition of one monitoring well for groundwater development evaluation.</p>
Proposed Council Action & Date:	Approve amended scope and fee for contract
Fiscal Impact: Total Cost: <u>\$110,550</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: Integrated Capital Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</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?

N/A – This is a public works project to address drinking water capacity and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.

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

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.

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 is consistent with our adopted six-year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



City of Spokane

CONTRACT AMENDMENT

Title: **WELL ELECTRIC NEW
WELL FIELD STUDY**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GSi WATER SOLUTIONS, INC.**, whose address is 55 SW Yamhill Street, Suite 300, Portland, Oregon 97204 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform a Well Electric New Well Field Study; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated November 15, 2021 and November 19, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on April 1, 2022 and shall run through June 30, 2023.

3. AMENDMENT.

The original Agreement is hereby amended to allow a Task 8 - North Site Evaluation in accordance with the attached Scope of Work and Fee Schedule.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$110,550.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

GSI WATER SOLUTIONS, 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:
Consultant's Scope of Work and Fee Schedule

22-095

TASK 8

Groundwater Development Evaluation of the Site Across the River from the Well Electric Well Station

- One deep exploration boring converted to a monitoring well at the planned location along the right-of-way west of the existing well station (i.e., south of the river)
- One deep exploration boring converted to a monitoring well at the parcel across the river
- One test well at either location (i.e., one or the other) based on findings from the two deep exploration boreholes and City preference
- One shallow monitoring well installed next to the test well
- Conduct a site visit
- Evaluate setbacks and identifying a target drilling/work area
- Develop conceptual well design(s)
- Evaluate water disposal options and identifying a preferred location
- Develop a work sequence between the north and south sites
- Develop additional technical specifications
- Conduct utility locates
- Provide additional construction management support and managing the drilling contractor
- Collect soil samples for sieve analyses
- Analyze grain-size distributions and developing screen design
- Collect groundwater quality samples
- Generate a boring log and as-built diagram
- Refine/update the groundwater model
- Conceptualize facility layout
- Reporting and Task management

Well Electric Wellfield Feasibility Study - Estimated Additional Fee to Evaluate North Site

City of Spokane, WA

Task No. - Description	Initial Budget	Estimated Additional Fee to Evaluate North Site				
		GSI	Murraysmith	Landau	PQ Products	Total Additional Estimated Fee
Task 1 - Field Program Planning	\$ 56,100.00	\$ 6,500.00	\$ 2,600.00	\$ 6,400.00	\$ 450.00	\$ 15,950.00
Task 2 - Test Well Installation and Field Investigation	\$ 249,900.00	\$ 8,500.00	\$ 2,600.00	\$ 43,500.00	\$ 950.00	\$ 55,550.00
Task 3 - Data Analysis, Evaluation, and Recommendations	\$ 61,800.00	\$ 10,000.00	\$ -	\$ 3,750.00	\$ 300.00	\$ 14,050.00
Task 4 (optional) - Wellfield, Pumping System, and Facility Conceptual Plans	\$ 55,200.00	\$ 5,000.00	\$ 10,400.00	\$ 700.00	\$ -	\$ 16,100.00
Task 5 (optional) - Report	\$ 44,000.00	\$ 3,000.00	\$ -	\$ 5,900.00	\$ -	\$ 8,900.00
Task 6 (optional) - Transmission Main Analysis and River Crossing Feasibility Assessment	\$ 115,900.00	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 (optional) - Additional As-Needed Services	\$ 48,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
ESTIMATED TOTAL	\$ 631,700.00	\$ 33,000.00	\$ 15,600.00	\$ 60,250.00	\$ 1,700.00	\$ 110,550.00



Proposal

To: Marcia Davis, PE / City of Spokane Integrated Capital Management
From: Kenny Janssen, LG / GSI Water Solutions, Inc.
John Porcello, LHG / GSI Water Solutions, Inc.
Date: October 14, 2021
RE: Well Electric Wellfield Feasibility Study

Dear Marcia –

This document presents a scope of work and associated fee estimate for GSI Water Solutions, Inc. (GSI) – and our teaming partners Landau Associates, Inc. (Landau), Murraysmith, and PQ Products – to provide professional hydrogeologic and engineering services to the City of Spokane (City) for site evaluation, monitoring and test well drilling and construction, aquifer testing, groundwater modeling, and conceptual wellfield development planning services at the Well Electric Well Station site. GSI and its teaming partners have developed this scope of work and fee estimate based on City-identified project work elements that were presented in Request for Qualifications (RFQu) 5479-21, a proposed work plan presented in our team's September 2021 Statement of Qualifications submitted in response to the RFQu, and information provided during a September 23, 2021 scoping meeting between the City and GSI staff. We also have included optional tasks for related work activities and as-needed support services.

The objectives of this project are to address key data gaps and uncertainties identified as part of the 2018/2019 Well Electric Well Station Evaluation Study, and to determine if a wellfield completed in the deep sand unit is feasible and whether it will achieve City water production goals without the concern of surface water interaction from the Spokane River. Our proposed services include exploratory drilling, well construction and testing, numerical modeling analyses, and a groundwater development feasibility assessment. Together, these activities will help the City understand whether a new wellfield on this property can address the existing groundwater production limitations at this well station.

Scope of Services

This section describes the services that the GSI team will provide the City and our estimated fee to complete these efforts. The proposed scope of services will consist of three primary tasks and four optional tasks:

- Task 1 – Field Program Planning
- Task 2 – Test Well Installation and Field Investigation
- Task 3 – Data Analysis, Evaluation, and Recommendations
- Task 4 (optional) – Wellfield, Pumping System, and Facility Conceptual Plans
- Task 5 (optional) – Report
- Task 6 (optional) – Transmission Main Analysis and River Crossing Feasibility Assessment

- Task 7 (optional) – Additional As-Needed Services

The following subsections describe the components and assumptions associated with each of the tasks listed above. The estimated cost for each task and the total estimated project cost are provided in **Table 1**.

Task 1 – Field Program Planning

Task 1 will be conducted primarily to design the aquifer test and monitoring well network and begin preparing for the field program (which will be conducted under Task 2, Test Well Installation and Field Investigation). The consulting team will use the City's existing groundwater flow model to identify the target pumping rate and duration for the aquifer test and to inform the design basis for the test well and monitoring wells, including their locations. The consulting team also will work with the City to select a test well pumping rate that does not exceed the available capacity of the combined sewer system to which water generated from the pumping test might be discharged.

Specific work activities that will be completed for this task include:

- Installing pressure transducers in existing wells (e.g., Caisson Well 1 and monitoring well WE-MW1) for baseline groundwater level monitoring in the shallow gravel unit (Caisson Well 1) and the deep sand unit (monitoring well WE-MW1).
- Checking the functionality and position of the pressure transducer installed in the Spokane River immediately below the tailbay of Upriver Dam.
- Groundwater modeling to assess the aquifer's hydraulic response at various distances from a pumping well to constant-rate pumping at up to three different rates and for various pumping durations. This will make use of the version of the City's numerical groundwater model that was updated in 2018/2019 for the prior study at the Well Electric Well Station.
- Evaluating potential water disposal options, including evaluating existing and proposed piping and discharge limitations.
- Identifying potential locations for the test well and two new monitoring wells while avoiding conflicts with existing utilities and infrastructure and utilities and infrastructure that may be installed if the site is developed in the future.
- Identifying Federal Aviation Administration (FAA) constraints and setback requirements for well drilling, construction, and testing activities.
- Developing conceptual test well and monitoring well designs based on the groundwater modeling results. The conceptual designs will be used in developing technical specifications and planning-level costs for contractor fees. These materials will be developed for the City's use in seeking contractor bids for the work to be conducted under the Task 2 Test Well Installation and Field Investigation program.
- Establishing a comprehensive and screening-level list of water quality analytes for groundwater and surface water quality monitoring and characterization, including a drinking water list of contaminants, select volatile organic compound screening-level contaminants (including benzene), microscopic particulate analysis, and isotope analyses.
- Verifying that the test well location is within the area described as the point of withdrawal as described in (1) the public notice that was published for the original application for the existing water right certificate or (2) the most current legal description published for the existing water right.
- Meetings with City staff (online, rather than in person) to discuss site logistics for planning the drilling and testing program (e.g., health and safety, site access/security, site preparation, material staging areas, work hours, noise restrictions, etc.) and disposal options for water generated during drilling, development, and aquifer testing.

- Meeting with City staff online to review the prognosis of the drilling and testing program (including preferred target areas for test well and monitoring well locations) and to discuss the ensuing Task 2 work activities present recommendations for the drilling and testing program.
- Task management activities consisting of communications, consulting team meetings/conference calls, progress updates, invoicing, and administrative support.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$56,100 and is based on the following assumptions:

- Water right records are readily available through Ecology and/or the City and include all required documents.
- City staff will provide as-needed support on feasible rates, volumes, and locations for disposal of water generated during the drilling and testing program, including pipeline conveyance and traffic control measures at road crossings and private property access areas.

Deliverables

The deliverable for this task will be a video conference meeting to present the field investigation plan and discuss well siting and water disposal options and recommended next steps.

Task Lead and Team Member Roles

GSI will lead Task 1, with consultation support from Landau and PQ Products on the hydrogeologic field investigation approach and from Murraysmith on the site layout and test water discharge options.

Task 2 – Test Well Installation and Field Investigation

The objectives of this task are to implement and oversee a drilling and testing program to address key data gaps and uncertainties identified as part of the 2018/2019 Well Electric Well Station Evaluation Study, and collect the information needed to determine if a wellfield completed in the deep sand unit is feasible and whether it will achieve City water production goals without the concern of surface water interaction from the Spokane River.

Specific work activities that will be completed for this task include:

- Developing a project-specific health and safety plan.
- Developing technical specifications (including bidder qualifications, engineer's estimate, and bid form) for a drilling contractor to complete exploratory drilling and well construction, well development, well completion and testing of two monitoring wells (one shallow and one deep) and one high-capacity test well.
- Contacting qualified drilling firms to solicit interest in the project and encouraging them to register with the Municipal Research and Services Center (MRSC) for small public works projects.
- Preparing for and attending one pre-bid meeting and site walk.
- Assisting the City during the bidding phase of the project, including addressing questions and preparing bid addenda.
- Conducting technical review of bids and providing the City with a summary of this review to assist with the City's contractor selection process.
- Coordinating and documenting utility locates and overseeing shallow, pre-excavation (e.g., air-knife or potholing) of the target well locations to clear drill sites of potential underground utilities prior to drilling.
- Coordinating work schedule and sequencing with the selected drilling contractor.
- Preparing for and attending an onsite pre-construction meeting with contractor.

- Overseeing and documenting well drilling, construction, development, and testing activities, including materials and quantities.
- Developing detailed and summary geologic logs of the wellbores, based on visual inspection of drill cores/cuttings, drilling action, and driller observations.
- For the two monitoring wells and one test well:
 - Collecting representative formation samples to be used for selecting screen interval(s) and designing the screen and (if needed) the filter pack envelope.
 - Providing recommendations for completion of the wells, including casing set depth, screen interval(s), slot size(s) for the well screen, and filter pack design.
 - Providing oversight during screen and filter pack installation to ensure the screen assemblies and filter pack material match specifications and are placed at the designed depths.
 - Providing oversight during well development activities to measure fine-grained material removed from the wells to optimize performance and hydraulic connection with the aquifer.
 - Preparing as-built monitoring well construction diagrams.
- Outfitting each newly constructed well with pressure transducers to monitor baseline water-level conditions prior to aquifer testing and the aquifer's hydraulic response during testing.
- Observing pump and flow-monitoring equipment installations and verifying correct operation of flow meter(s) and other instrumentation.
- Monitoring a step-rate pumping test, which will consist of operating the test pump at up to four different rates with 60 to 90 minutes of pumping at each rate.
- Monitoring a constant-rate pumping test, which will consist of between 72 and 120 hours (three to five days) of pumping at a constant rate and up to 120 hours of recovery monitoring after the pump is shut off.
- Coordinating water quality sampling activities with the water quality laboratory, including managing the sample bottle orders, shipping and handling requirements, and chain-of-custody protocols.
- Monitoring water quality field parameters and collecting water quality samples for analyses of the comprehensive and screening-level list of analytes identified in Task 1.
- Providing oversight and documentation during well disinfection and wellhead completion activities.
- Inspecting discharge pipeline for proper disposal of test water.
- Assisting the City with site inspections to ensure water management, erosion control, and spill prevention measures meet specifications and permit requirements.
- Assisting the City with managing the drilling contractor — including reviewing submittals, work logs, and pay requests — and providing recommendations for resubmittal and approval.
- Task management activities consisting of communications, consulting team meetings/conference calls, progress updates, invoicing, and administrative support.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$249,900 and is based on the following assumptions:

- The monitoring wells will be drilled using rotosonic drilling method.
- The test well will be drilled using the dual-rotary flooded reverse-circulation method.
- We anticipate the duration of the drilling and testing program to be 6-8 months, depending on actual drilling depths, unanticipated delays, and unforeseen circumstances. Additional work efforts resulting from potential delays, unexpected drilling conditions, well drilling or development problems, inclement

weather conditions, or pump testing and water disposal issues, are included on an as-needed basis in the optional Task 7. Because the scope and costs of any such additional work efforts can only be estimated at this time, the funding for these efforts will be derived from the Task 7 budget and, if necessary, through a budget amendment.

- Our presence in the field for drilling contractor oversight will vary depending on progress, activity, and actual field conditions encountered during drilling. We anticipate full time oversight during key activities such as drilling the production zone, well sealing, production casing and screen installation, and well development, with less oversight required during minor activities such as setup, re-tooling, and moving between drill locations.
- Subsurface conditions encountered during drilling may require the conceptual well designs developed during Task 1 to be modified. Additional work efforts resulting from potential design changes are estimated in optional Task 7 if modifications are needed, and will be funded through the Task 7 budget and/or a budget amendment.
- The fee estimate assumes a 72-hour constant-rate pumping test duration. The need for a longer testing duration will be based on the aquifer's hydraulic response to pumping and may need to be extended to adequately assess for potential hydraulic boundary conditions. Additional field oversight time incurred from a need to extend the pumping duration are estimated in optional Task 7 if changes are needed and/or will be addressed through a budget amendment.
- Subsurface conditions encountered during drilling may require the conceptual well designs developed during Task 1 to be modified. Additional fees incurred from potential design changes are estimated in optional Task 7 if modifications are needed and/or will be addressed through a budget amendment.
- The drilling contractor will assist with collection of water level, pumping rate, and water quality data during pumping tests.
- City staff will provide as-needed assistance with designing, fabricating and/or installing a water disposal manifold at the City-approved discharge location.
- City staff can assist with site visits to ensure water management, erosion control, and spill prevention measures meet specifications and permit requirements.
- Water quality laboratory analytical costs are included in this fee estimate and total an estimated \$8,750. Laboratory fees will cover a full drinking water suite of analytes, screening-level contaminants, microscopic particulate analysis, and isotope analyses.
- Total costs for all sieve analyses for grain-size characterization of wellbore samples is \$1,000 and are included in this fee estimate.

Deliverables

The deliverables for this task will be monthly progress updates.

Task Lead and Team Member Roles

Landau Associates will lead the Task 2 Well Installation and Field Investigation, with field oversight support, consultation, and review from GSI. GSI's project manager (Kenny Janssen) and Landau's lead hydrogeologist (Tom Briggs) will coordinate onsite preparation activities.

Task 3 – Data Analysis, Evaluation, and Recommendations

The Task 3 work consists of (1) conducting technical analyses of the step-rate and constant-rate pumping tests, (2) performing groundwater modeling to evaluate wellfield development feasibility, yield, and wellfield layout, and (3) developing an initial recommended wellfield concept. The initial recommended design concept, along with key data and analyses from the field investigations, will be presented and discussed in a virtual workshop (online web meeting) with the City. The expected outcome of the workshop is to discuss whether to proceed with

developing a more refined wellfield concept plan that can be used by the City to proceed to wellfield and well station design.

Specific work activities that will be completed for this task include:

- Performing analytical calculations and groundwater modeling to analyze the pumping test results and develop estimates of aquifer hydraulic parameters (transmissivity, hydraulic conductivity, and specific yield) for the wellfield site.
- Evaluating the presence/absence of hydraulic boundary conditions, analyzing well and wellfield performance and mutual pumping interference effects, and developing wellfield yield estimates.
- Compiling and reviewing laboratory analytical test results from the water quality samples and field parameters collected as part of Task 2, and comparing the results against state and federal drinking water standards.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$61,800 and is based on the following assumptions:

- Pumping test data analysis will be completed for one step-rate test and one constant-rate test utilizing a single pumping well and up to four monitoring wells.
- The data collected during well installation and testing will not result in the need for significant changes to the groundwater flow model's definition of aquifer parameters or its calibration in this area.

Deliverables

The deliverables for this task will be (1) a virtual workshop with the City presenting findings from Tasks 2 and 3 and recommended next steps, and (2) monthly progress updates.

Task Lead and Team Member Roles

GSI will lead this task with support from Landau, PQ Products, and Murraysmith. Aquifer test analyses will be conducted by Landau using analytical solution methods that represent an industry standard of practice for estimating aquifer hydraulic parameters. Groundwater modeling and wellfield concept scenario assessments will be conducted by GSI. The groundwater and surface water quality data will be evaluated by GSI. Murraysmith will provide pumping system design concepts and assist with evaluating wellfield development feasibility, yield, and wellfield layout concepts.

Task 4 (Optional) – Wellfield, Pumping System, and Facility Conceptual Plans

This optional task will update and refine the wellfield layout and site development plan based on findings from Tasks 2 and 3. This will include considering how best to maximize the use of the site through different wellfield configurations that account for required setbacks, mutual pumping interference, and site-access requirements for operations and maintenance.

Specific work activities that will be completed for this task include:

- Developing conceptual design parameters for the wellfield pumping system(s), including both individual and combined wellfield pumping rates and pumping water levels.
- Refining the conceptual wellfield layout and site development plan, including production well locations and facility footprint.
- Evaluating building classification and code requirements.
- Coordinating with Industrial Systems, Inc. on facility and site electrical recommendations.
- Developing planning-level cost estimates for the proposed wellfield recommendation, including well construction and above-ground structures and equipment costs.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$55,200 and is based on the following assumptions:

- Conceptual layout will include gas chlorine for disinfection. On-site chlorine generation will not be evaluated as part of this task.
- Fluoridation footprint will be included as a consideration as part of the overall facility layout. Fluoridation equipment will not be identified as part of this task.
- Electrical equipment will be considered when recommending the footprint of the facilities.
- Transmission main sizing and location will be analyzed under optional Task 6.

Deliverables

The deliverables for this task will be an updated wellfield layout and site development plan that outlines the conceptual wellfield layout, conceptual plans for individual production wells and pumping systems, and target yield estimates for full-scale site production.

Task Lead and Team Member Roles

GSI will lead this effort, with support from Landau Associates and Murraysmith.

Task 5 (Optional) – Report

This optional task will summarize results from the field investigation and data analysis tasks in a project report. This task is optional in case the field investigation results cause the City to decide to postpone or not proceed with further work to plan for development of a wellfield at this well station.

Fee Estimate and Assumptions

The estimated fee to complete this task is \$44,000 and is based on the following assumptions:

- The report will be similar in organization, format, and content to the March 2017 report for the Havana Well Station, but adapted as necessary for the Well Electric Well Station site conditions and the results of this study.

Deliverables

If at the conclusion of Task 3 the City decides that it wishes to proceed with site development planning, the GSI team will prepare a project report that documents the field work, data analyses, and groundwater modeling simulations; describes the anticipated change in Spokane River streamflows arising from pumping from the deep sand unit rather than the shallow gravel unit; and presents the recommended wellfield concept plan (wellfield layout, well spacing, and site yield). The City will review a single draft version of the report, after which a final report will be prepared and delivered to the City (and stamped by a Washington Licensed Hydrogeologist).

Task Lead and Team Member Roles

GSI will lead this task with support from Landau and Murraysmith.

Task 6 (Optional) – Transmission Main Analysis and River Crossing Feasibility Assessment

Key considerations of the overall site development plan under Optional Task 4 are the connection and integration of the proposed wellfield into the City's water transmission system and pipeline conveyance across the Spokane River. This additional optional Task 6 will evaluate the feasibility of these transmission system components and will be conducted as two subtasks: (1) assess the transmission main system from the Well Electric site up to one-mile into the system to further define transmission main upgrade requirements, and (2) assess the feasibility of constructing new pipeline conveyance across the river to improve water delivery to the North Hill Pressure Zone.

Subtask 6.1 – Transmission Main Analysis

Specific work activities that will be completed for this subtask include:

- Conducting a workshop at the start of this subtask to review design criteria and updated water system demands, confirm City objectives for the transmission main analysis, and discuss modeling specific scenarios.
- Conducting water system hydraulic modeling analyses.
- Conducting a second workshop to discuss modeling results.
- Evaluating the location feasibility of the transmission main(s) and further defining approach and costs related to transmission main installation.
- Coordinating with Landau on the geotechnical investigation (see Subtask 6.2) for recommendations on the method for installing the transmission main(s) across the river via trenchless methods.

Fee Estimate and Assumptions

The estimated fee to complete this subtask is \$37,800, and is based on the following assumptions:

- Two meetings are assumed under this task:
 - One (two-hour) workshop with the City is assumed at the start of this task to define transmission analysis criteria.
 - One (two-hour) workshop with the City to discuss the results of the modeling efforts.
- Future demands will already be loaded in the City's hydraulic model.
- Three demand conditions each with up to two different supply strategies will be used to generate mass balances prior to the workshop.
- Following the initial workshop three scenarios will be selected by the City, which will be used in the model with up to two iterations based on the initial results and City comments.
- Transmission improvements will be focused on the immediate transmission system within one mile of the potential new wellfield. One scenario will be run to evaluate any pinch points (based on velocity or headloss criteria) in the existing network. No improvements or costs for the existing transmission mains will be included.

Deliverables

Results and recommendations from this subtask will be summarized in a technical memorandum.

Subtask Lead and Team Member Roles

Murraysmith will complete this subtask in coordination with Landau and GSI.

Subtask 6.2 – Conveyance River Crossing Feasibility Assessment

Specific work activities that will be completed for this subtask include:

- Reviewing and summarizing permitting requirements (e.g., from FERC and other permitting jurisdictions) for constraints on river crossing construction and timeline.
- Reviewing available site information from existing utility river crossings or other nearby work within or adjacent to the river.
- Conducting a bathymetric survey across the Spokane River at one proposed crossing location transect.
- Completing two 100-foot deep borings (one on each side of the river) for geotechnical investigation.
- Providing construction oversight of drilling, collecting soil samples, characterizing soil conditions (by USCS method), and recording standard penetration test soil density measurements.

- Performing soil grain size sieve analysis on up to 20 select samples for additional geotechnical data (i.e., grain size distribution analysis).
- Summarizing the site characterization, based on geotechnical borings and additional available subsurface explorations, including development of a hydrogeologic cross-section.
- Assessing the feasibility of various beneath-river pipe installation technologies.
- Estimating a rough order of magnitude (ROM) cost for construction of a trenchless river crossing.
- Documenting field activities and reporting findings.

Fee Estimate and Assumptions

The estimated fee to complete this subtask is \$78,100, and is based on the following assumptions:

- One river crossing location will be investigated and the actual location of the crossing has not yet been determined.
- The estimated subcontracted fees for the bathymetric survey and geotechnical borings are estimated at \$32,400.
- For evaluation purposes, the proposed conveyance pipe crossing the river may be 36- to 42-inches in diameter, extend approximately 500 feet from one side of the river to the other, and follow a route within approximately 50 feet below river bottom. Available construction technologies will be evaluated, and ROM costs prepared.

Deliverables

Results from the river crossing feasibility assessment will be summarized in a technical memorandum and will include recommendations regarding a preferred construction approach.

Subtask Lead and Team Member Roles

Landau will complete this subtask in coordination with Murraysmith and GSI.

Task 7 (Optional) – Additional As-Needed Services

This optional task is intended to be used at the City's discretion in the event that additional as-needed services are required at one or more times during the project – particularly during the planning and implementation stages of the exploratory drilling, well construction and testing program. Examples of as-needed services include (but are not limited to):

- Construction management services for any site preparation needs.
- Groundwater model framework or calibration improvements.
- Additional support, oversight or analyses needed to address unforeseen changes in the scope of work or resulting from unexpected site or subsurface conditions.
- Well construction design modifications.
- Water management and control.

Fee Estimate and Assumptions

The estimated budget for this task is \$48,800 and equates to approximately 10 percent of the fee estimates for primary Tasks 1-3 and optional Task 6. Use of this budget will first require written (email or otherwise) pre-approval by the City.

Fee Estimate

Based upon the scope of work outlined above, GSI has estimated the total project fee to be \$367,800 without the optional Tasks 4 through 7 and up to \$631,700 if all optional tasks are completed. See **Table 1** for details.

These fee estimates include (1) consulting team labor and expenses and (2) analytical laboratory services for soil and water quality testing. Project work activities will be conducted on a time-and-materials basis. This cost estimate for the project will not be exceeded without prior authorization from the City.

Table 1 – Fee Estimate

Task	Description	GSI Labor Cost	Subconsultant and Outside Services	Direct Expenses	Total
1	Field Program Planning	\$31,600	\$23,000	\$1,500	\$56,100
2	Test Well Installation and Field Investigation	\$120,100	\$122,000	\$7,800	\$249,900
3	Data Analysis, Evaluation, and Recommendations	\$32,300	\$29,500	\$0	\$61,800
Estimated Totals (Primary Tasks 1-3)		\$184,000	\$174,500	\$9,300	\$367,800
4 (optional)	Wellfield, Pumping System, and Facility Conceptual Plans	\$14,800	\$40,400	\$0	\$55,200
5 (optional)	Report	\$22,300	\$21,700	\$0	\$44,000
6 (optional)	Transmission Main Analysis and River Crossing Feasibility Assessment	\$3,400	\$112,500	\$0	\$115,900
7 (optional)	Additional As-Needed Services	\$19,100	\$28,700	\$1,000	\$48,800
Estimated Totals (Optional Tasks 4-7)		\$59,600	\$203,300	\$1,000	\$263,900
ESTIMATED TOTALS (ALL TASKS)		\$243,600	\$377,800	\$10,300	\$631,700

Schedule

Our team is prepared to begin working on this project immediately upon receipt of authorization to proceed. **Figure 1** illustrates the anticipated project schedule for each task. Items colored green indicate steps with significant City involvement (e.g., meetings, site visits, document reviews, and workshops). Schedules for optional Task 7 work activities will be developed on an as-needed basis.

Closing

We appreciate the opportunity to continue assisting the City and look forward to working with you on this project. Please contact one of us should you have any questions regarding this proposal.

Sincerely,

GSI Water Solutions, Inc.



Kenny Janssen, LG
Principal Hydrogeologist



John Porcello, LHG
Principal Hydrogeologist

Figure 1 - Well Electric Wellfield Feasibility Study Schedule City of Spokane, WA				2021				2022												2023					
				SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Contracting and Notice to Proceed																									
Consultant selection and contracting period																									
Begin contract work																									
Task 1 - Field Program Planning																									
Develop test well prognosis																									
Drilling contractor bidding and selection																									
Field preparation activities																									
City meetings/progress updates																									
Task 2 - Test Well Installation and Field Investigation																									
Baseline groundwater level and river stage monitoring																									
Exploratory drilling and monitoring well installation																									
Microscopic particulate analysis (MPA) testing																									
Test well design and drilling																									
Test well construction and development																									
Step- and constant-rate aquifer tests																									
Water quality sampling																									
Test well disinfection																									
Test well wellhead completion																									
City meetings/progress updates																									
Task 3 - Data Analysis, Evaluation, and Recommendations																									
Aquifer test analysis																									
Evaluate groundwater-surface water interaction/hydraulic connections																									
Wellfield layout and yield analyses																									
City meetings/progress updates																									

Figure 1 - Well Electric Wellfield Feasibility Study Schedule City of Spokane, WA				2021				2022												2023					
				SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Task 4 (Optional) - Wellfield and Pumping System Conceptual Plans																									
Develop conceptual wellfield layout																									
Estimate full-scale site production capacity																									
Develop conceptual plans (e.g., wells, pumps, motors, etc.)																									
City meetings/progress updates																									
Task 5 (Optional) - Report																									
Prepare draft report																									
City review																									
Prepare and publish final report																									
Task 6 (Optional) - Transmission Main Analysis																									
Preliminary review																									
Field investigation																									
Feasibility Assessment																									
Prepare draft technical memorandum																									
City review/workshop																									
Prepare and publish final technical memorandums																									
Task 7 (Optional) - Additional As-Needed Services																									
Task(s) and schedule(s) to be developed on an as-needed basis																									

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

06/06/2022

Date Rec'd

5/24/2022

Clerk's File #

OPR 2022-0413

Renews #**Cross Ref #****Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**

MARK PAPICH 625-6310

Project #**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4250 – DOE LOAN AGREEMENT WQSWCAP-2123-SPOKAN-00166

Agenda Wording

Loan agreement between the City of Spokane and State of Washington Department of Ecology for the 2021-2023 Biennial Stormwater Capacity Grants.

Summary (Background)

State of Washington Department of Ecology, Agreement WQSWCAP-2123-Spokane-00166 to include loan funds of \$70,000.00.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 70,000.00

Various

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session\Other

PIES 5/23/22

Division Director

FEIST, MARLENE

Council Sponsor

Kinnear

Finance

MURRAY, MICHELLE

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ddaniels@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

eraea@spokanecity.org

Purchasing

mpapich@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

mdavis@spokanecity.org

kemiller@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Mark Papich, 625-6310
Contact Email	mpapich@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Ecology Grant and Loan Agreements and Amendments
Summary (Background)	<p>The City of Spokane has been awarded funding through the Department of Ecology for four water quality projects. Two of the agreements are new agreements and the other two are amendments to existing agreements where low interest loan dollars have been added to cover the City's 25% match on the grants. This funding includes both grant and low interest loan funding. All loan funding from Ecology requires a resolution. Each of the funded projects listed below is approved in the 2022-2027 Six Year Capital Improvement Program.</p> <p><u>Cochran Basin Stormwater Treatment Facility-Control Vault</u> SFAP Grant Amount: \$5,000,000 (25% match required) CWSRF Loan Amount: \$1,666,666.67 (Covers City's 25% match) Interest Rate: 2.4% Loan Term: 20 years Resolution required for loan funding</p> <p><u>2021-2023 Biennial Stormwater Capacity Grant</u> Capacity Grant Amount: \$70,000 (0% match)</p> <p><u>TJ Meenach Water Quality Improvements (Amendment to Existing Grant Agreement)</u> CWSRF Loan Amount: \$1,386,538.33 (Covers City's 25% match) Interest Rate: 2.6% Loan Term: 20 years Resolution required for loan funding</p> <p><u>Cochran Basin Infiltration Ponds Project (Amendment to Existing Grant Agreement)</u> CWSRF Loan Amount: \$837,500 (Covers City's 25% match) Interest Rate: 2.0% Loan Term: 20 years Resolution required for loan funding</p>
Proposed Council Action & Date:	Approve the two new funding agreements and the two amendments to existing funding agreements
Fiscal Impact: = \$8,960,705.00 Total Cost: 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: Utility Rates-IC

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?

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.

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 – These public works project to improve water quality and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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.

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 funded projects are identified in the 6-Year Capital Improvement Program as well as the annual budget.



Agreement No. WQSWCAP-2123-Spokane-00166

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$70,000.00
Total Eligible Cost:	\$70,000.00
Ecology Share:	\$70,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2123-Spokane-00166
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189 UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Agreement No: WQSWCAP-2123-Spokane-00166
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

Project Manager	<p>Mark Papich Senior Engineer</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310</p>
Billing Contact	<p>LaVonne Martelle Accountant I</p> <p>44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000</p>
Authorized Signatory	<p>Nadine Woodward Mayor</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>
Financial Manager	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>

Agreement No: WQSWCAP-2123-Spokane-00166
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Spokane

By: _____

By: _____

Vincent McGowan, P.E.

Date

Nadine Woodward

Date

Water Quality

Mayor

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWCAP-2123-Spokane-00166
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.

- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

Agreement No: WQSWCAP-2123-Spokane-00166
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 2 **Task Cost: \$70,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.

Monitoring, including:

 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vacuum truck) rather than general use (such as a pick-up truck). Equipment

Agreement No: WQSWCAP-2123-Spokane-00166
Project Title: 2021-2023 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG220371

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	2021-23 capacity grant	Funding Type:	Grant
Funding Effective Date:	07/01/2021	Funding Expiration Date:	03/31/2023
Funding Source:			

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: MTCA

Approved Indirect Costs Rate:	Approved State Indirect Rate: 30%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	No

2021-23 capacity grant	Task Total
Permit Implementation	\$ 70,000.00

Total: \$ 70,000.00

Agreement No: WQSWCAP-2123-Spokane-00166
 Project Title: 2021-2023 Biennial Stormwater Capacity Grants
 Recipient Name: City of Spokane

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 70,000.00	\$ 70,000.00
Total		\$ 0.00	\$ 70,000.00	\$ 70,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

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Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

OPR 2022-0415

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

HOUSING & HUMAN SERVICES

Contact Name/Phone

JENN CERCEDES 6055

Contact E-Mail

JCERCEDES@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1680- CHHS SHELTER AND SERVICES 2022 OPERATIONAL FUNDING AMENDMENTS

Agenda Wording

CHHS and Finance have a funding plan to extend current contracts until end of year.

Summary (Background)

CHHS has been working a list of funding items to amend/extend current contracts for service providers and operators through the end of this year. These primarily had COVID-related funding that runs out the end of June, and CHHS and Finance have put together a funding plan for the rest of 2022 to sustain those operations and needed support to our community. This is for six organizations YWCA, Family Promise, Guardians/Cannon St. Shelter, Truth Ministries, Women's Hearth, and VOA.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Expense \$ 2,462,084

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals**Dept Head**

CERCEDES, JENNIFER

Division Director

FINCH, ERIC

Finance

MURRAY, MICHELLE

Legal

ODLE, MARI

For the Mayor

PERKINS, JOHNNIE

Council Notifications**Study Session\Other**

Public Safety 6/6/22

Council Sponsor

CM Lori Kinnear / CP Beggs

Distribution List

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jcerecedes@spokanecity.org

dnorman@spokanecity.org

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

MURRAY, MICHELLE

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	Community Housing and Human Services (CHHS)																								
Contact Name & Phone	Jenn Cerecedes																								
Contact Email	jcerecedes@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	CHHS Shelter and Services 2022 Operational Funding Amendments																								
Summary (Background)	<p>CHHS has been working a list of funding items to amend/extend current contracts for service providers and operators through the end of this year. These primarily had COVID-related funding that runs out the end of June, and CHHS and Finance have put together a funding plan for the rest of 2022 to sustain those operations and needed support to our community.</p> <p>This is for six organizations YWCA, Family Promise, Guardians/Cannon St. Shelter, Truth Ministries, Women's Hearth, and VOA and totals about \$2.5M of currently budgeted funding to preserve the beds and services that these organizations represent. These extend existing services and beds under current agreements and are seen as necessary to ensure we have ongoing commitment to meet the needs of our community. The detailed list of services and costs are below:</p> <p>Enter funding table:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Agency</th><th style="width: 25%;">Amount</th><th style="width: 50%;">Impact if not funded</th></tr> </thead> <tbody> <tr> <td>YWCA</td><td>\$100,000</td><td>Provides fully staffed for 24/7 services for women fleeing DV including overflow hotel beds.</td></tr> <tr> <td>Family Promise</td><td>\$250,263</td><td>Provides 19 beds for families</td></tr> <tr> <td>The Guardians</td><td>\$1,024,301</td><td>Provides 80 low barrier beds for singles</td></tr> <tr> <td>Truth Ministries</td><td>\$312,609</td><td>Provides 40 shelter beds for singles</td></tr> <tr> <td>Women's Hearth</td><td>\$69,640</td><td>Daytime space and services for high acuity homeless women living in encampments</td></tr> <tr> <td>Volunteers of America</td><td>\$705,271</td><td>Provides 34 beds for women and includes daytime space</td></tr> <tr> <td>TOTAL REQUESTED</td><td>\$2,462,084</td><td></td></tr> </tbody> </table> <p>This extension also gives additional time to plan and structure additional funds for 2023 into a full RFP process that would start in September of this year.</p>	Agency	Amount	Impact if not funded	YWCA	\$100,000	Provides fully staffed for 24/7 services for women fleeing DV including overflow hotel beds.	Family Promise	\$250,263	Provides 19 beds for families	The Guardians	\$1,024,301	Provides 80 low barrier beds for singles	Truth Ministries	\$312,609	Provides 40 shelter beds for singles	Women's Hearth	\$69,640	Daytime space and services for high acuity homeless women living in encampments	Volunteers of America	\$705,271	Provides 34 beds for women and includes daytime space	TOTAL REQUESTED	\$2,462,084	
Agency	Amount	Impact if not funded																							
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Volunteers of America	\$705,271	Provides 34 beds for women and includes daytime space																							
TOTAL REQUESTED	\$2,462,084																								

	CHHS and Finance had to go through a set of steps internally to ensure we had the budget to extend these contracts once the COVID dollars ended.
Proposed Council Action & Date:	Please consent to the
Fiscal Impact: Total Cost: 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 checked="" type="checkbox"/> Recurring Specify funding source: Funding is coming from several sources including 2022 budget items from the Criminal Justice Fund and General Fund, ARPA as allocated by Council action, and unspent funds from CDBG Covid and DOC Covid dollars. This will be updated with exact numbers from each source before the vote. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring This is one time with a cyclical RFP process to start in September 2022 for the ongoing annual proposal and award process. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? These services and shelters are necessary and at times life-sustaining for our vulnerable populations.	
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? All receiving organizations are required to use the Community Management Information System (CMIS) to provide HUD, State, and Local required reporting.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS information continues to be used to review effectiveness and the full RFP process includes additional metrics and outcome measures to be used for future programs and funding.	
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 is in accordance with Council and Administration plans and priorities for vulnerable populations and provides ongoing funding for existing programs already in place. This is gap-funding for the rest of 2022 through existing budget allocations to replace COVID dollars that end June 30, 2022.	



Agenda Sheet for City Council Meeting of:
04/25/2022

Date Rec'd	4/13/2022
Clerk's File #	ORD C36193
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1560 - STATE FORFEITURES CI FUNDS SBO

Agenda Wording

Special Budget Ordinance to increase appropriations by \$40,000 of State forfeiture funds to be used as confidential funds.

Summary (Background)

The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 40,000	<u>Budget Account</u>	# 1560-17200-21250-54922-99999
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head HAMMOND, JENNIFER

Division Director

Finance SCHMITT, KEVIN

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

MANAGEMENT & BUDGET INGIOSI, PAUL

BUDGET

Council Notifications

Study Session\Other PSCHC Meeting
04/11/2022

Council Sponsor CATHCART/BINGLE

Distribution List

spdfinance

MMCNAB

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnaab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$110,000 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations and 2022 SBO's approved by council is \$481,110.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p> <p>The department is also requesting \$25,000 to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.</p> <p>The department is requesting \$10,000 for training and travel for detectives to attend courses on how to navigate a new national database for stolen property trafficking detection.</p>
Proposed Council Action & Date:	Approval on May 23, 2022
Fiscal Impact: Total Cost: \$75,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State funds received for one-time costs related to law enforcement and criminal justice legislation Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.

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?

The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.

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

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

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?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$150,500 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$40,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State forfeiture/seizure funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.	
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?	
The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.	

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

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

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?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

ORDINANCE NO C36193

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$75,0000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
 - B) \$25,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
 - C) \$10,000 for training.
- 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

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 continue and expand the use of confidential funds, 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

ORDINANCE NO C36193

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 Forfeitures & Contributions 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 Forfeitures & Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriations by \$40,000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances
 - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

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 continue and expand the use of confidential funds, 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:**

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

ORD C36215

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Cross Ref #

OPR 2022-0409

Contact Name/Phone

JASON X6529

Project #**Contact E-Mail**

JRUFFING@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

4700 - SBO FOR 801 N REGAL DEMOLITION & ABATEMENT CONTRACT

Agenda Wording

This is a Special Budget Ordinance related to the contract to demolish a substandard, fire-damaged, abandoned, unfit, and nuisance commercial building at 801 N Regal.

Summary (Background)

Increase revenue by \$469,900. 100% of the increased revenue represents abatement revenue in the DSC Fund. The property owner is financially liable for costs incurred by the City including securing/demolition of the structure. City will follow through with the legal process to recover all costs. Increase appropriation by \$469,900. Of the increase, \$469,900 is provided solely for contractual services to secure/demolish the unsafe structure(s) and properly dispose of asbestos-contaminated debris.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 469,900

4700-58100-24600-54201-99999

Revenue \$ 469,900

4700-58100-99999-36850-99999

Select \$

#

Select \$

#

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

DUVALL, MEGAN

Study Session\Other

Finance & Admin May

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Michael Cathcart &

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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MANAGEMENT &

STRATTON, JESSICA

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jwest@spokanecity.org

korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

rbenzie@spokanecity.org

rwaller@spokanecity.org

ORDINANCE NO C36215

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 Development Services Center 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 Development Services Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$469,900.
 - A) \$469,900 of the increased revenue represents abatement revenue in the Development Services Center Fund. The property owner is financially liable for the costs incurred by the City, including securing and demolition of the structure. The City will follow through with the legal process to recover all abatement costs.
- 2) Increase appropriation by \$469,900.
 - A) Of the increased appropriation, \$469,900 is provided solely for contractual services to secure and demolish the unsafe structure(s) and properly dispose of asbestos-contaminated debris.

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 demolish a fire damaged, asbestos contaminated nuisance property that is a public safety hazard and negatively impacts the surrounding neighborhood, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Finance and Administration

Division & Department:	Community and Economic Development, Code Enforcement
Subject:	Demolition of structure(s) at 801 N Regal
Date:	May 2, 2022
Contact (email & phone):	Jason Ruffing, Enforcement Supervisor, jruffing@spokanecity.org 509.625.6529
Director:	Kris Becker, Steven MacDonald
Committee(s) Impacted:	Finance and Administration, Urban Experience, Public Safety, PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. Additionally, the policy that the Building Official or Hearing Examiner may determine that the building/structure is unfit for human habitation and orders demolition if any of the substandard conditions listed in SMC 17F.070.400 are found to exist to such an extent as to be dangerous or injurious to the health or safety of the buildings occupants or community.
Strategic Initiative:	Safe and Healthy, Urban Experience
Deadline:	The demolition deadline will be detailed in the final contract once approved. The Building Official set a demolition deadline for property ownership and multiple deadlines have been missed. The Building Official has not set a deadline for the City's efforts to demolish.
Outcome: (deliverables, delivery duties, milestones to meet)	Demolish fire damaged, asbestos contaminated nuisance property that is a public safety hazard and negatively impacts the surrounding neighborhood.
<p>Background/History: The structure at 801 N Regal, parcel numbers 35161.4301 and 35161.4302 is a fire-damaged commercial property that has been determined to be substandard, abandoned, unfit, and a nuisance by the Building Official for the City of Spokane. The building spans two parcels, the majority of the building being located on a parcel owned by Regal District, LLC, and a smaller portion of the building sits on a lot owned by Andy Louie.</p> <p>A fire occurred at this property on September 26, 2021 and resulted in catastrophic damage to the building. Following the fire, the Building Official issued a "summary order" to the property ownership to prepare a demolition plan and to secure the premises with fencing while demolition and/or repairs were pending. This did not occur, resulting in Code Enforcement facilitating security fencing at this property. Costs associated with the fencing are being placed as a lien on the property.</p> <p>Following the emergency event and summary orders, Code Enforcement staff scheduled an administrative show cause hearing before the Building Official to discuss the property and next steps. There was some participation from ownership at the hearing and the Building Official's orders were clear. Ownership was again ordered to demolish the structures within twenty-one (21) days from the date of the letter (11/17/22) and that more time for the demolition may be provided if a comprehensive demolition plan, including asbestos documentation and signed contracts, was provided by December 10, 2021. Neither deadline was met by property ownership.</p> <p>The LLC that owns the majority of the structure was represented by an attorney at the hearing that has subsequently stopped representing the LLC. Response from this ownership group has been intermittent and inadequate, with no actual proposals or information being submitted throughout this entire time. This portion of the building may be insured, but no documentation has been</p>	

provided by the property ownership. There is also a lien holder involved with this portion of the building. Andy Louie, owner of a smaller portion of the building, submitted via his contractor an incomplete and inadequate proposal to try and separate their portion of the building to salvage it. Review and potential approval of such a proposal would require extensive design professional documentation, signed contracts, and comprehensive asbestos survey/remediation information, and this has not been provided. Additional deadlines were set for this potential proposal and again were not met. This portion of the building is not insured.

On February 11, 2022, Spokane Clean Air Agency staff conducted a limited sampling of building materials that are present at the site that could be safely sampled from the exterior of the building and this limited sample returned positive results for asbestos containing materials. This was after communication from multiple asbestos professional that indicated that a full asbestos survey would not be possible at this location due to the hazardous condition of the building. Code Enforcement has coordinated the installation of asbestos caution tape. Luckily, no ACMs that are friable or airborne in nature have been identified at the site.

On March 23, 2022, the request for proposals was sent out to licensed demolition and asbestos professionals via MRSC with the assistance of the Purchasing team. Bids were due April 18, 2022, and 4 bids were received. With the experience of a similarly complex demolition a few years ago at 3011 E Wellesley, staff was expecting this project to need to be an "alternate means" demolition plan in order to comply with SRCAA regulations. This increases demolition costs drastically. The bids that we received confirmed this. The apparent low bid is \$469,900.00.

Executive Summary:

- *The large commercial structure(s) at this property is substantially fire-damaged with confirmed asbestos contamination.*
- *Inactive and unresponsive property owners have failed to comply with Orders of the Building Official and failed to submit needed documentation or evidence to show good-faith efforts of moving towards resolution.*
- *Owner has failed to pay for temporary fencing to keep the site secure and Code Enforcement is working with American On-Site, paying for fencing to remain in place, \$277.95 per month.*
- *The owner failed to provide a plan for demolition of the structures or begin work at the property by the deadline as detailed in the initial summary order, or subsequent Building Official orders issued at the November 16, 2021 show cause hearing.*
- *The high cost of the demolition bids are due to treating the debris entirely as asbestos, using an "alternate means work plan" that will have to be approved by Spokane Clean Air.*
- *The current Code Enforcement budget for demolition is exceeded by the successful bid; SBO would be needed to fund the costly demolition of the fire damaged and hazardous structure.*

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required: Council budget approval.

Known challenges/barriers: Estimated demolition costs exceed value of properties. Ownership has failed to resolve conditions, resulting in the Building Official directive to City Staff to pursue resolution through City-initiated request for proposals for demolition and asbestos remediation. Costs associated with this enforcement efforts will be placed as property tax liens on both properties.

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

ORD C36216

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

LORI KINNEAR X6261

Project #**Contact E-Mail**

LKINNEAR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0320 - SPD EMPHASIS PATROLS ALONG N DIVISION STREET

Agenda Wording

This SBO would fund overtime costs associated with targeted emphasis patrols along N Division Street to deter drag racing.

Summary (Background)

The Mayor has formed a Spokane Police Department Violent Crimes Task Force with the aim of eradicating violent crime and accompanying drug and property crime. This Special Budget Ordinance (SBO) would allocate funding for additional SPD traffic emphasis patrols targeting racing along N Division Street and the crimes that occur in the vicinity of Division as a result.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 42,000

Traffic Calming

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

5/23 PIES Committee

Division Director**Council Sponsor**

CMs Kinnear & Stratton

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor**Additional Approvals****Purchasing**

ORDINANCE NO C36216

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 various funds, 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,

NOW, THEREFORE, the City of Spokane does ordain:

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

- 1) Increase the appropriation by \$42,000.
 - A. Of the increased appropriation \$42,000 is provided solely for a transfer out to the General Fund, Police Department.

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Increase the revenue in the Police Department by \$42,000.
 - A. Of the increased revenue, \$42,000 is from a transfer-in from the Traffic Calming Measures Fund.
- 2) Increase the appropriation by \$42,000.
 - A. Of the increased appropriation, \$42,000 is provided solely for the costs associated with emphasis patrols targeting aggressive driving and drag racing along the North Division corridor.

Section 3. 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 deter increases in unsafe motorist behavior and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

ORD C36217

Renews #**Submitting Dept**

PARKS & RECREATION

Cross Ref #**Contact Name/Phone**

GARRETT JONES 363-5462

Project #**Contact E-Mail**

GJONES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1400 - REQUEST FOR REMAINING DON KARDONG BRIDGE FUNDING - ARPA FUNDS

Agenda Wording

Request for remaining \$750,000 for Don Kardong Bridge renovation project

Summary (Background)

Park staff proposes American Rescue Plan Act (ARPA) funds be utilized to fund this bridge renovation project to restore the critical pedestrian bridge while enabling the Parks Division to implement regular repairs to other park assets citywide. A Council Ordinance (C36167) was passed and amended to utilize \$2.2 million towards the construction. Due to increased construction costs, \$1.5 million in additional funding is needed to complete the planned Don Kardong bridge renovations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 750,000

1425-88153-94760-56501-97312

Select \$

#

Select \$

#

Select \$

#

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

CONLEY, JASON K.

Study Session\OtherUrban Experience -
5/9/2022**Division Director**

JONES, GARRETT

Council SponsorCMs Stratton and
Kinnear**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

pclarke@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing****MANAGEMENT &
BUDGET**

INGIOSI, PAUL

Urban Experience Committee Agenda Sheet

Submitting Department	Parks and Recreation
Contact Name & Phone	Garrett Jones – 509-363-5462
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	Councilmembers Karen Stratton and Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Remaining Don Kardong Bridge APRA Funds
Summary (Background)	<p>Park staff proposes American Rescue Plan Act (ARPA) funds be utilized to fund this bridge renovation project to restore the critical pedestrian bridge while enabling the Parks Division to implement regular repairs to other park assets citywide. A Council Ordinance (C36167) was passed and amended to utilize \$2.2 million towards the construction.</p> <ul style="list-style-type: none"> • Due to increased construction costs, \$1.5 million in additional funding is needed to complete the planned Don Kardong bridge renovations. • The construction contract is currently approved and including contingency and construction management, the total project cost is \$3.7 million. • Staff previously proposed committing \$750,000 from the Park Fund toward the increased construction costs, leaving an immediate funding gap of \$750,000. • Staff briefed a proposal at the May 9, 2022, Urban Experience Committee to request funding to replace potential lost Park Fund dollars that would otherwise have been allocated toward projects in neighborhood parks if not for the increased costs associated with the bridge repairs. • The total ARPA allocation for the Don Kardong Bridge would be \$2.95 million if approved and would give Parks and Recreation the ability to utilize \$750,000 out of the Park Fund toward neighborhood park deferred capital projects.

Proposed Council Action & Date:	Approve the remaining \$750,000 utilizing ARPA funds towards the Don Kardong Bridge to allow \$750,000 of Park Funds toward other neighborhood capital projects.
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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input 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? 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?

ORDINANCE NO C36217

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 American Rescue Plan 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase appropriation by \$750,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
- A) Of the increased appropriation, \$750,000 is provided solely for the renovation of the Centennial Trail Don Kardong Pedestrian Bridge.

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 provide additional appropriation authority for the Centennial Trail renovations to the Don Kardong Bridge due to increased construction costs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Parks Division 2022 Deferred Capital Restarts

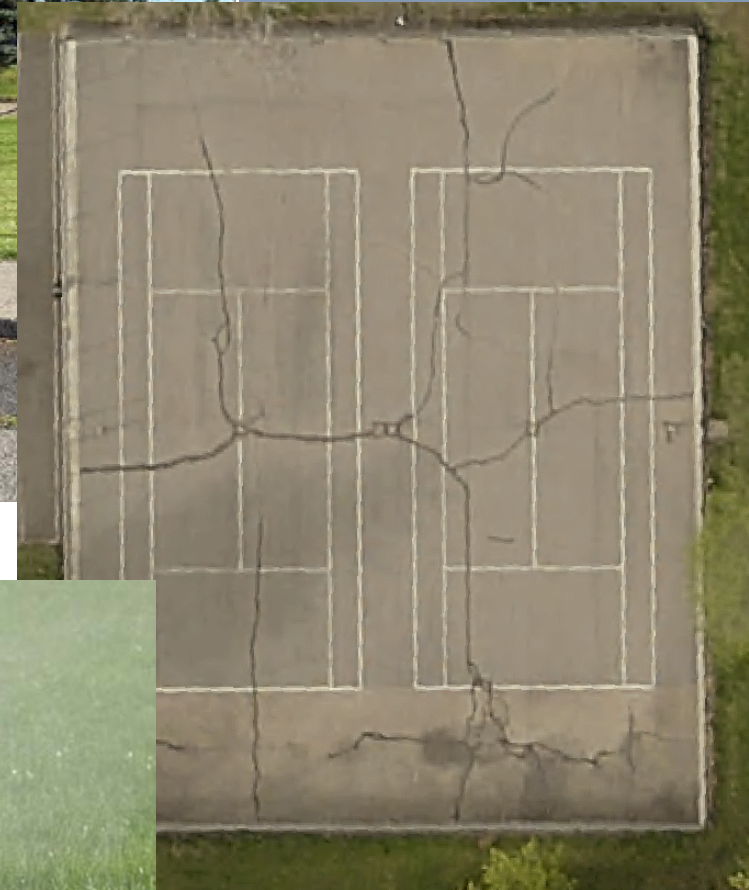


2020-2022 Deferrals

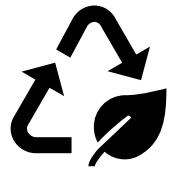


Existing Project Deferrals

- ▶ (2) sport court renovations
- ▶ (2) Irrigation Renovations
- ▶ (1) Park Walkways / Trails
- ▶ (1) Pond Renovation
- ▶ (1) New Park Design

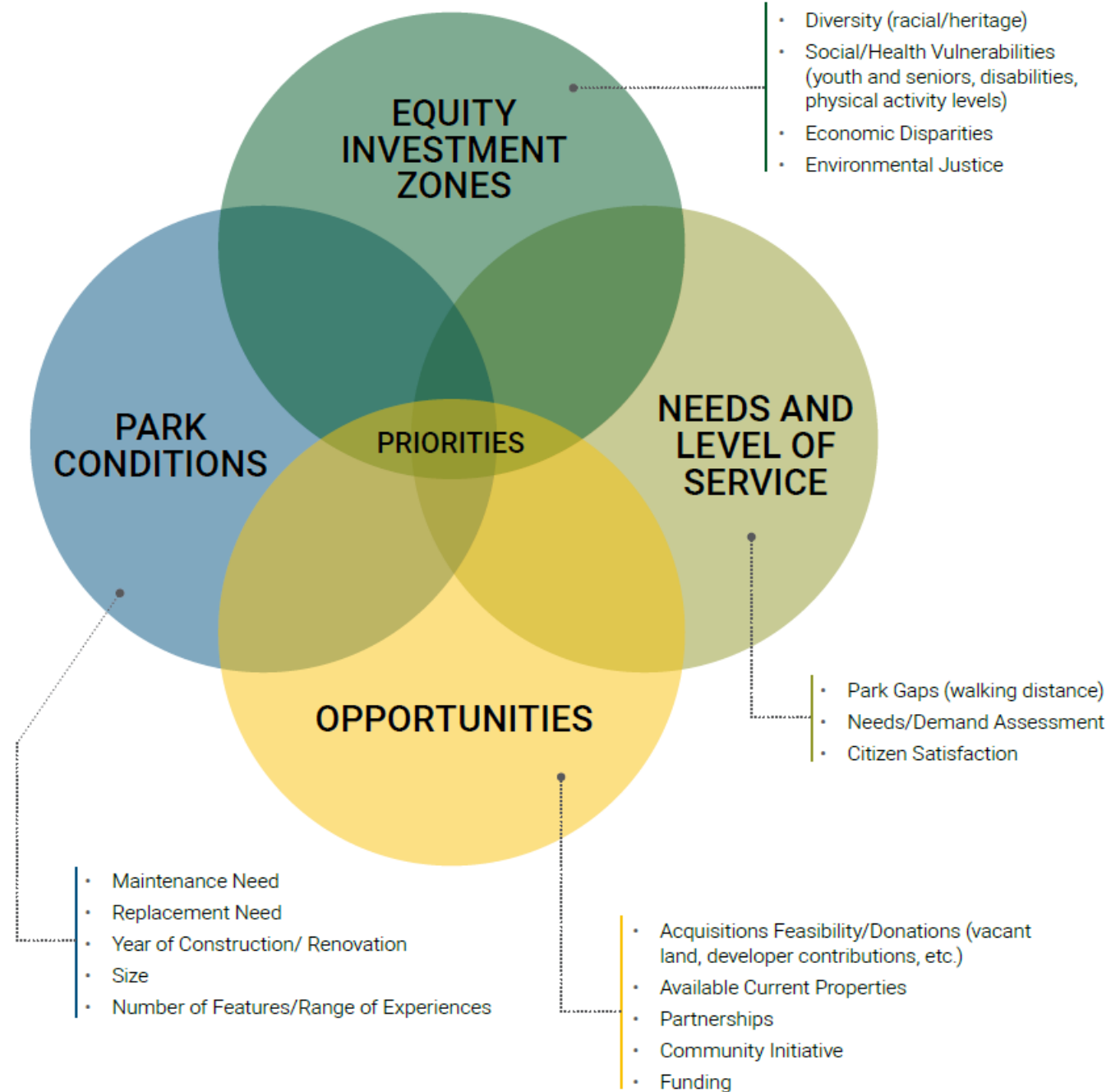


2022 Project Restarts

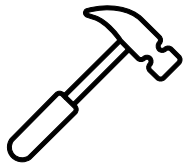


Evaluation Criteria for Restart

- ▶ Aligned with Community Desires & Physical Need
- ▶ Target Facilities in Poor Condition or Out of Service
- ▶ Equitable Project Distribution
- ▶ Enhance / Leverage existing or adjacent project (if opportunity)



2022 Project Restarts - Recommendations



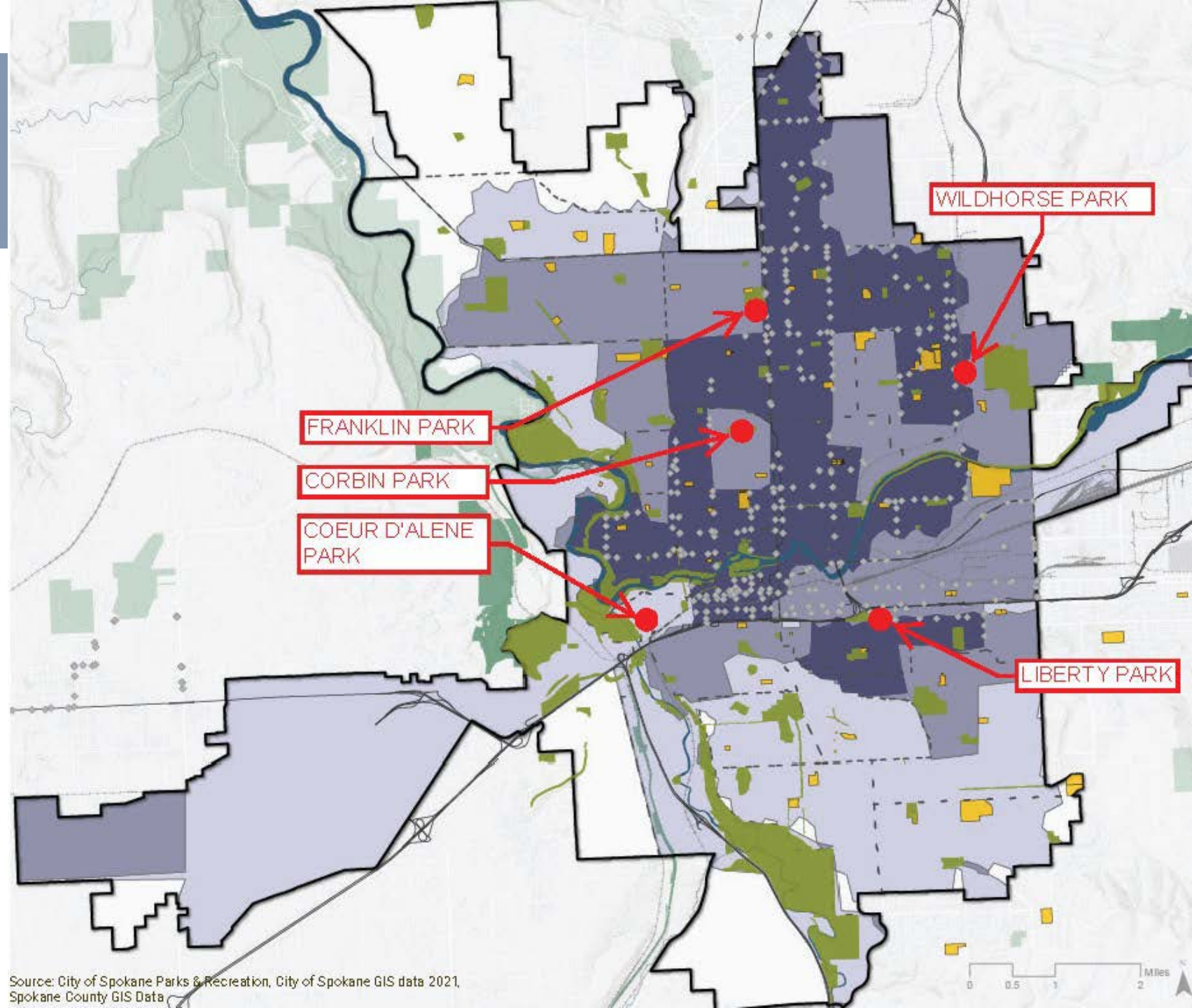
5 Design & Construction Projects: \$750k

- ▶ Wildhorse Park Playground & Walkway: \$50k
- ▶ Coeur D'Alene Park Irrigation: \$250k
('Phase 1' – builds 50%)
- ▶ Corbin Park Sport Court Repair: \$225k
- ▶ Franklin Park Walkway – Phase 2: \$ 75k
- ▶ Liberty Park Playground & Restroom: \$ 150k
(hardscape & shelter improvements)

2 walkways, 1 irrigation, 1 sport court, 1 shelter



Project locations



The Impact of Bridges on Parks

- ▶ Base construction: \$3.02M
- ▶ C.M. contract: \$0.20M
- ▶ Req'd Contingency: \$0.32M
- ▶ **Total Cost: \$3.72M**

\$760k (net) park fund allocation req'd



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

06/06/2022

Date Rec'd

5/19/2022

Clerk's File #

RES 2022-0049

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BETSY WILKERSON 625-6258

Project #**Contact E-Mail**

BWILKERSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - APPOINTING INITIAL MEMBERS TO THE CITY COUNCIL EQUITY SUBCOMMITTEE

Agenda Wording

A resolution appointing initial members to the City Council's Equity Subcommittee.

Summary (Background)

Advancing equity requires systematically embedding fairness in decision-making processes so City department heads, policy-makers, and community organizations can recognize and remove inequities in their policies and programs that serve as barriers to equality of opportunity. An engaged group of community members can provide insight to identify, remove, and dismantle racial, social, and economic inequities in City services, programs and policy. Additional members may also be appointed.

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

FA Comm., 4/18/2022

Division Director**Council Sponsor**

CP Beggs and CM Wilkerson

Finance**Distribution List****Legal****For the Mayor****Additional Approvals****Purchasing**

RESOLUTION NO. 2022-0049

A Resolution appointing members to the Equity Subcommittee of the City Council's Finance and Administration Committee.

WHEREAS, Resolution 2021-0098 establishes an ad hoc Equity Subcommittee of the City council's Finance and Administration Committee; and

WHEREAS, equity and inclusivity is called out throughout the City of Spokane's Comprehensive Plan, particularly in Chapter 10 (titled "Social Health") which states: "A city's role in improving the health and well-being of individuals, families, and communities requires addressing the factors that influence or cause health-related behaviors, such as: resource allocation, the physical environment, housing choices, quality education, efficient public transportation, employment options, a rehabilitation-based criminal justice system, cultural and recreational opportunities, and accessible health systems through local policies that enhance equity."; and

WHEREAS, advancing and enhancing equity requires a systematic approach to embed fairness in decision-making processes to ensure that executives of City departments, policy-makers, and community organizations will recognize and work to redress inequities in their policies and programs that serve as barriers to equality of opportunity; and

WHEREAS, that the purposes of the Equity Subcommittee are to identify, remove, and dismantle (disrupt) racial, social, and economic inequities in City services, programs, and decision-making processes by collaborating with City Council and administration leadership, and to ensure race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, does not predict or hinder one's opportunities for success; 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".

NOW, THEREFORE, BE IT RESOLVED that the applicants listed below are hereby appointed to membership on the City Council's Finance and Administration Committee's Equity Subcommittee:

- Jesus Torres

- Lili Navarrete
- Matt Norton
- Wendy Levy
- Tamika LaMere
- Douglas LaBar
- Salanyaporn (Vivian) Chalardsoontornvatee
- Amanda Donovan
- Tian Yonglin
- John Alder
- Sarah Dixit
- Tasia Weasel Bear
- Kiana McKenna
- Stephaine Courtney
- KJ January
- Jennifer Morris

AND BE IT FINALLY RESOLVED the Equity Subcommittee shall set and 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:**

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

RES 2022-0050

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

MICHAEL ORMSBY 6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0500 SETTLEMENT RESOLUTION

Agenda Wording

Resolution approving settlement for Chandra Haine from her Claim for Damages for injuries sustained on May 31, 2020.

Summary (Background)

This claim was settled through negotiations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 210,000.00

5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

#

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

ORMSBY, MICHAEL

Study Session\Other

May 9, 2022 Executive Session

Division Director**Council Sponsor**Council Members
Kinnear and Cathcart**Finance**

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

sdhansen@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

James.Scott@davies-group.com

Additional Approvals

James.Scott@davies-group.com

Purchasing

nodle@spokanecity.org

RESOLUTION 2022-0050 RE SETTLEMENT OF
CIVIL CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, on September 8, 2021, a claim for damages was filed with the City of Spokane by CHANDRA HAINE (Claimant) regarding injuries allegedly sustained when she was hit in the face and/or neck by a less-lethal beanbag round on May 31, 2020 in the City of Spokane, as more fully described in her claim for damages; and

WHEREAS, the City has determined to resolve all claims with Claimant, and any third parties, who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00); and

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City of Spokane.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

The City of Spokane authorizes that payment in the amount of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00), to be paid to Claimant through her counsel, Nicolas Kovarik, with the law firm of Piskel Yahne Kovarik, PLLC, in trust for Chandra Haine, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the subject incident and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:
Assistant City Attorney

Assistant City Attorney

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

06/06/2022

Date Rec'd

5/24/2022

Clerk's File #

RES 2022-0051

Renews #**Cross Ref #**

OPR 2022-0414

Submitting DeptINTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**

MARK PAPICH 625-6310

Project #

2019148

Contact E-Mail

MPAPICH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4250 – RESOLUTION COCHRAN CONTROL VAULT

Agenda Wording

A resolution authorizing the loan agreement between the City of Spokane and State of Washington Department of Ecology for the Cochran Basin Stormwater Treatment Facility Control Vault.

Summary (Background)

State of Washington Department of Ecology has awarded one loan and one grant to the City of Spokane for the total amount of \$6,666,666.67 (\$1,666,666.67 loan/\$5,000,000 grant) to be used for the Cochran Basin Stormwater Treatment Facility-Control Vault; Agreement No. WQC-2022-Spokane-00138.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 0

0

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session\Other

PIES 5/23/22

Division Director

FEIST, MARLENE

Council Sponsor

Beggs/Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

ddaniels@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

icmaccounting@spokanecity.org

Additional Approvals

eraea@spokanecity.org

Purchasing

mpapich@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

mdavis@spokanecity.org

Kemiller@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Mark Papich, 625-6310
Contact Email	mpapich@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Ecology Grant and Loan Agreements and Amendments
Summary (Background)	<p>The City of Spokane has been awarded funding through the Department of Ecology for four water quality projects. Two of the agreements are new agreements and the other two are amendments to existing agreements where low interest loan dollars have been added to cover the City's 25% match on the grants. This funding includes both grant and low interest loan funding. All loan funding from Ecology requires a resolution. Each of the funded projects listed below is approved in the 2022-2027 Six Year Capital Improvement Program.</p> <p><u>Cochran Basin Stormwater Treatment Facility-Control Vault</u> SFAP Grant Amount: \$5,000,000 (25% match required) CWSRF Loan Amount: \$1,666,666.67 (Covers City's 25% match) Interest Rate: 2.4% Loan Term: 20 years Resolution required for loan funding</p> <p><u>2021-2023 Biennial Stormwater Capacity Grant</u> Capacity Grant Amount: \$70,000 (0% match)</p> <p><u>TJ Meenach Water Quality Improvements (Amendment to Existing Grant Agreement)</u> CWSRF Loan Amount: \$1,386,538.33 (Covers City's 25% match) Interest Rate: 2.6% Loan Term: 20 years Resolution required for loan funding</p> <p><u>Cochran Basin Infiltration Ponds Project (Amendment to Existing Grant Agreement)</u> CWSRF Loan Amount: \$837,500 (Covers City's 25% match) Interest Rate: 2.0% Loan Term: 20 years Resolution required for loan funding</p>
Proposed Council Action & Date:	Approve the two new funding agreements and the two amendments to existing funding agreements
Fiscal Impact: = \$8,960,705.00 Total Cost: 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: Utility Rates-IC

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?

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.

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 – These public works project to improve water quality and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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.

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 funded projects are identified in the 6-Year Capital Improvement Program as well as the annual budget.

Resolution No. 2022-0051

A Resolution authorizing a loan and grant agreement between the City of Spokane and State of Washington Department of Ecology for the Cochran Basin Stormwater Treatment Facility-Control Vault.

WHEREAS, the State of Washington Department of Ecology has awarded one (1) loan and one (1) grant to the City of Spokane for a total amount of \$6,666,666.67 (\$1,666,666.67 loan/\$5,000,000 grant) to be used for the Cochran Basin Stormwater Treatment Facility-Control Vault: and

WHEREAS, of the \$1,666,666.67 loan, \$1,666,666.67 shall be used for the Cochran Basin Stormwater Treatment Facility-Control Vault; and

WHEREAS, of the \$5,000,000 grant, \$5,000,000 shall be used for the Cochran Basin Stormwater Treatment Facility-Control Vault; and

WHEREAS, the proceeds of the loan will be used to reduce the untreated stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan and grant Agreement between the City of Spokane and the State of Washington Department of Ecology for the above referenced project in substantially the form attached to this resolution.

ADOPTED by the City Council this _____ day of _____, 20____

City Clerk

Approved as to form:

Assistant City Attorney



Agreement No. WQC-2022-Spokane-00138

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Cochran Basin Stormwater Treatment Facility - Control Vault
Total Cost:	\$6,666,666.67
Total Eligible Cost:	\$6,666,666.67
Ecology Share:	\$6,666,666.67
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Spokane River through the design and construction of a control vault that will direct stormwater to three Ecology funded stormwater facilities and the outfall line. These treatment facilities will provide treatment for total suspended solids (TSS), dissolved copper, zinc, and total phosphorous. Additional benefits of this project include the reduction of discharge of PCBs and other pollutants from stormwater into the Spokane River.

Project Long Description:

The Spokane River runs for approximately 111 miles from Lake Coeur d’Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake. The river flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of Salmon and currently it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 impaired waterbody for pH, polychlorinated biphenyl (PCBs), metals, and dissolved oxygen (DO). There are also

Agreement No: WQC-2022-Spokane-00138
Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault
Recipient Name: City of Spokane

two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

This project will design and construct a splitter vault and pump station. This station will direct the stormwater flow from 845 acres of pollution generating impervious surface from the Cochran Basin (the largest basin in the RECIPIENT'S municipal separate storm sewer system at 2,238 acres) to three different treatment Best Management Practices (BMPs) constructed under three separate ECOLOGY design/construction grants and one design only grant. Stormwater from this basin currently discharges directly to the Spokane River without treatment. This and the other stormwater projects in the basin will result in a reduction of TSS, metals, phosphorus and oil/grease directly entering the Spokane River.

The Cochran Basin stormwater facility project has been divided into several smaller projects to maximize funding opportunities. The RECIPIENT received ECOLOGY grant funding to design and construct the Cochran Basin Infiltration Ponds at the Downriver Disc Golf Course (WQC-2017-Spokane-00016), the Cochran Basin Conveyance Piping project that conveys stormwater from the control vault to the Cochran Basin Infiltration Ponds (WQC-2020-Spokane-00058), the TJ Meenach Water Quality Improvements project adjacent to TJ Meenach Bridge (WQC-2019-Spokane-00148) and the stormwater facility near Northwest Boulevard (G1400348).

This project is the final piece of the Cochran Basin stormwater projects. Under this grant the RECIPIENT will design and construct the control vault that will divert urban stormwater from the existing MS4 trunk line, at Northwest Boulevard and TJ Meenach Drive, to the 3 Cochran Basin stormwater facilities and the existing outfall. The five Cochran Basin projects all received separate grant funding, but the projects are all physically related. The RECIPIENT shall coordinate with the engineering and design team to ensure that all of the facilities work together (i.e. this project diverts and distributes stormwater to all 3 Cochran Basin stormwater facilities and is required for all of the facilities to work successfully).

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280

UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

Project Manager	<p>Mark Papich Senior Engineer</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310</p>
Billing Contact	<p>LaVonne Martelle Accountant I</p> <p>44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000</p>
Authorized Signatory	<p>Nadine Woodward Mayor</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310</p>

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Annie Simpson 4601 N Monroe Street Spokane, Washington 99205-1295 Email: ANSI461@ecy.wa.gov Phone: (509) 329-3567
Financial Manager	Michelle Myers PO Box 47600 Olympia, Washington 98504-7600 Email: mmye461@ecy.wa.gov Phone: (360) 407-6564
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Spokane

By: _____

By: _____

Vincent McGowan, P.E.

Date

Nadine Woodward

Date

Water Quality

Mayor

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements.

Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

Recipient Task Coordinator: Mark Papich**Grant and Loan Administration****Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 2

Task Cost: \$0.00

Task Title: Cultural and Environmental Reviews, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will prepare a State Environmental Review Process (SERP) packet

B. The RECIPIENT will prepare a Cost Effectiveness Analysis.

C. The RECIPIENT will develop a Fiscal Sustainability Plan (Asset Management Plan). If professional services are procured, the RECIPIENT will procure in accordance with state law. The RECIPIENT must submit contracts for professional services prior to ECOLOGY reimbursement. The RECIPIENT will certify that the plan contains at least the minimum required elements listed below and is implemented.

1. An inventory of critical assets that belong to the utility.
2. An evaluation of condition and performance of critical assets.
3. A plan to maintain, repair, and replace critical assets and fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

D. The RECIPIENT will fulfill the Investment Grade Efficiency Audit (IGEA) requirement using one of the following methods. More information regarding IGEA may be found on the ECOLOGY website.

1. Conduct a formal audit to identify cost effective energy strategies.
2. Document that an energy efficiency review was conducted within the last three years.
3. Procure a third party analysis of potential energy and water efficiency measures.
4. Document that there are no obtainable energy savings.

E. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

F. Above and below ground activities must be reviewed for cultural resource impacts. The RECIPIENT will submit the forms listed below to ECOLOGY to initiate consultation for cultural resources review.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement. This includes geotechnical work.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

Cultural and Environmental Reviews, and Permitting**Deliverables**

Number	Description	Due Date
2.1	SERP packet. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Cost effectiveness analysis. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Certification that the Fiscal Sustainability (Asset Management) Plan has been developed and is being implemented. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Contracts for professional services if services are procured. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Documentation of completion of the IGEA requirement. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager.	
2.8	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 3

Task Cost: \$500,000.00

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Design Deliverables for Stormwater Projects with Ecology Funding (Design Deliverables Document). Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement. If professional services are procured, the RECIPIENT will procure in accordance with state law. The RECIPIENT must submit contracts for professional services prior to ECOLOGY reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. The RECIPIENT will submit a Design Report Amendment to ECOLOGY for review and acceptance. Ecology has already accepted the Design Report for the full project. This amendment provides additional detail on the Pump Station. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT will submit a Design Report Amendment for review and acceptance....

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

2. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

C. The RECIPIENT will submit a preliminary GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

Design Plans and Specifications**Deliverables**

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Design Report and Amendment to design report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Responses to ECOLOGY Design Report and Amendment to Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	ECOLOGY Design Report and Amendment to Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.11	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 4

Task Cost: \$700,000.00

Task Title: Construction Management

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule and cost estimate prior to the start of construction and whenever major changes occur.
- E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

The project will be constructed on schedule and in accordance with accepted plans.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

Construction Management**Deliverables**

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 5

Task Cost: \$5,466,666.67

Task Title: Construction

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of a control vault to mitigate runoff from 845 acres of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), dissolved Cu and Zn, total P, and PCBs.

Construction**Deliverables**

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 6

Task Cost: \$0.00

Task Title: Project Close Out

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

E. The RECIPIENT will submit the Two-page Outcome Summary Report using the ECOLOGY template in accordance to Task 1. Upload the Two-page Outcome Summary Report in the RCOR in EAGL.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Two-page Outcome Summary Report.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

Project Close Out**Deliverables**

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

BUDGET**Funding Distribution EG220664**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2026

Funding Source:

Title: SFAP - SFY22

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 0.00
Cultural and Environmental Reviews, and Permitting	\$ 0.00
Design Plans and Specifications	\$ 375,000.00
Construction Management	\$ 525,000.00
Construction	\$ 4,100,000.00
Project Close Out	\$ 0.00

Total: \$ 5,000,000.00

BUDGET

Template Version 12/10/2020

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

SRF Loan	Task Total
Grant and Loan Administration	\$ 0.00
Cultural and Environmental Reviews, and Permitting	\$ 0.00
Design Plans and Specifications	\$ 125,000.00
Construction Management	\$ 175,000.00
Construction	\$ 1,366,666.67
Project Close Out	\$ 0.00

Total: \$ 1,666,666.67

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	0.00 %	\$ 0.00	\$ 5,000,000.00	\$ 5,000,000.00
SRF Loan	0.00 %	\$ 0.00	\$ 1,666,666.67	\$ 1,666,666.67
Total		\$ 0.00	\$ 6,666,666.67	\$ 6,666,666.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of

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and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to

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provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.
- d. Real Property Acquisition and Relocation Assistance.
 1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
 2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

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C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

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2. “Section 319 Initial Data Reporting” form in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

(Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: [https://facweb.census.gov/..](https://facweb.census.gov/)

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

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E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

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The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or

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which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see

www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:

<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

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When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

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Recipient Name: City of Spokane

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon

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Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to

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the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY-

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after

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acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

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out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

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2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) [\(<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>\)](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) [\(<https://sam.gov/SAM/>\)](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQC-2022-Spokane-00138
Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault
Recipient Name: City of Spokane

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQC-2022-Spokane-00138
Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault
Recipient Name: City of Spokane

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2022-Spokane-00138

Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault

Recipient Name: City of Spokane

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2022-Spokane-00138
Project Title: Cochran Basin Stormwater Treatment Facility - Control Vault
Recipient Name: City of Spokane

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Resolution No. _____

A Resolution authorizing a loan and grant agreement between the City of Spokane and State of Washington Department of Ecology for the Cochran Basin Stormwater Treatment Facility-Control Vault.

WHEREAS, the State of Washington Department of Ecology has awarded one (1) loan and one (1) grant to the City of Spokane for a total amount of \$6,666,666.67 (\$1,666,666.67 loan/\$5,000,000 grant) to be used for the Cochran Basin Stormwater Treatment Facility-Control Vault: and

WHEREAS, of the \$1,666,666.67 loan, \$1,666,666.67 shall be used for the Cochran Basin Stormwater Treatment Facility-Control Vault; and

WHEREAS, of the \$5,000,000 grant, \$5,000,000 shall be used for the Cochran Basin Stormwater Treatment Facility-Control Vault; and

WHEREAS, the proceeds of the loan will be used to reduce the untreated stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan and grant Agreement between the City of Spokane and the State of Washington Department of Ecology for the above referenced project in substantially the form attached to this resolution.

ADOPTED by the City Council this _____ day of _____, 20____

City Clerk

Approved as to form:

Assistant City Attorney

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of the City of Spokane, (the RECIPIENT), and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

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

06/06/2022

Date Rec'd

5/24/2022

Clerk's File #

RES 2022-0052

Renews #**Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Cross Ref #**OPR 2019-0688 &
OPR 2019-0692**Contact Name/Phone**

MARK PAPICH 625-6310

Project #2018058 &
2018059**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**4250 – RESOLUTION TJ MEENACH WATER QUALITY AND COCHRAN BASIN
INFILTRATION P**Agenda Wording**

A resolution authorizing the Amendment No. 1 of the funding agreements between the City of Spokane, Department of Ecology for the TJ Meenach Water Quality and Cochran Basin Infiltration Ponds.

Summary (Background)

State of Washington Department of Ecology has awarded one loan and one grant to the City of Spokane for the amount of \$2,224,038.33, to be used for the TJ Meenach Water Quality Improvements (Ecology Agreement No. WQC-2019-Spokane-00148) and Cochran Basin Infiltration Ponds (Ecology Agreement No. WQC-2017-Spokane-00016).

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 0

0

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session\Other

PIES 5/23/22

Division Director

FEIST, MARLENE

Council Sponsor

Beggs/Kinnear

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

ddaniels@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

icmaccounting@spokanecity.org

Additional Approvals

eraea@spokanecity.org

Purchasing

mpapich@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

mdavis@spokanecity.org

kemiller@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Mark Papich, 625-6310
Contact Email	mpapich@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Ecology Grant and Loan Agreements and Amendments
Summary (Background)	<p>The City of Spokane has been awarded funding through the Department of Ecology for four water quality projects. Two of the agreements are new agreements and the other two are amendments to existing agreements where low interest loan dollars have been added to cover the City's 25% match on the grants. This funding includes both grant and low interest loan funding. All loan funding from Ecology requires a resolution. Each of the funded projects listed below is approved in the 2022-2027 Six Year Capital Improvement Program.</p> <p><u>Cochran Basin Stormwater Treatment Facility-Control Vault</u> SFAP Grant Amount: \$5,000,000 (25% match required) CWSRF Loan Amount: \$1,666,666.67 (Covers City's 25% match) Interest Rate: 2.4% Loan Term: 20 years Resolution required for loan funding</p> <p><u>2021-2023 Biennial Stormwater Capacity Grant</u> Capacity Grant Amount: \$70,000 (0% match)</p> <p><u>TJ Meenach Water Quality Improvements (Amendment to Existing Grant Agreement)</u> CWSRF Loan Amount: \$1,386,538.33 (Covers City's 25% match) Interest Rate: 2.6% Loan Term: 20 years Resolution required for loan funding</p> <p><u>Cochran Basin Infiltration Ponds Project (Amendment to Existing Grant Agreement)</u> CWSRF Loan Amount: \$837,500 (Covers City's 25% match) Interest Rate: 2.0% Loan Term: 20 years Resolution required for loan funding</p>
Proposed Council Action & Date:	Approve the two new funding agreements and the two amendments to existing funding agreements
Fiscal Impact: = \$8,960,705.00 Total Cost: 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: Utility Rates-IC

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?

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.

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 – These public works project to improve water quality and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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.

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 funded projects are identified in the 6-Year Capital Improvement Program as well as the annual budget.

Resolution No. 2022-0052

A Resolution authorizing the Amendment No. 1 of the funding agreements between the City of Spokane and State of Washington, Department of Ecology for the TJ Meenach Water Quality Improvements and Cochran Basin Infiltration Ponds.

WHEREAS, the State of Washington Department of Ecology has amended the existing grant agreements to include loan funds to the City of Spokane for a total amount of \$2,224,038.33, to be used for the TJ Meenach Water Quality Improvements (Ecology Agreement No. WQC-2019-Spokane-00148) and Cochran Basin Infiltration Ponds (Ecology Agreement No. WQC-2017-Spokane-00016).

WHEREAS, of the \$2,224,038.33 loan, \$1,386,538.33 shall be used for the TJ Meenach Water Quality Improvements and \$837,500.00 shall be used for the Cochran Basin Infiltration Ponds.

WHEREAS, the proceeds of the loan will be used to reduce the potential of untreated stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan Amendments and any subsequent amendments between the City of Spokane and the State of Washington Department of Ecology for the above referenced projects in substantially the form attached to this resolution.

ADOPTED by the City Council this _____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2019-Spokane-00148
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Spokane

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Spokane (RECIPIENT) for the TJ Meenach Water Quality Improvements (PROJECT).

This amendment is needed to initiate an additional funding distribution for this agreement and to extend the agreement end date. The new funding distribution is CWSRF loan funding which will be applied to meet the match requirement. It is mutually agreed that the agreement is amended as follows:

- 1) The total fund amount is increased by \$1,386,538.33 from \$4,159,615.00 to \$5,546,153.33
- 2) The loan EL220447 was created in the amount of \$1,386,538.33. Loan terms for EL220447 will be 20 year repayment period at a 2.6% interest rate. Estimated loan repayment schedule number AS-000000456, created on 01/07/2022, will apply to EL220447.
- 3) The project agreement completion date is extended, from 04/30/2023 to 01/30/2024.
- 4) Based upon the revised project agreement completion date of 01/30/2024, the loan EL220447, repayment will commence no later than 01/30/2025.

Based on legislative direction of timely use of funds and by WAC 173-98-810, Uses and Limitations of the Water Pollution Control Revolving Fund, work on this project must be completed within five years of the publication date of the Final Offer and Applicant List in which the project was proposed. The Final Offer and Applicant List for this PROJECT was published on May 2018. After the five-year limit is reached, a time extension of no more than twelve months may be made under certain circumstances. Due to deficiencies in RECIPIENT revenue, Ecology is approving an expiration date of January 30, 2024 and will not extend the expiration date past that date

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 04/30/2023 Amended: 01/30/2024

CHANGES TO THE BUDGET

Funding Distribution EL220447

Template Version 10/30/2015

Funding Title: SRF Loan

Funding Type: Loan

Funding Effective Date: 07/01/2018

Funding Expiration Date: 01/30/2024

Funding Source:

Title: FY19 SRF (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 2.6% Interest Rate: 2.3% Admin Charge: 0.3%

Terms: 20 years

Project Start Date: 07/01/2018

Project Completion Date: 01/30/2024

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 456

SRF Loan	Task Total
Project Administration/Management	\$ 0.00
Design Plans and Specs, Environmental Review	\$ 75,000.00
Construction Management	\$ 125,000.00
Construction	\$ 1,186,538.34

Total: \$ 1,386,538.34

CHANGES TO THE BUDGET

Funding Distribution EG190459

Funding Title: SFAP

Funding Type: Grant

Funding Effective Date: 07/01/2018

Funding Expiration Date: 01/30/2024

Funding Source:

Title: SFAP - SFY19

Fund:

Type: State

Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 0.00
Design Plans and Specs, Environmental Review	\$ 225,000.00
Construction Management	\$ 375,000.00
Construction	\$ 3,559,614.99

Total: \$ 4,159,614.99

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	0 %	\$ 0.00	\$ 4,159,614.99	\$ 4,159,614.99
SRF Loan	0 %	\$ 0.00	\$ 1,386,538.34	\$ 1,386,538.34
Total		\$ 0.00	\$ 5,546,153.33	\$ 5,546,153.33

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2018.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Spokane

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Nadine Woodward
Mayor

Date

Template Approved to Form by
Attorney General's Office

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of the City of Spokane, (the RECIPIENT), and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2017-Spokane-00016
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Spokane

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Spokane (RECIPIENT) for the Cochran Basin Infiltration Ponds (PROJECT).

This amendment is needed to initiate an additional funding distribution for this agreement. The new funding distribution is CWSRF loan funding which will be applied to meet the match requirement. It is mutually agreed that the agreement is amended as follows:

- 1) The total fund amount is increased by \$837,500.00, from \$2,512,500.00 to \$3,350,000.00.
- 2) The loan EL220264 is created in the amount of \$837,500.00. Loan terms for EL220264 will be 20 year repayment period at a 2.0% interest rate. Estimated loan repayment schedule number 421, created on November 15, 2021, will apply to EL220264.
- 3) Based upon the existing project agreement completion date of 12/31/2023, the loan EL220264, repayment will commence no later than 12/31/2024.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

CHANGES TO THE BUDGET

Funding Distribution EL220264

Funding Title: SRF Loan

Funding Type: Loan

Funding Effective Date: 01/01/2019

Funding Expiration Date: 12/31/2023

Funding Source:

Title: FY17 SRF (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part (K). Washington State

administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No
Effective Interest Rate: 2% Interest Rate: 1.7% Admin Charge: 0.3%
Terms: 20 years
Project Start Date: 01/01/2019 Project Completion Date: 12/31/2023
Estimated Initiation of Operation date:
Loan Security: Revenue Secure Lien Obligation of the Recipient
Final Accrued Interest: \$
Final Loan Amount: \$
Repayment Schedule Number: 421

SRF Loan	Task Total
Project Administration/Management	\$ 0.00
Design Plans and Specs, Environmental Review	\$ 67,000.00
Construction Management	\$ 100,500.00
Construction	\$ 670,000.00

Total: \$ 837,500.00

CHANGES TO THE BUDGET

Funding Distribution EG190460

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 01/01/2019 Funding Expiration Date: 12/31/2023
Funding Source:
Title: SFAP - SFY17

Fund:

Type: State

Funding Source %: 100%

Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 0.00
Design Plans and Specs, Environmental Review	\$ 201,000.00
Construction Management	\$ 301,500.00
Construction	\$ 2,010,000.00

Total: \$ 2,512,500.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	0 %	\$ 0.00	\$ 2,512,500.00	\$ 2,512,500.00
SRF Loan	0 %	\$ 0.00	\$ 837,500.00	\$ 837,500.00
Total		\$ 0.00	\$ 3,350,000.00	\$ 3,350,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 01/01/2019.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Spokane

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Nadine Woodward
Mayor

Date

Template Approved to Form by
Attorney General's Office

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of the City of Spokane, (the RECIPIENT), and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

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

12/13/2021

Date Rec'd

12/1/2021

Clerk's File #

ORD C36156

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AMENDING THE ORGANIZATION OF THE POLICE DEPARTMENT

Agenda Wording

An ordinance streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department to continue to support the functions and work of the Police Department. Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties "shall be prescribed, distributed, assigned, established, or discontinued by ordinance," at the time of the adoption of the annual budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 11/22/2021

Division Director**Council Sponsor**

CP Beggs

Finance**Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C36156

An ordinance streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department to continue to support the functions and work of the Police Department; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.375 of the Spokane Municipal Code is repealed in its entirety.

Section 2. That section 03.01A.385 of the Spokane Municipal Code is repealed in its entirety.

Section 3. That section 03.01A.390 of the Spokane Municipal Code is repealed in its entirety.

Section 4. That section 03.01A.400 of the Spokane Municipal Code is repealed in its entirety.

Section 5. Sections 2 and 3 of this ordinance shall take effect May 31, 2022 to provide time to designate and fund new classified positions. Sections 1 and 4 of this ordinance shall take effect when the current exempt employee holding the department head position in one of those departments authorized by SMC 03.01A.375 or SMC 03.01A.400 voluntarily leaves city service or is reassigned or terminated by the Chief of Police, at which time the respective SMC where the vacancy occurs shall be repealed, and the exempt position in it shall be eliminated or designated as a classified position under civil service.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO C36156

An ordinance streamlining the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department to continue to support the functions and work of the Police Department; and

WHEREAS, Section 25 of the City Charter requires that administrative departments and their rights, powers, and duties “shall be prescribed, distributed, assigned, established, or discontinued by ordinance,” and that such determinations shall be made at the time of the adoption of the annual budget.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.375 of the Spokane Municipal Code is repealed in its entirety.

Section 2. That section 03.01A.385 of the Spokane Municipal Code is repealed in its entirety.

Section 3. That section 03.01A.390 of the Spokane Municipal Code is repealed in its entirety.

Section 4. That section 03.01A.400 of the Spokane Municipal Code is repealed in its entirety.

Section 5. That this ordinance shall be effective May 31, 2022 to provide time to designate and fund new classified positions that will replace the exempt positions eliminated with these departments. This ordinance shall have no effect on the employment status of any person who holds an exempt position as of December 1, 2021 within a department which was eliminated by this ordinance. Such employees shall continue in their current exempt position until they voluntarily leave city service or are reassigned or terminated by the Chief of Police.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: February 16, 2022

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36173

FROM: Terri Pfister, City Clerk

RE: Vacation of the alley between Pacific Avenue and Second Avenue

Attached is a copy of Ordinance C36173 for the vacation of:

the alley between Pacific Avenue and Second Avenue from the east line of Sherman Street to the west line of Sheridan Street.

This ordinance was read for the first time on February 7, 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 11:08 PST)

City Clerk

Feb 16, 2022

Date

Precedent conditions have been met and Ordinance C36173 is hereby returned for Final Reading.

Eldon Brown

Principal Engineer – Developer Services

Dated: 05/26/22



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 7, 2022

City Clerk File No.:
ORD C36173

COUNCIL ACTION MEMORANDUM


RE: HEARING ON VACATION OF THE ALLEY BETWEEN PACIFIC AND SECOND AVENUES FROM SHERMAN STREET TO SHERIDAN STREET (AS REQUESTED BY BOB COOKE) and RELATED FIRST READING ORDINANCE C36173

During its 6:00 p.m. Legislative Session held virtually February 7, 2022, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated December 15, 2021), the vacation of the alley between Pacific and Second Avenues, from Sherman Street to Sheridan Street.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

In conjunction with the hearing, Ordinance C36173—vacating the alley between Pacific and Second Avenues, from the east line of Sherman Street to the west line of Sheridan Street—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk

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

02/07/2022

Date Rec'd	1/10/2022
Clerk's File #	ORD C36173
Renews #	
Cross Ref #	RES 2022-0004
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 – STREET VACATION OF THE ALLEY BETWEEN PACIFIC AND 2ND, FROM SHERMAN T

Agenda Wording

Vacation of the alley between Pacific and 2nd, from Sherman to Sheridan, as requested by Bob Cooke.

Summary (Background)

At its legislative session held on January 3, 2022, the City Council set a hearing on the above vacation for the alley between Pacific and 2nd, from Sherman to Sheridan. Staff has solicited responses from all concerned parties.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	BECKER, KRIS
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	RICHMAN, JAMES
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	UE 12/13/21
Council Sponsor	CM Michael Cathcart

Additional Approvals

Purchasing	kbecker@spokanecity.org
	rbenzie@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

2/7/2022

AND FURTHER ACTION WAS DEFERRED

Sam H. Gault
CITY CLERK

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36173

An ordinance vacating the alley between Pacific Avenue and 2nd Avenue, from the east line of Sherman Street to the west line of Sheridan Street,

WHEREAS, a petition for the vacation of the alley between Pacific Avenue and 2nd Avenue, from the east line of Sherman Street to the west line of Sheridan 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 the alley between Pacific Avenue and 2nd Avenue, from the east line of Sherman Street to the west line of Sheridan Street and located within the Northwest Quarter of Section 20, Township 25 North, Range 43 East, W.M. is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Zayo Communications, CenturyLink/Lumen, Comcast, and Verizon/MCI Metro 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: _____

P2106918VACA

E Sprague Ave

E 1st Ave

E 1st-Pacific Aly

E 1st-Pacific Aly

E Pacific Ave

E Pacific-2nd Aly

E 2nd Ave

E 2nd-3rd Aly

E 3rd Ave

S Grant St


S Sheridan St

0 70 140 210 Feet

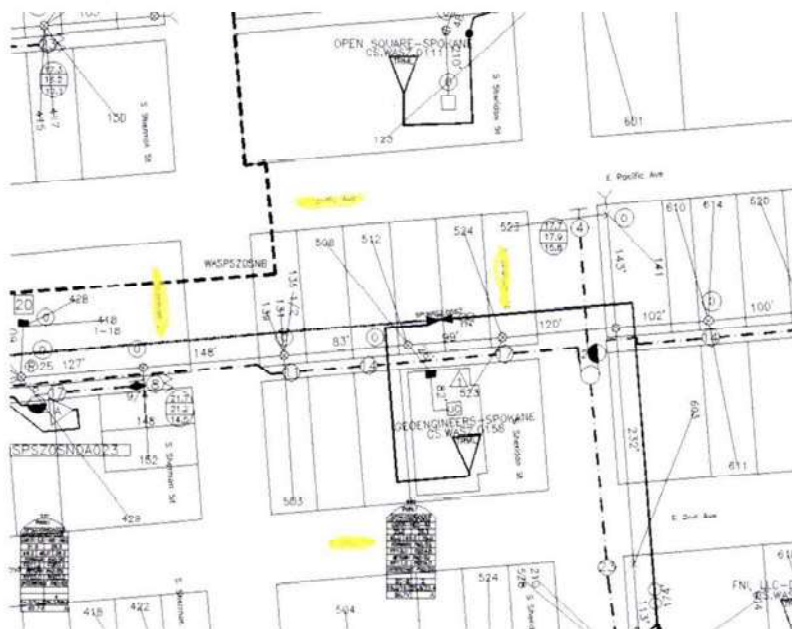
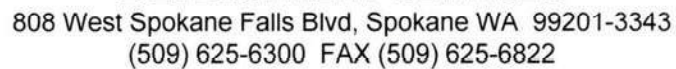


Right-of-way Description:
Alley between Pacific Ave and 2nd Ave
from the east line of Sherman St. to the west
line of Sheridan St.

Legend

 Proposed Vacation





CENTURYLINK/LUMEN – Qwest Corporation d/b/a CENTURYLINK QC ("CenturyLink") has reviewed the request for the subject vacation and has determined that in order to protect its facilities CenturyLink must reserve its rights.

Please SAVE AND EXCEPT an EASEMENT to CenturyLink over the following area/s:

Alley between Pacific Ave and 2nd Ave, East of Sherman St, as further described and/or depicted on the attached Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area. This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

INLAND POWER – Inland Power & Light has no facilities within the proposed area to vacate.

EXTENET – Extenet is all clear, we don't have assets in this area.

ZAYO COMMUNICATIONS – Zayo/ELI currently has facilities in that Alley/requested RW Vacation area that would need to be maintained, as we provide services to customers off. Unless a relocation was completed and new design to provide services to those customers. We would request our facilities be maintained in that current ROW area.

VERIZON – Verizon has assets in the alley that can't be relocated.

INTEGRATED CAPITAL MANAGEMENT – No comments

FIRE DEPARTMENT – No comments

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS – Nothing addressed to the alley here, so no issues from 911.

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

DEVELOPER SERVICES – PLANNING – The alley system is still in tack in this area, although it could use improvement. As the South University District redevelops these alley's will provide necessary access to the parcels as the streetscape builds out. Understanding the grade change on this block this will benefit the parcels to the north of this particular stretch of alley as they build out over time. Current Planning would not support the vacation of this alley.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has reviewed the document(s), and has no comments.

WASTEWATER MANAGEMENT – Wastewater Management has no assets in the proposed vacation area. Therefore we have no objection to the vacation provided on site runoff be maintained and treated on site.

WATER DEPARTMENT - No comments

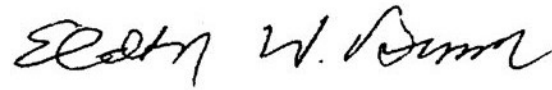
BICYCLE ADVISORY BOARD – I agree that we should try to maintain the right of way adjacent to this alleyway but it is important to note that the alleyway to the west, north of something else deli, has a significant grade change and does not connect through as it's currently used for a garbage pickup and might already be vacated as well. In general, I'm against closing off any through connections in our alleyways especially if we (the BAB) think there is a possibility of an east connection.

BICYCLE ADVISORY BOARD - I agree that given the importance of Sherman, 2nd Ave, and Pacific in the connectivity of this area of town for all modes of traffic that there should be concern about giving up any public right of way in this part of town

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link/Lumen, Avista Utilities, Comcast, Zayo Communications, and Verizon/MCI Metro shall be retained to protect existing and future utilities.
2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$43,200.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
3. The plans for termination and closure of the alley must be submitted and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed or bonded for before final vacation approval.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2022

Eldon Brown, P.E.
Principal Engineer – Planning & Development

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive style with a large, stylized "E" and a long, sweeping underline.












ORD C36173 First Reading Transmittal

Final Audit Report

2022-05-25

Created:	2022-02-16
By:	Laura Price (lprice@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmeOSxvYmN8qgOF70VGvxLmqkjLhiO

"ORD C36173 First Reading Transmittal" History

-  Document created by Laura Price (lprice@spokanecity.org)
2022-02-16 - 6:23:33 PM GMT- IP address: 198.1.39.252
-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature
2022-02-16 - 6:24:10 PM GMT
-  Email viewed by Terri Pfister (tpfister@spokanecity.org)
2022-02-16 - 7:08:24 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Terri Pfister (tpfister@spokanecity.org)
Signature Date: 2022-02-16 - 7:08:50 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Eldon Brown (ebrown@spokanecity.org) for signature
2022-02-16 - 7:08:52 PM GMT
-  Email viewed by Eldon Brown (ebrown@spokanecity.org)
2022-02-17 - 0:21:16 AM GMT- IP address: 198.1.39.252
-  New document URL requested by Eldon Brown (ebrown@spokanecity.org)
2022-05-25 - 11:24:08 PM GMT- IP address: 198.1.39.252
-  New document URL requested by Erik Johnson (edjohnson@spokanecity.org)
2022-05-25 - 11:26:52 PM GMT- IP address: 198.1.39.252
-  Email viewed by Eldon Brown (ebrown@spokanecity.org)
2022-05-25 - 11:37:11 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Eldon Brown (ebrown@spokanecity.org)
Signature Date: 2022-05-25 - 11:44:03 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2022-05-25 - 11:44:03 PM GMT



Adobe Acrobat Sign






ORD C36173 First Reading Transmittal - signed

Final Audit Report

2022-05-26

Created:	2022-05-26
By:	Laura Price (lprice@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7uKqsoGVHqEA5RVOsbyG1-uct80Btii

"ORD C36173 First Reading Transmittal - signed" History

-  Document created by Laura Price (lprice@spokanecity.org)
2022-05-26 - 4:15:05 PM GMT- IP address: 198.1.39.252
-  Document emailed to Eldon Brown (ebrown@spokanecity.org) for signature
2022-05-26 - 4:17:05 PM GMT
-  Email viewed by Eldon Brown (ebrown@spokanecity.org)
2022-05-26 - 4:18:08 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Eldon Brown (ebrown@spokanecity.org)
Signature Date: 2022-05-26 - 4:19:15 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2022-05-26 - 4:19:15 PM GMT



Agenda Sheet for City Council Meeting of:
05/02/2022

Date Rec'd	4/18/2022
Clerk's File #	ORD C36203
Renews #	

Submitting Dept	NEIGHBORHOOD SERVICES	Cross Ref #	
Contact Name/Phone	CARLY CORTRIGHT X6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0550 - SPECIAL EVENT ORDINANCE UPDATE		

Agenda Wording

Updates to section 10.39 of Spokane Municipal Code regarding special event cost recovery, application fees, and language clean-up.

Summary (Background)

Current language in SMC 10.39 allows for 100% cost recovery for personnel costs related to public safety for special events, unless waived. To create more transparency and equity, a flat fee cost recovery for legacy events will replace this language with a proposed 25% cost recovery for parades and 75% for all other events. In response to COVID-19 pandemic, this flat fee will be phased in. Other changes include increase in application fee and language clean-up to be consistent with practice.

Lease?	NO	Grant related?	NO	Public Works?	NO
<u>Fiscal Impact</u>			<u>Budget Account</u>		
Select	\$	#			
Select	\$	#			
Select	\$	#			
Select	\$	#			
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		CORTRIGHT, CARLY	<u>Study Session\Other</u>		UE 4/11/22
<u>Division Director</u>		SWEET, HEATHER	<u>Council Sponsor</u>		Breean Beggs; Zack Zappone
<u>Finance</u>		ORLOB, KIMBERLY	<u>Distribution List</u>		
<u>Legal</u>		PICCOLO, MIKE	ccortright@spokanecity.org		
<u>For the Mayor</u>		ORMSBY, MICHAEL	cortiz@spokanecity.org		
<u>Additional Approvals</u>			korlob@spokanecity.org		
<u>Purchasing</u>			kschmitt@spokanecity.org		

ORDINANCE NO. C36203

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 10.39 SMC is amended to read as follows:

Chapter 10.39 Special Events (~~(--Parades--Demonstrations)~~)

Section 2. That SMC 10.39.010 is amended to read as follows:

10.39.010 Definitions

- A. "Applicant" is the person (~~((representing the entity, group or association who has the authority from the same to apply for the special event permit.))~~) applying for the special event permit on their own behalf or on behalf of a group.
- B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.
- C. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).
- ~~((C-))~~ D. "Commercial special event" means any special event organized and conducted by any person or group that does not qualify as a tax-exempt nonprofit organization.
- ~~((D-))~~ E. "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.
- ~~((E-))~~ F. "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.

~~((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))~~

~~((F.))~~ G. “Float” is any decorated parade entry.

H. “Issuing Authority” means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.

I. “Legacy Event” is a large-scale event with the following attributes:

- a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;
- b. brings a significant and sustained economic benefit to the City of Spokane, as independently-verified through increased revenues to the City,
- c. brings improved infrastructure and increases amenities to the areas surrounding the event.

A determination of what qualifies as a “legacy event” is made by the issuing authority.

~~((G.))~~ J. “Noncommercial special event” means:

1. ~~((any special))~~ special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or
2. ~~((a special))~~ special event whose principal purpose is expressive activity and does not involve fundraising.

~~((H.))~~ K. “Outdoor concert” is any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment.

~~((I.))~~ L. “Parade” is any organized group marching or in procession, whether on foot, animal or vehicle.

~~((J.))~~ M. Special event” is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.

~~((J. Special event" is a preplanned activity (including a parade or demonstration) sponsored by groups or organizations that involves the use of or has an impact on public property or facilities and the provision of City public safety services in response thereto.))~~

~~((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.))~~

~~((K.))~~ N. "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.

~~((L. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).))~~

Section 3. That SMC 10.39.020 is amended to read as follows:

10.39.020 Special Event Permit Approval Required

A. No person or group may sponsor, promote or conduct a special event ~~within the City that involves the use of or impacts public property or a city park~~ without a permit under this chapter. ~~((, in case the special event is on park property, without a permit under chapter 12.06 SMC.))~~

1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.

~~((B. The permit under this chapter is in the nature of class III licenses as provided in chapter 4.04 SMC issued by the chief of police and/or fire chief.))~~

Section 4. That SMC 10.39.030 is amended to read as follows:

10.39.030 Application Process

A. Time for Filing.

1. The application for special event permit shall be filed ~~((with the City license officer not less than thirty calendar days before the time when it is proposed to conduct the special event))~~ proposed special event.
- ~~((2.))~~ ~~((If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.))~~
- ~~((3.))~~ 2. ~~((Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.))~~ The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

1. the name, telephone number and address of the applicant or the principals of the applicant;
2. the date and time of the event;
3. the probable number of participants;
4. the place or route of the event, including a map and written narrative of the proposed route;
5. a description of all public ways proposed to be blocked;
6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
8. the number and location of portable sanitation facilities;

9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;
 10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
 11. a description of the types and number of vehicles to be used in the special event;
 12. insurance and surety bond information;
 13. any other additional information required by special event regulations.
- C. The date of the special event shall not be confirmed until the special event permit is issued.
- D. The application for a special event permit is deemed complete when the applicant has provided to the City issuing authority all of the information required by this chapter.

Section 5. That SMC 10.39.040 is amended to read as follows:

10.39.040 Conditions Affecting the Special Event Permit Process

- A. ~~((The license officer may impose reasonable))~~ Reasonable and necessary conditions ~~provided by this chapter on~~ may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
 2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
 3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
 4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
 5. interfere with any other special event for which a permit has already been granted.

- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.
- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
 - 1. A permit is required from the Washington Liquor Cannabis Board.
 - 2. Beer garden must close by 10 PM.
 - 3. Liquor Endorsement must be included on insurance coverage.
 - 4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
 - 5. Clearly designated entrance/exit points.
 - 6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.
 - 7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
 - 8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.
 - 9. Only one beer garden allowed per event.

Section 6. That SMC 10.39.050 is amended to read as follows:

10.39.050 Denial of Permit – Revocation of Permit

- A. Denial. An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. Denial of the special event permit shall be made in writing as soon as reasonably practicable.
- ~~((B.)) ((Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.))~~
- B. ~~((Revocation.))~~
Revocation. The ~~((license officer))~~ issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the

permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

Section 7. That SMC 10.39.055 is amended to read as follows:

10.39.055 Violation

- A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the issuing authority (~~((City of Spokane Police or Fire Department))~~), they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

Section 8. That SMC 10.39.070 is amended to read as follows:

10.39.070 Appeal of Denial or Revocation (~~of Special Event Permit~~)

~~((A denial of a special events permit may be appealed pursuant to SMC 4.04.100.))~~

- A. A person or group aggrieved by the denial or revocation of a special event permit may appeal that decision to the City's Hearing Examiner by filing a written appeal stating the grounds for appeal.
- B. The appeal must be filed with the City Clerk no later than fourteen calendar days following the denial or revocation, and a copy of the appeal must be served on the issuing authority.
- C. Upon filing of the appeal, the City Clerk shall forward the appeal to the City's Hearing Examiner pursuant to SMC 17G.050.070.
- D. Upon receiving an administrative appeal, the hearing examiner's office shall schedule a hearing on the appeal with the appropriate parties within thirty days of the date of the appeal unless the parties agree to extend the appeal date past thirty days.
- E. The appeal shall be conducted in accordance with the procedures set forth in SMC 17G.050.320.

Section 9. That SMC 10.39.090 is amended to read as follows:

10.39.090 Cost Recovery for Special Events

- A. Except when waived by the mayor or by city council resolution for any special event, the ~~((licensing officer))~~ issuing authority shall charge:
1. an administrative processing fee ~~((of fifty dollars))~~ per event paid at the time of application in the amount of:
 - a. \$50 for Small Event (0-50 attendees).
 - b. \$100 for Medium Event (51-1000 attendees), and
 - c. \$250 for Large Event (1001-10,000 attendees), and
 - d. \$500 for Extra Large Event (10,001 or more attendees).
 2. the cost of ~~the police officers and other~~ City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows: ~~((:))~~
 - a. Non-profit park events or street parades sponsored by a Neighborhood Council and which take place entirely outside of the downtown core shall be capped at \$400 – including all administrative costs.
 - b. On or before June 4, 2023, staff may recommend changes to this fee cap to Council.
 3. any park reservation fees associated with a special event.
- B. The fees and costs shall be estimated in writing by the ~~((licensing officer))~~ issuing authority and given to the applicant prior to the issuance of the special event permit.

<u>Event</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025 and beyond</u>
<u>Bloomsday</u>	<u>\$0</u>	<u>\$12,000</u>	<u>\$24,000</u>	<u>\$48,000</u>
<u>Hillyard Hi-Jinx Parade</u>	<u>\$0</u>	<u>\$200</u>	<u>\$400</u>	<u>\$400</u>
<u>Hoopfest</u>	<u>\$0</u>	<u>\$22,500</u>	<u>\$45,000</u>	<u>\$90,000</u>
<u>Junior Lilac Parade</u>	<u>\$0</u>	<u>\$875</u>	<u>\$1,750</u>	<u>\$3,500</u>
<u>Lilac Parade</u>	<u>\$0</u>	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$20,000</u>
<u>Pig Out in the Park</u>	<u>\$0</u>	<u>\$4,125</u>	<u>\$8,250</u>	<u>\$16,500</u>
<u>St. Patrick's Day Parade</u>	<u>\$0</u>	<u>\$1,375</u>	<u>\$2,750</u>	<u>\$5,500</u>

- c. 25% of personnel costs for any community parade
- d. 75% of personnel costs for all other events

- C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.
- D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.
- E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.
 - 1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.
 - 2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 10. That SMC 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 - 1. peddling merchandise, and
 - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
 - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
 - 2. keeping of animals;

3. building relocation;
 4. certain contracting;
 5. commercial use and sale of fireworks;
 6. private or special police;
 7. dealing in used goods;
 8. operating for-hire vehicles
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
1. moving buildings;
 2. operating cable television;
 3. certain contracting;
 4. collecting garbage or commercial recyclables (SMC 13.02.0204);
 5. distributing natural gas;
 6. maintaining mechanical newspaper vendors;
 - ~~((7. parades, special events, and demonstrations;))~~
 - ~~((8.))~~ 7. operating telephone and telegraph equipment;
 - ~~((9.))~~ 8. operating sidewalk cafes; and
 - ~~((10.))~~ 9. doing commercial tree work.

Section 11. That SMC 17G.050.070 is amended to read as follows:

17G.050.070 Jurisdiction

- A. The office of hearing examiner exercises all quasi-judicial powers and functions authorized by the city council.
- B. Specifically, the hearing examiner conducts public hearings and renders decisions on:

1. Type III project permit applications including plats, planned unit developments, variances, certificates of compliance, rezones and conditional use permits;
2. appeals from decisions of the director of planning services, engineering services, the building official and the responsible official under SEPA under the land use codes;
3. appeals from decisions of the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230;
4. decisions appealed from the animal control agency on dangerous dog determinations. In addition, the hearing examiner is authorized to promulgate rules and procedures necessary to conduct the appeal hearings pursuant to SMC 10.03.020;
5. appeals from the community advisory board and SMC 10.23A.070;
6. appeals from the denial or revocation of special event permits issued pursuant to Chapter 10.39 SMC.

~~((6-))~~ 7. decisions and interpretations of the fire official relating to the fire code;

~~((7-))~~ 8. such other matters as the council may from time to time refer.

The hearing examiner may refer any matter pending before him or her to the plan commission whenever there is involved a major question of policy.

- C. The hearing examiner has such other powers as are necessary to carry out the intent of this chapter, including to conduct pre-hearing conferences, to require the submittal of information, to schedule and continue hearings, to rule on all evidentiary, procedural and other matters, and to prescribe regulations and rules of procedure for the conduct of hearings and other proceedings authorized by this chapter, subject to the approval of the city council.
- D. The hearing examiner may include in a decision any conditions of approval that are necessary to insure that the proposal complies with all applicable zoning code criteria and comprehensive plan policies and does not adversely affect surrounding property or the area.
- E. The hearing examiner may revoke an approved permit for failure to comply with any such conditions, upon application by City officials or individuals with standing under [chapter 17G.060 SMC](#).

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective

ORDINANCE NO. C36203

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, and 10.39.090.

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Chapter 10.39 Special Events (~~(--Parades--Demonstrations)~~)

Section 2. That SMC 10.39.010 is amended to read as follows:

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- B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.
- C. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).
- ~~((C.))~~ D. "Commercial special event" means any special event organized and conducted by any person or group that does not qualify as a tax-exempt nonprofit organization.
- ~~((D.))~~ E. "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.
- ~~((E.))~~ F. "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.

~~((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))~~

~~((F.))~~ G. “Float” is any decorated parade entry.

H. “Issuing Authority” means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.

I. “Legacy Event” is a large-scale event with the following attributes:

- a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;
- b. brings a significant and sustained economic benefit to the City of Spokane, as independently-verified through increased revenues to the City,
- c. brings improved infrastructure and increases amenities to the areas surrounding the event.

A determination of what qualifies as a “legacy event” is made by the issuing authority.

~~((G.))~~ J. “Noncommercial special event” means:

1. ~~((any special))~~ special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or
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~~((J.))~~ M. Special event” is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.

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~~public property or facilities and the provision of City public safety services in response thereto.))~~

~~((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.))~~

~~((K.))~~ N. "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.

~~((L. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).))~~

Section 3. That SMC 10.39.020 is amended to read as follows:

10.39.020 Special Event Permit Approval Required

A. No person or group may sponsor, promote or conduct a special event ~~within the City that involves the use of or impacts public property or a city park without a permit under this chapter. ((, in case the special event is on park property, without a permit under chapter 12.06 SMC.))~~

1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.

~~((B. The permit under this chapter is in the nature of class III licenses as provided in chapter 4.04 SMC issued by the chief of police and/or fire chief.))~~

Section 4. That SMC 10.39.030 is amended to read as follows:

10.39.030 Application Process

A. Time for Filing.

1. The application for special event permit shall be filed ~~((with the City license officer not less than thirty calendar days before the time when it is proposed to conduct the special event))~~ proposed special event.
- ~~((2.))~~ ~~((If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.))~~
- ~~((3.))~~ ~~2. ((Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.))~~ The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

1. the name, telephone number and address of the applicant or the principals of the applicant;
2. the date and time of the event;
3. the probable number of participants;
4. the place or route of the event, including a map and written narrative of the proposed route;
5. a description of all public ways proposed to be blocked;
6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
8. the number and location of portable sanitation facilities;
9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;

10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
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- A. (~~The license officer may impose reasonable~~) Reasonable and necessary conditions ~~provided by this chapter on~~ may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
 2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
 3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
 4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
 5. interfere with any other special event for which a permit has already been granted.
- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.

- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
1. A permit is required from the Washington Liquor Cannabis Board.
 2. Beer garden must close by 10 PM.
 3. Liquor Endorsement must be included on insurance coverage.
 4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
 5. Clearly designated entrance/exit points.
 6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.
 7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
 8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.
 9. Only one beer garden allowed per event.

Section 6. That SMC 10.39.050 is amended to read as follows:

10.39.050 Denial of Permit – Revocation of Permit

- A. Denial. An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. Denial of the special event permit shall be made in writing as soon as reasonably practicable.
- ~~((B.)) ((Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.))~~
- B. ~~((Revocation.))~~
Revocation. The ~~((license officer))~~ issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

Section 7. That SMC 10.39.055 is amended to read as follows:

10.39.055 Violation

- A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the issuing authority (~~City of Spokane Police or Fire Department~~), they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

Section 8. That SMC 10.39.090 is amended to read as follows:

10.39.090 Cost Recovery for Special Events

- A. Except when waived by the mayor or by city council resolution for any special event, the (~~licensing officer~~) issuing authority shall charge:
 - 1. an administrative processing fee (~~of fifty dollars~~) per event paid at the time of application in the amount of:
 - a. \$50 for Small Event (0-50 attendees),
 - b. \$100 for Medium Event (51-1000 attendees), and
 - c. \$250 for Large Event (1001-10,000 attendees), and
 - d. \$500 for Extra Large Event (10,001 or more attendees).
 - 2. the cost of ~~the police officers and other~~ City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows: (~~-~~)

a. The following legacy events will be charged a flat fee as assessed in following table:

<u>Event</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025 and beyond</u>
<u>Bloomsday</u>	<u>\$0</u>	<u>\$12,000</u>	<u>\$24,000</u>	<u>\$48,000</u>
<u>Hillyard Hi-Jinx Parade</u>	<u>\$0</u>	<u>\$200</u>	<u>\$400</u>	<u>\$800</u>
<u>Hoopfest</u>	<u>\$0</u>	<u>\$22,500</u>	<u>\$45,000</u>	<u>\$90,000</u>
<u>Junior Lilac Parade</u>	<u>\$0</u>	<u>\$875</u>	<u>\$1,750</u>	<u>\$3,500</u>
<u>Lilac Parade</u>	<u>\$0</u>	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$20,000</u>
<u>Pig Out in the Park</u>	<u>\$0</u>	<u>\$4,125</u>	<u>\$8,250</u>	<u>\$16,500</u>
<u>St. Patrick's Day Parade</u>	<u>\$0</u>	<u>\$1,375</u>	<u>\$2,750</u>	<u>\$5,500</u>

- b. 25% of personnel costs for any community parade
- c. 75% of personnel costs for all other events

3. any park reservation fees associated with a special event.

- B. The fees and costs shall be estimated in writing by the ~~((licensing officer))~~ issuing authority and given to the applicant prior to the issuance of the special event permit.
- C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.
- D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.
- E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.
 - 1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.
 - 2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 9. That SMC 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 - 1. peddling merchandise, and
 - 2. solicitation of money or things of value.

C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:

1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
2. keeping of animals;
3. building relocation;
4. certain contracting;
5. commercial use and sale of fireworks;
6. private or special police;
7. dealing in used goods;
8. operating for-hire vehicles

D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:

1. moving buildings;
2. operating cable television;
3. certain contracting;
4. collecting garbage or commercial recyclables (SMC 13.02.0204);
5. distributing natural gas;
6. maintaining mechanical newspaper vendors;

~~((7. parades, special events, and demonstrations;))~~

~~((8.))~~ 7. operating telephone and telegraph equipment;

~~((9.))~~ 8. operating sidewalk cafes; and

~~((10.))~~ 9. doing commercial tree work.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective

Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Carly Cortright 625-6263
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	SMC 10.39 Modifications: Special Events Cost Recovery
Summary (Background)	<p>SMC 10.39 currently outlines 100% public safety cost recovery for events in the right of way unless waived by City Council or Mayor. Historically, we have completely waived public safety costs for parades and have waived 40% of the costs for Bloomsday, Hoopfest, and Pig Out in the Park in recognition of their economic impact.</p> <p>Starting back in 2019, City Council asked for a cost recovery model that was more transparent and equitable for all events. We proposed a tiered approach in 2020 just before the COVID pandemic which forced the delay of adding the ordinance to Council agenda until 2021. The tiered approach was 25% for parades (free community events who have paid 0% traditionally), 50% for events with major economic impact, or the Big 3, (Bloomsday, Hoopfest, and Pig Out in the Park), and 75% for all other events. First Amendment or free speech events would remain capped at a \$500 total cost recovery. We also proposed increasing the application fee based on event size to help offset part of the staff time involved in reviewing and coordinating these events.</p> <p>In spring of 2021 this tiered approach was presented again, the major legacy events in Spokane that make up the majority of the costs associated with special events provided feedback that the unpredictable nature of how much the total cost would be (due to variations in staffing these events based on both police and fire seniority per union contract as well as potential security risks at time of the event), was too difficult to budget for non-profits often running on a shoe-string budget. Based on this feedback, we developed a flat-fee approach for these events, but based on the on-going COVID pandemic, the ordinance changes were suspended indefinitely in April 2021.</p> <p>We are bringing these changes forward again, this time with a phased-in approach to assist events with recovery following the COVID pandemic. The flat fee approach was based on the previous agreed to tier approach, but capped based on the 5 year average for those events plus a 20% increase to capture the increase in police wages as a result of their contract being settled. For example, for parades, 25% of the most recent 5 year average plus 20% was used to determine their flat fee as shown in the following table in the “2025” column. For the Big 3, this was 50% of their 5 year</p>

average. However, we are phasing in these costs over 4 years: 0% cost recovery in 2022, 25% in 2022, 50% in 2024, and then starting in 2025 would be the ongoing flat fee charged.

This phased in approach not only recognizes the impacts of the pandemic on events, but also helps the parades secure funding to continue these events going forward. As previously determined, cost recovery for demonstration or free speech events will be capped at \$500. We are also recommending increases to the application fee based on size event from the current \$50 in recognition of the staff time involved in special events. Additionally, we are in the middle of a software implementation to streamline the application process for events as well as the approval process for staff, and the application fees will cover the cost of this software. The increase in application fees will help make sure we are able to continue to pay for this software based on their annual price increases. The majority of events will stay at \$50 or increase to \$100. For events with more than 1000 attendees, the price will increase to \$250, and for events with more than 10,000, the application fee will be \$500. This is consistent with other communities of our size as well.

EVENT	2022	2023	2024	2025
Bloomsday	\$ -	\$ 12,000	\$ 24,000	\$ 48,000
Hillyard Hi-Jinx Parade	\$ -	\$ 200	\$ 400	\$ 800
Hoopfest	\$ -	\$ 22,500	\$ 45,000	\$ 90,000
Jr. Lilac Parade	\$ -	\$ 875	\$ 1,750	\$ 3,500
Lilac Parade	\$ -	\$ 5,000	\$ 10,000	\$ 20,000
Pig Out in the Park	\$ -	\$ 4,125	\$ 8,250	\$ 16,500
St. Patrick's Day Parade	\$ -	\$ 1,375	\$ 2,750	\$ 5,500

Also, in making these changes to SMC 10.39, as previously presented in 2021, we also are recommending some other clean-up of the code in terms of language (references to codes that have since been repealed), better clarity on issuing authority (between the Chief of Police and the Parks Director depending on location of event), and appeals process for permit denials (which previously referred to a different section of the municipal code). None of these changes are a reflection of a change in practice, but simply codify existing procedure.

Proposed Council Action & Date: Approve Ordinance changes: First Reading April 25th; Final Reading May 2nd

Fiscal Impact:
Total Cost: Varies by year, but in 2019 cost was \$401,668 and city recovered \$147,495. Under proposal, in 2022 cost recovery would be ~\$23,500. In 2023, ~\$69,500; in 2024, ~\$115,500, and in 2025 and beyond, ~\$207,500.

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

Funding Source ☐ One-time ☒ Recurring
Specify funding source: funds are recovered for public safety costs from special event sponsors

Expense Occurrence ☐ One-time ☒ Recurring

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

Public Safety special event costs are typically in the form of overtime spent for personnel assigned to the event. Per the ordinance we can recover those costs from the events unless waived. This proposal, starting in 2023, would recover funds from events previously not charges, and while not 100% off-setting, is higher than in the past

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None to minimal; we are proposing increasing the application fee, but should be minimal impact for majority of events. Demonstration, or 1st Amendment, events would still be capped at \$500 for max cost recovery.

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?

We will continue to analyze cost of events compared to their cost recovery to determine if the flat fee charged is still consistent with intent.

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?

N/A



Agenda Sheet for City Council Meeting of: 05/23/2022

Date Rec'd	5/10/2022
Clerk's File #	ORD C36214
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	ELDON BROWN X6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 - AMENDING ORDINANCE C-26266

Agenda Wording

Amending Ordinance C-26266 to release an easement

Summary (Background)

The Downtown Stadium Project is underway and is being built across the vacated right-of-way of Gardner Ave between Howard and Washington. When that stretch of right-of-way was vacated back in 1981, the City reserved an easement across it for the utilities of Pacific Northwest Bell (now Lumen). Lumen no longer has facilities in that area and is agreeable to the easement release. Developer Services - Engineering would like to amend the ordinance to release the easement that is no longer necessary

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session\Other</u>	UE 5/9/22
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Zach Zappone & Karen Stratton
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		rbenzie@spokanecity.org	
<u>Purchasing</u>		smacdonald@spokanecity.org	
		sbishop@spokanecity.org	
		kbecker@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36214

An ordinance amending Ordinance C-26266 that vacated Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, the same being located between Howard and Washington Streets, in the City and County of Spokane, and providing for an effective date.

WHEREAS, The City Council has by resolution initiated vacation procedure for the vacation of Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, the same being located between Howard and Washington Streets, in the City of Spokane, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, notice has been given to all abutting property owners as is required by RCW 35.79; and

WHEREAS, at a hearing held before the City Council on July 28, 1980 pursuant to notice, the matter was fully considered and discussed before the City Council by those responding to the notice given, and the City Council did consider and discuss the matter of the vacation of said street at said hearing;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Gardner Avenue from the extended west line of Lot 47, Block 2, of Keystone Addition, to the extended east line of Lot 63, Block 2, of Keystone Addition, in the City of Spokane, the same being located between Howard and Washington Streets, is hereby vacated.

Section 2. ~~An easement is reserved and retained for the present overhead line of Pacific Northwest Bell.~~

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement Location



Right-of-way Description:
Portion of Gardner Ave between Howard St
and Washington St. vacated via
Ordinance C-26266

Legend

 Easment Location

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

ORD C36218

Renews #**Submitting Dept**

PARKS - RECREATION

Cross Ref #**Contact Name/Phone**

GARRETT JONES 363-5462

Project #**Contact E-Mail**

GJONES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

1400 SMC CHAPTER 04.11 LANGUAGE ADD RELATING TO PARK BOARD TERMS

Agenda Wording

Spokane Municipal Code Chapter 04.11 language add relating to Park Board member terms

Summary (Background)

SMC Chapter 04.11 reads Park Board members "shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The Park Board views this language is contrary to that of the Park Board charter language, tradition and practice. Proposed language reads "Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of the member's term."

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

CONLEY, JASON K.

Study Session\Other

UE - 5/9/2022

Division Director

JONES, GARRETT

Council Sponsor

Stratton and Zappone

Finance

MURRAY, MICHELLE

Distribution List**Legal**

RICHMAN, JAMES

pclarke@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Urban Experience Committee Agenda Sheet

Submitting Department	Parks and Recreation
Contact Name & Phone	Garrett Jones – 509-363-5462
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	Councilmembers Karen Stratton and Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Spokane Municipal Code Chapter 04.11 language add relating to Park Board member terms
Summary (Background)	<p>Currently SMC 04.01.030 reads: Unless otherwise specifically prohibited by the document creating the appointment to a City board, commission or agency, the incumbent members appointed by the city council shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The proposed language change to Section 04.11.015 reads as follows: Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of the member's term.</p> <p>The Park Board Charter contains specific language, stating the time and date dictating when an expired Park Board member's term ends, and this language is consistent with the tradition and practice of expired Park Board member terms, mandating that a member not return to their seat, if vacant. The allowance of the SMC language for an expired member to remain in their seat is contrary to that of the Park Board charter language, tradition, and practice. For this reason, the Park Board wishes to have consistency which respects its charter language, tradition and practice.</p>

Proposed Council Action & Date:	Approve proposed language to the Spokane Municipal Code Chapter 04.11
Fiscal Impact: Total Cost: <u>Budget neutral</u> 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 <input type="checkbox"/> One-time <input 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? N/A	

<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?</p>

ORDINANCE NO. C36218

An ordinance relating to membership terms Spokane Park Board members, adopting a new section 04.11.015 to Chapter 4.11 of the Spokane Municipal Code.

WHEREAS, the Spokane Park Board is established pursuant to Article V of the City of Spokane Charter; and

WHEREAS, pursuant to Charter Sections 41 and 42, Park Board members are appointed by the City Council and their membership is limited to two five-year terms; and

WHEREAS, pursuant to Spokane Municipal Code (SMC) Section 04.01.030D, unless otherwise specifically prohibited by the document creating the appointment to a City board, an incumbent board member shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position; and

WHEREAS, the Park Board recently voted unanimously to ask the Spokane City Council to amend Chapter 04.11 SMC to provide that, notwithstanding SMC 04.01.030D, a park board member whose term has expired may not continue to serve after expiration of the member's term;-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 04.11.015 to Chapter 04.11 SMC to read as follows:

Section 04.11.015 Park Board – Term of Office

Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of the member's term.

Passed by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date

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

06/06/2022

Date Rec'd

5/25/2022

Clerk's File #

ORD C36219

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Cross Ref #

ORD C30366

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 - AMENDING ORDINANCE C-30366

Agenda Wording

Amending Ordinance C-30366 to release a portion of an easement

Summary (Background)

The property located at 1841 E Pinecrest Rd (parcel 35283.3023) is encumbered by an easement that the City reserved in Vacation Ordinance C30366 when Napa was vacated between 26th & Pinecrest. The property owners would like to reduce the easement so the lot could become more buildable and Engineering has contacted all easement holders (Avista, Comcast, Lumen, and City Wastewater Dept).

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MACDONALD, STEVEN

Study Session\Other

PIES 5/24/22

Division Director

MACDONALD, STEVEN

Council Sponsor

CMs Betsy Wilkerson &

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHTMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

smacdonald@spokanecity.org

rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The easement holders have all agreed to a 10' reduction only because of all the utilities currently located in the 60' wide easement. We have checked with the easement holders and they are ok with the release.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36219

An ordinance amending Ordinance C-30366 that vacated Napa from Pinecrest to the south line of 26th Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue.

WHEREAS, a petition for the vacation of Napa from Pinecrest to the south line of 26th Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue. 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 Napa from Pinecrest to the south line of 26th Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue is hereby vacated.

Section 2. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to one-half (1/2) the appraised value of the area herein vacated.

Section 3. An unobstructed easement is reserved and retained over and through the entire vacated area **except the west 10 feet of Napa Street from the South Line of 26th Ct. to Pinecrest Rd.** for utility services of **Lumen U.S. West Telephone Company, Avista Utilities Washington Water Power Company, Comcast Cox Cable Spokane** and the City of Spokane and no building or other structure shall be erected or placed thereon without the prior written approval of the director of Public Works.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Ordinance C-30366 Easement Modification



Right-of-way Description:
Napa St. between 26th Ct. and Pinecrest Rd.

Easement Released:
The west 10' of Napa

Legend

-  Original Easement Reservation
-  Easement Release Area

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amending Ordinance C-30366 to reduce an easement
Summary (Background)	<p><u>Background Information</u></p> <p>The property located at 1841 E Pinecrest Rd (parcel 35283.3023) is encumbered by an easement that the City reserved in Vacation Ordinance C30366 when Napa was vacated between 26th & Pinecrest.</p> <p>The property owners would like to reduce the easement so the lot could become more buildable and Engineering has contacted all easement holders (Avista, Comcast, Lumen, and City Wastewater Dept).</p> <p>The easement holders have all agreed to a 10' reduction only because of all the utilities currently located in the 60' wide easement.</p> <p>To reduce the easement, Engineering is preparing an ordinance for City Council's consideration that would amend Ordinance C30366 and reduce the easement.</p>
Proposed Council Action & Date:	Precedes a new first reading of the amended ordinance
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 <input checked="" type="checkbox"/> N/A Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
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? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	

<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?</p>
<p>Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.</p>