

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. 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 November 7, 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 November 7, 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: 2496 111 7931; 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, November 7, 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, NOVEMBER 7, 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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS**RECOMMENDATION**

Health Sciences & Services Authority Board: One
Reappointment

Approve CPR 2017-0033

ADMINISTRATIVE REPORTS**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

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| <p>1. Purchases from RWC Group Ltd (Tacoma, WA) for the Street Department utilizing Washington State Contract No. 03920 of:</p> <p style="margin-left: 20px;">a. 3200-gallon Flusher Truck—\$327,501.84.</p> <p style="margin-left: 20px;">b. 2200-gallon Flusher Truck—\$305,538.91.
(Council Sponsor: Council President Beggs)
Rick Giddings</p> <p>2. Contract Renewal 2 of 2 with Clean Energy dba Clean Energy Corp. in Washington (Newport Beach, CA) for maintenance and operation of the Compressed Natural Gas Fueling Facility from October 1, 2022 to September 30, 2023—\$250,000 annually. (Council Sponsor: Council Member Stratton)
Rick Giddings</p> <p>3. Contract Amendment with Solid Waste Systems (Spokane Valley, WA) for daily operations of the refuse trucks—additional \$80,000 (plus applicable tax). (Council Sponsor: Council Member Wilkerson)
Rick Giddings</p> <p>4. Administrative Reserve increase to the contract with Bacon Concrete, Inc. for the Riverside Avenue Sidewalk – Grant to Sherman Project—\$10,000. (Council Sponsor: Council Member Kinneer)
Dan Buller</p> <p>5. Contract with Compunet, Inc. (Grangeville, ID) to upgrade the SCADA system at Upriver Dam from November 1, 2022 through October 31, 2023 utilizing Washington State NCPA Contract No. 01-107—\$261,936.47 (plus tax). (Council Sponsor: Council Member Kinneer) Loren Searl</p> | <p>Approve
All</p> <p></p> <p></p> <p>Approve</p> <p>Approve</p> <p>Approve</p> <p>Approve</p> | <p></p> <p>OPR 2022-0787</p> <p>OPR 2022-0788</p> <p>OPR 2020-0756</p> <p>OPR 2020-0049</p> <p>OPR 2022-0533
ENG 2021073</p> <p>OPR 2022-0789</p> |
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| 6. Recommendation to list the following on the Spokane Register of Historic Places: | Approve &
Authorize
Agreements | |
| a. The Edwin & Dorothy Matthews House, 1326 S. Ballou Road. | | OPR 2022-0790 |
| b. The Studio Apartments, 1102 W. 6 th Avenue.
(Council Sponsor: Council Member Kinnear)
Megan Duvall | | OPR 2022-0791 |
| 7. Collective Bargaining Agreements with: | Approve
All | |
| a. Spokane Police Lieutenants and Captains Association for 2022. | | OPR 2022-0792 |
| b. Managerial & Professional Association for 2022-2026 (Exempt - A). | | OPR 2022-0793 |
| c. Managerial & Professional Association for 2022-2026 (Managerial B).
(Council Sponsor: Council Member Kinnear)
Mike Piccolo | | OPR 2022-0794 |
| 8. Acceptance of Environmental Protection Agency (EPA) Brownfield Community-Wide Assessment Grant Award and corresponding Cooperative Agreement—\$500,000 Revenue. (Council Sponsors: Council Members Cathcart and Bingle)
Teri Stripes | Approve | OPR 2022-0795 |
| 9. Contract Amendment/Extension with Stantec Consulting Services, Inc. (Spokane) to provide grant writing and implementation to include the work of the EPA Grant Award and Cooperative Agreement pursuant to OPR 2020-0603 from June 30, 2023 through December 30, 2026—\$467,000. (Council Sponsors: Council Members Cathcart and Bingle)
Teri Stripes | Approve | OPR 2020-0603 |
| 10. Contracts with Spokane Neighborhood Action Partners from January 1, 2023 through December 31, 2023 utilizing Community Development Block Grant funds for: | Approve
All | |
| a. Essential Home Repair Program—\$500,000. | | OPR 2022-0796 |
| b. Single Family Rehabilitation Program—\$1,484,879.
(Council Sponsor: Council Member Stratton)
Tessa Jilot | | OPR 2022-0797 |
| 11. Contracts with TD&H Engineering (Spokane) for the design of the Grind and Overlays for: | Approve | |
| a. 29 th /Washington/Monroe—\$538,700, plus a 10% administrative reserve. | | OPR 2022-0798
ENG 2022064 |

- b. Market/Monroe/29th Avenue—\$398,400, plus a 10% administrative reserve.

OPR 2022-0799
ENG 2022065

(Council Sponsor: Council Member Kinnear)

Dan Buller

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

CPR 2022-0002

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

CPR 2022-0003

13. 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:

ORD C36277

General Fund

1) Add one classified Clerk II position (from 2 to 3) and increase the associated appropriation for salary and benefits in the Police department by \$14,909.

2) Decrease the appropriation for a Program Professional position in the Police department by \$14,909.

A) There is no change to the overall appropriation level in the General Fund.

1) Add one classified Business Analyst II position (from 0 to 1) and increase the associated appropriation for salary and benefits in the Police department by \$21,924.

B) This is an increase to the overall appropriation level in the General Fund.

(This action arises from the need to increase staffing at the downtown precinct and in Police IT.) (Deferred from October 10, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Eric Olsen

ORD C36304

Miscellaneous Grants Fund

1) Increase revenue by \$18,700.

A) Of the increased revenue, \$18,700 is from the Administrative Office of the Courts (AOC) AV grant.

2) Increase appropriation by \$18,700.

A) Of the increased appropriation, \$18,700 will be used toward upgrading AV equipment for court participants.

(This action arises from the need to accept newly awarded AOC grant funds.) (Council Sponsors: Council Members Stratton and Wilkerson)

Howard Delaney

ORD C36305

General Fund

1) Increase appropriation by \$6,620.50.

2) Of the increase in appropriation, \$6,620.50 will be provided solely as an interpreter cost reimbursement in the Legal department via the AOC grant revenue already received.

A) This is an increase to the overall appropriation level in the General Fund.

(This action arises from the need to apply reimbursement grant funds to the associated expense.) (Council Sponsors: Council Members Bingle and Cathcart)

Lynden Smithson

ORD C36306

General Fund

1) Decrease the appropriation for an Assistant Prosecutor position by \$16,000 in the Legal Department.

2) Increase appropriation for janitorial services by \$16,000.

A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to appropriately fund the ABM janitorial contract.) (Council Sponsors: Council Members Bingle and Stratton)

Lynden Smithson

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0097 Affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend. (Council Sponsors: Council Members Bingle and Cathcart)
Council Member Bingle
- RES 2022-0098 Appointing Kimberley McCollim as Director of Neighborhood, Housing and Human Services. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Michael Piccolo
- ORD C36298 (To be considered under Hearings Item H4.)
- ORD C36299 Establishing the City of Spokane as a zone free of nuclear armaments; enacting a new chapter 18.09 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Stratton)
Council President Beggs
- ORD C36307 (To be considered under Hearings Item H1.b.)

FIRST READING ORDINANCES

- ORD C36308 Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties as further provided. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Timothy Szambelan
- ORD C36309 Adopting a six-year Citywide Capital Improvement Program for the years 2023 through 2028 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Jessica Stratton

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------|
| H1. | a. Public Hearing before City Council for possible revenue sources for the 2023 Budget. (Continued from October 24, 2022) | Hold Hrg
Close Hrg | FIN 2022-0001 |
| | b. Final Reading Ordinance C36307 updating the Annual City of Spokane property tax levy for 2023. (Council Sponsors: Council President Beggs and Council Member Wilkerson)
Jessica Stratton | Pass Upon
Roll Call
Vote | ORD C36307 |
| H2. | Beginning Hearing on Proposed 2023 Budget.
Jessica Stratton | Hold Hrg /
Continue to
11/14/22 | FIN 2022-0001 |
| H3. | Hearing set by Emergency Ordinance C36276, passed by City Council on September 12, 2022, imposing an immediate moratorium regarding building permit applications for residential structures in the Latah/Handman and Grandview/Thorpe Neighborhoods. (Council Sponsors: Council President Beggs and Council Member Kinneary) | Hold
Hearing/
Adopt
Findings of
Fact | ORD C36276 |
| H4. | <u>Request motion to substitute the following Ordinance (C36298) with updated version:</u>
Hearing on Final Reading Ordinance C36298 adopting a City Council Redistricting Plan. (As previously substituted on October 24, 2022) (Council Sponsors: Council President Beggs and Council Member Zappone)
Hannahlee Allers | Pass Upon
Roll Call
Vote | ORD C36298 |

Motion to Approve Advance Agenda for November 7, 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 November 7, 2022, Regular Legislative Session of the City Council is adjourned to November 14, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/26/2022
Clerk's File #	CPR 2017-0033
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO HEALTH SCIENCES & SERVICES AUTHORITY BOARD

Agenda Wording

Francisco R. Velazquez, M.D, S.M Please reappoint to HSSA Board 4 year term: 10/26/2022 to 10/26/2026

Summary (Background)

Francisco R. Velazquez, M.D, S.M Please reappoint to HSSA Board 4 year term: 10/26/2022 to 10/26/2026

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals		Council Notifications
Dept Head	KIRK, JESSICA	Study Session\Other
Division Director		Council Sponsor
Finance		Distribution List
Legal		jkirk@spokanecity.org
For the Mayor	KIRK, JESSICA	susan@hssaspokane.org
Additional Approvals		
Purchasing		



Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/26/2022
Clerk's File #	OPR 2022-0787
Renews #	
Cross Ref #	OPR 2020-0041 &
Project #	
Bid #	WA STATE CONT.
Requisition #	PO #201941

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF 3200 GALLON FLUSHER

Agenda Wording

Fleet Services would like to purchase a 3200 gallon Flusher Truck from RWC Group Ltd (Tacoma, WA). Total purchase amount is \$327,501.84 including tax using Washington State Contract #03920

Summary (Background)

This Flusher Truck will replace a unit that has reached the end of its economic life. Funding for this is in the Street Department Replacement Fund. This truck was originally approved back in January 2020 (OPR 2020-0041) for purchase from Kenworth. It was determined that Kenworth could not provide the correct flusher so the order was cancelled. The price of this Flusher is less than what was originally approved in 2020.

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

Expense	\$ 327,501.84	# 5110-71700-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	Pub Safety - 11/7/22
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	tprince	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The purchase of this replacement Flusher was pre-approved on OPR 2022-0196 so a PO has been issued so this Flusher can be placed in the production line

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE

Submitting Department	Fleet Services
Contact Name & Phone	Richard Giddings 625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	5100 – Purchase of Flusher Trucks
Summary (Background)	<p>Fleet Services would like to purchase a 3200 gallon Flusher Truck from RWC Group Ltd (Tacoma, WA). Total purchase amount is \$327,501.84 including tax using Washington State Contract #03920.</p> <p>This Flusher Truck will replace a unit that has reached the end of its economic life.</p> <p>Funding for this is in the Street Department Replacement Fund.</p> <p>This truck was originally approved back in January 2020 (OPR 2020-0041) for purchase from Kenworth. It was determined that Kenworth could not provide the correct flusher so the order was cancelled. The price of this Flusher is less than what was originally approved in 2020.</p> <p>The purchase of this replacement Flusher was pre-approved on OPR 2022-0196 so a PO has been issued so this Flusher can be placed in the production line.</p>
Proposed Council Action & Date:	Approve Purchase 11/7/2022
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 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? 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	
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? Capital Improvement Plan	



Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/26/2022
Clerk's File #	OPR 2022-0788
Renews #	
Cross Ref #	OPR 2020-0039 &
Project #	
Bid #	WA STATE
Requisition #	PO #201940

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF 2200 GAL FLUSHER

Agenda Wording

Fleet Services would like to purchase a 2200 gallon Flusher Truck from RWC Group Ltd (Tacoma, WA). Total purchase amount is \$305,538.91 including tax using Washington State Contract #03920.

Summary (Background)

This Flusher Truck will replace a unit that has reached the end of its economic life. Funding for this is in the Street Department Replacement Fund. This truck was originally approved back in January 2020 (OPR 2020-0039) for purchase from Kenworth. It was determined that Kenworth could not provide the correct flusher so the order was cancelled. The price of this Flusher is less than what was originally approved in 2020.

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

Expense	\$ 305,538.91	# 5110-71700-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Public Safety 11/7
Council Sponsor	CP Beggs

Distribution List

Legal	PICCOLO, MIKE	TPRINCE
For the Mayor	PERKINS, JOHNNIE	

Additional Approvals

Purchasing	PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The purchase of this replacement Flusher was pre-approved on OPR 2022-0196 so a PO has been issued so this Flusher can be placed in the production line

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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

11/07/2022

Date Rec'd	10/26/2022
Clerk's File #	OPR 2020-0756
Renews #	
Cross Ref #	
Project #	
Bid #	SOLE SOURCE
Requisition #	CR 24059

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5100 - #2 RENEWAL TO CLEAN ENERGY CONTRACT

Agenda Wording

Fleet Services would like to renew the contract for maintenance and operation of the Compressed Natural Gas Fueling Facility. This is renewal 2 of 2. Yearly cost is \$250,000.00 including tax.

Summary (Background)

This contract will provide the required maintenance, 24hr monitoring and support of the facility to ensure safe, reliable operation.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 250,000.00

Select \$

Select \$

Select \$

Budget Account

5100-71600-48348-54201-55681

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session\Other Urban Com - 10/10/22

Council Sponsor CM Stratton

Distribution List

tprince

rgiddings

adrussell

Committee Agenda Sheet

[PUBLIC SAFETY]

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 Purchase of CCTV Van
Summary (Background)	<p>Fleet Services received pre-approval to purchase a CCTV van for Wastewater Maintenance on July 11, 2022 (OPR 2022-0499). Since that pre-approval was obtained the price has increased and the current quote is for \$470,000.00 which is \$120,000.00 more than the amount the pre-approval was for.</p> <p>This equipment is used in the maintenance and preservation of the sewer and storm systems in the city which is regulated by the department of ecology.</p>
Proposed Council Action & Date:	Approve additional funds needed for CCTV Van
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 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?	
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

**CONTRACT RENEWAL
2 of 2**

Title: **OPERATION AND MAINTENANCE
SERVICES FOR CNG SITE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEAN ENERGY dba CLEAN ENERGY CORP. IN WASHINGTON**, whose address is 4675 MacArthur Court, Suite 800, Newport Beach, California 92660 ("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 Operation and Maintenance Services for CNG Site, and

WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The Contract dated January 19, 2021 and January 20, 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 TERM.

This Contract Renewal shall become effective on October 1, 2022 and shall end on September 30, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, plus applicable 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 document.

4. DEBARMENT AND SUSPENSION.

The Consultant 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.

**CLEAN ENERGY dba CLEAN ENERGY
CORP. IN WASHINGTON**

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 - Certificate of Debarment

22-193

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.

<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)



Agenda Sheet for City Council Meeting of:
11/07/2022

<u>Date Rec'd</u>	10/26/2022
<u>Clerk's File #</u>	OPR 2020-0049
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	SOLE SOURCE
<u>Requisition #</u>	CR #24058

<u>Submitting Dept</u>	FLEET SERVICES
<u>Contact Name/Phone</u>	RICK GIDDINGS 625-7706
<u>Contact E-Mail</u>	RGIDDINGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5100 - ADDING FUNDS TO SOLID WASTE SYSTEMS CONTRACT

Agenda Wording

Approve additional funds added to Solid Waste Systems Contract for 2022. Additional funds - \$80,000.00

Summary (Background)

Fleet Services is needing to amend the contract with Solid Waste Systems (Spokane, WA) for the remainder of 2022. This contract is necessary for the daily operations of the refuse trucks.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 80,000.00	<u>Budget Account</u>	# 5100-71700-48348-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	F&A Com 10/17/22
<u>Council Sponsor</u>	CM Wilkerson

Distribution List

tprince
rgiddings
adrussell

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA
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Committee Agenda Sheet

FINANCE & ADMINISTRATION MEETING

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings 625-7706
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amend contract with Solid Waste Systems to add more money
Summary (Background)	Fleet Services is needing to amend the contract with Solid Waste Systems (Spokane, WA) for the remainder of 2022. This contract is necessary for the daily operations of the refuse trucks. Add \$80,000.00 to the service contract for 2022.
Proposed Council Action & Date:	Approve Contract Amendment 10/31/22
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? None Identified	
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? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.	
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? Parts and services provided by SWS are critical to the operation and maintenance of our Solid Waste Collection Vehicles.	



City of Spokane

CONTRACT AMENDMENT

**Title: CURBTENDER, LABRIE AND
SEWER EQUIPMENT SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SOLID WASTE SYSTEMS (SWS)**, whose address is 6515 North Nixon Avenue, Spokane Valley, Washington 99212 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 Curbtender, Labrie and Sewer Equipment Services on an as-needed basis to the City of Spokane; and

WHEREAS, additional funds are needed, 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 January 28, 2020 and February 12, 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 DATE.

This Contract Amendment shall become effective on January 1, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)**, 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.

SOLID WASTE SYSTEMS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	OPR 2022-0533
Renews #	
Cross Ref #	
Project #	2021073
Bid #	
Requisition #	CR24085
Agenda Item Name	0370 - ADMINISTRATIVE RESERVE INCREASE RIVERSIDE AVE SIDEWALK

Agenda Wording

Administrative Reserve increase for \$10,000.00 to the contract with Bacon Concrete, Inc. for the Riverside Avenue Sidewalk - Grant to Sherman.

Summary (Background)

Due to ongoing construction in the area, there is a need to install boulders to protect the sidewalk from damage from trucks and also to repair some damage to the sidewalk from the trucks driving over the sidewalk. Funds will be provided by the University District Public Development Authority.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 10,000.00	<u>Budget Account</u>	# 3200 49828 95300 56501 86071
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 10/24
<u>Council Sponsor</u>	Kinnear

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
jgraff@spokanecity.org
ddaniels@spokanecity.org
dbuller@spokanecity.org

Additional Approvals

Purchasing

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Riverside Sidewalk – Grant to Sherman Admin Reservoir Increase
Summary (Background)	<ul style="list-style-type: none"> We have completed the sidewalk on Riverside (Grant to Sherman) between the Boxcar building and the U-District Bridge utilizing funds remaining from the Sprague Avenue Phase 2 underage, as well as proceeds from the Boxcar property sale. See attached pictures. Because of ongoing construction on multiple area parcels, we need to install boulders to protect the sidewalk from trucks driving atop the sidewalk and damaging it. We also need to repair some panels damaged by these trucks. This additional work will more than consume the administrative reserve on this small project and therefore necessitates a request to increase the administrative reserve by \$10,000. These funds will be provided by the UDPDA.
Proposed Council Action & Date:	None at this time. Following consultant selection, the consultant contract will be brought to city council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) sewer rates Expense Occurrence X 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? 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 contract supports multiple 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?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



Riverside sidewalk looking east

U-District bridge

Riverside sidewalk looking west



Boxcar development

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

11/07/2022

Date Rec'd

10/25/2022

Clerk's File #

OPR 2022-0789

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Cross Ref #**Contact Name/Phone**

LOREN SEARL 625-7821

Project #**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 24060

Agenda Item Name

SCADA HARDWARE PURCHASE FOR UPRIVER DAM

Agenda Wording

Contract purchase with Compunet Inc. upgrading the SCADA system at Upriver Dam. Contract term to begin November 1, 2022 through October 31, 2023 for a total cost of \$261,936.47 plus tax. Purchase utilizing NCPA contract# 01-107.

Summary (Background)

The Water Department is in the process of upgrading the SCADA system at Upriver Dam for improved reliability and emergency redundancy. Parts of this upgrade include replacement of some hardware that has reached end of useful life. This purchase is for the hardware upgrades. Cost of project is \$261,936.47 plus applicable sales tax. Purchase utilizing NCPA Contract #01-107.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 261,936.47 (Base amount)

4100-42490-94340-56501

Expense \$ 23,574.28 (Sales tax)

4100-42490-94340-56501

Select \$

#

Select \$

#

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

SEARL, LOREN

Study Session\Other

Finance Committee

10/17/2022

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**HARRINGTON,
MARGARET

Accounting - kyoung@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - ddaniels@spokanecity.org

Additional Approvals

Legal - mharrington@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Compunet - Dominic Casey - dcasey@compunet.biz

Committee Agenda Sheet

FINANCE AND ADMINISTRATION COMMITTEE

Submitting Department	Water Department
Contact Name & Phone	Loren Searl, 625-7821
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10/17/2022
Agenda Item Name	SCADA Hardware Purchase for Upriver Dam
Summary (Background)	The water Department is in the process of upgrading the SCADA system at Upriver Dam for improved reliability and emergency redundancy. Parts of this upgrade include replacement of some hardware that has reached end of useful life. This purchase is for the hardware upgrades. Cost of project is \$261,936.47 plus applicable sales tax. Purchase utilizing NCPA Contract #01-107.
Proposed Council Action & Date:	Approval from council
Fiscal Impact: Total Cost: \$261,936.47 plus taxes 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: 4100-42490-94340-56501 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts:	
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 public works project 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 identified in the 6-Year Capital Improvement Program as well as the annual budget.



City of Spokane

CONTRACT

Title: **UPRIVER SCADA SWITCHING,
NUTANIX, AND APC**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Upriver SCADA Switching, Nutanix, and APC, in accordance with Company's Quote No. JJW196265, attached as Exhibit B. Company has been selected through Washington State Contract No. NCPA 01-107. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin November 1, 2022, and run through October 31, 2023, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION**. Total compensation under this Contract shall not exceed **TWO HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED THIRTY-SIX AND 47/100 DOLLARS (\$261,936.47)**, plus 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.

COMPUNET, 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 Quote No. JJW196265

22-180

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

COS - Upriver SCADA Switching / Nutanix / APC

Contract Information
All, NCPA, 01-107

Quote Information:

Quote #: JJW196265

Version: 5
Quote Date: 09/30/2022
Expiration Date: 10/21/2022

Prepared for:

City of Spokane
Tad McLees
(509) 625-7932
rmclees@spokanecity.org

Bill To:

City of Spokane
IT Admin
808 W Spokane Falls Blvd
Spokane, WA 99201-3301
itadmin@spokanecity.org

Ship To:

City of Spokane
Tad McLees
914 E North Foothills Dr
Spokane, WA 99207

Nutanix (5315Y)

Manufacturer Part Number	Product Description	Quantity	Price	Ext. Price
NX-1365N-G8-T2	NX-1365N-G8-T2, 3 Nodes , Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 2 - Actualy HW Delivered: NX-1365N-G8-5315Y-CM	1	\$35,018.48	\$35,018.48
S-HW-PRD-T4	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	3	\$1,518.99	\$4,556.97
L-1VM-ROBO-ULT-PRD-5YR	License, AOS ROBO per VM pack Ultimate Entitlement & Production 24/7 System support bundle for 5YR	8	\$2,693.81	\$21,550.48
L-1VM-ROBO-ULT-PRD-5YR	License, AOS ROBO per VM pack Ultimate Entitlement & Production 24/7 System support bundle for 5YR	8	\$2,693.81	\$21,550.48
NX-1365N-G8-T2	NX-1365N-G8-T2, 3 Nodes , Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 2	1	\$35,018.48	\$35,018.48
S-HW-PRD-T4	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	3	\$1,667.18	\$5,001.54
L-1VM-ROBO-ULT-PRD-5YR	License, AOS ROBO per VM pack Ultimate Entitlement & Production 24/7 System support bundle for 5YR	8	\$2,693.81	\$21,550.48
NX-1365N-G8-T2	NX-1365N-G8-T2, 3 Nodes , Includes Nutanix Software, Foundation - Hypervisor Agnostic Installer, Intel Xeon Ice lake Processor, Memory Module, and Network Adaptor - Tier 2	1	\$35,018.48	\$35,018.48

Nutanix (5315Y)

Manufacturer Part Number	Product Description	Quantity	Price	Ext. Price
S-HW-PRD-T4	24/7 Production Level HW Support for Nutanix appliance - For Tier 4 product	3	\$1,667.18	\$5,001.54
EDU-C-ADM5-NTC	OPEN EDUCATION: Enterprise Cloud Platform Administration 5.0; CUSTOMER COURSE: Enterprise Cloud Platform Administration 5.0 (Standalone Curriculum)	3	\$3,220.00	\$9,660.00
Subtotal:				\$193,926.93

C9300-24T-1E - 206 day lead time

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	2	\$5,993.48	\$2,607.16	\$5,214.32
CON-SNT-C93002TE	12 Months SNTC-8X5XNBD Catalyst 9300 24-port data only, Network	2	\$429.86	\$352.49	\$704.98
C9300-NW-E-24	C9300 Network Essentials, 24-port license	2	\$0.00	\$0.00	\$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	2	\$0.00	\$0.00	\$0.00
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	2	\$0.00	\$0.00	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	2	\$0.00	\$0.00	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	2	\$0.00	\$0.00	\$0.00
C9300-SSD-NONE	No SSD Card Selected	2	\$0.00	\$0.00	\$0.00
C9300-STACK-NONE	No Stack Cable Selected	2	\$0.00	\$0.00	\$0.00
C9300-SPWR-NONE	No Stack Power Cable Selected	2	\$0.00	\$0.00	\$0.00
PWR-C1-BLANK	Config 1 Power Supply Blank	2	\$0.00	\$0.00	\$0.00
C9300-DNA-E-24	C9300 DNA Essentials, 24-Port Term Licenses	2	\$0.00	\$0.00	\$0.00

C9300-24T-1E - 206 day lead time

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9300-DNA-E-24-3Y	36 Months C9300 DNA Essentials, 24-Port, 3 Year Term License	2	\$721.56	\$313.88	\$627.76
C9300-NM-4G	Catalyst 9300 4 x 1GE Network Module	2	\$638.76	\$277.86	\$555.72
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	2	\$0.00	\$0.00	\$0.00
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	2	\$768.88	\$334.46	\$668.92
Subtotal:					\$7,771.70

WS-C3560CX-8TC-S - 204 day lead time

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
WS-C3560CX-8TC-S	Cisco Catalyst 3560-CX 8 Port Data IP Base	4	\$2,088.27	\$908.40	\$3,633.60
CON-SNT-WSC38TCS	12 Months SNTC-8X5XNBD Cisco Catalyst 3560-CX 8 Port Data IP Ba	4	\$130.51	\$107.02	\$428.08
CAB-TA-NA	North America AC Type A Power Cable	4	\$0.00	\$0.00	\$0.00
PWR-CLP	Power Retainer Clip For 3560-C, 2960-L & C1000 Switches	4	\$0.00	\$0.00	\$0.00
Subtotal:					\$4,061.68

Cisco Learning Credits

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
TRN-CLC-004	1 Prepaid Training Credits:Redeem W/Cisco Learning	84	\$100.00	\$100.00	\$8,400.00
Subtotal:					\$8,400.00

APC

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
AR3150	NetShelter SX 42U 750mm Wide x 1070mm Deep Enclosure with Sides Black	1	\$3,235.00	\$2,324.51	\$2,324.51
AP5808	17" Rack LCD Console with Integrated 8 Port Analog KVM Switch	3	\$3,090.00	\$2,182.07	\$6,546.21
AP5821	APC Integrated Rack LCD/KVM USB Cable - 6ft (1.8m)	9	\$111.00	\$77.72	\$699.48
AR7502	NetShelter SX 42U Vertical PDU Mount and Cable Organizer	3	\$208.00	\$148.34	\$445.02
SUA5000RMT5U	APC Smart-UPS, 4000 Watts / 5000 VA, Input 208V / Output 208V, Interface Port DB-9 RS-232, SmartSlot, Rack Height 5 U	6	\$7,210.00	\$5,035.66	\$30,213.96
AP8858NA3	Rack PDU 2G, Metered, ZeroU, 20A, 208V, (18) C13 & (2) C19, L620 Cord	6	\$888.00	\$627.14	\$3,762.84
AW08-G300	Digi AnywhereUSB 8 Plus Remote USB 3.1 Hub with 8 type A USB connectors, includes external power supply for 100-240VAC Power, 10/100/1000/10G Ethernet support for optional SFP+ module, and optional cellular CORE Module	3	\$1,480.00	\$1,261.38	\$3,784.14
				Subtotal:	\$47,776.16

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
Nutanix (5315Y)	\$193,926.93
C9300-24T-1E - 206 day lead time	\$7,771.70
WS-C3560CX-8TC-S - 204 day lead time	\$4,061.68

Quote Summary

Description	Amount
Cisco Learning Credits	\$8,400.00
APC	\$47,776.16
Total:	\$261,936.47

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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
Bremerton General Business - Non-Resident	33570			Active	Mar-31-2023	Aug-01-2019
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2023	Sep-11-2014

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Clarkston General Business - Non-Resident				Active	Mar-31-2023	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2023	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2023	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-0645			Active	Mar-31-2023	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2023	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2023	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2023	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2023	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2023	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2023	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	



Governing people

Title

SCHOO, DAWN

SCHOO, NOLAN B.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/3/2022 8:23:52 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





COMPINC-06

GFIETSCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2021

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

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

PRODUCER License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 FAX (A/C, No): (866) 898-4905 E-MAIL ADDRESS:														
INSURED CompuNet, Inc. 505 S Florence St. Grangeville, ID 83530	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B : Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 SUBR INSD 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:	<input checked="" type="checkbox"/>	630-2F5732289	11/9/2021	11/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA0L66165A	11/9/2021	11/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP3K100505	11/9/2021	11/9/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	UB7J954544	11/9/2021	11/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane
Innovation and Technology Services Division
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.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"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 any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

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

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- 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 "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

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

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discover that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



Agenda Sheet for City Council Meeting of: 11/07/2022

<u>Date Rec'd</u>	10/25/2022
<u>Clerk's File #</u>	OPR 2022-0790
<u>Renews #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MEGAN DUVALL X6543	<u>Project #</u>	
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0470 - EDWIN & DOROTHY MATTHEWS HOUSE NOMINATION		

Agenda Wording

Recommendation to list the Edwin & Dorothy Matthews House, 1326 S Ballou Rd, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Edwin & Dorothy Matthews House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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 10/10/2022
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CMs Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	lcamporeale@spokanecity.org	
<u>Additional Approvals</u>		smacdonald@spokanecity.org	
<u>Purchasing</u>		rbenzie@spokanecity.org	

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Edwin & Dorothy Matthews House – 1326 S Ballou Road

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1938; the Edwin & Dorothy Matthews House meets the age criteria for listing on the Spokane Register of Historic Places.
2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
 - The Matthews House meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction.
 - Architecturally significant, the Matthews House is eligible for listing on the Spokane Register of Historic Places under Category C as an excellent example of a Regency Revival style home popular in the United States from 1935 to 1950.
 - Character-defining features of the house include a two-story, square box-shaped mass protected by a shallow pyramid hip roof with little to no eave overhang; symmetrical fenestration; and a combination of painted brick cladding and smooth horizontal shiplap siding. Original decorative saw-cut scalloped frieze designs highlight the home's front door and adjacent facade windows. The property's original windows are distinguished with an Art Deco-style influence, and are multi-paned with horizontal muntin bars only.
 - The Matthews House retains excellent integrity and is in excellent condition.
3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**
 - The Matthews House is well-preserved and is architecturally significant as an excellent example of the Regency Revival style.
4. **Once listed, this property will be eligible to apply for incentives, including:**
 - Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Edwin & Dorothy Matthews House according to the appropriate criteria at a public hearing on 10/19/22 and recommends that the Edwin & Dorothy Matthews House be listed on the Spokane Register of Historic Places under Category C.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

ROCKWOOD VISTA L3 B1

Parcel Number(s) 35204.4703, is governed by a Management Agreement between the City of Spokane and the Owner(s), Micah D. & Toni R. Olson, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **October 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Micah D. and Toni R. Olson** (hereinafter "Owner(s)"), the owner of the property located at **1326 S Ballou Road** commonly known as the **Edwin & Dorothy Matthews House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.



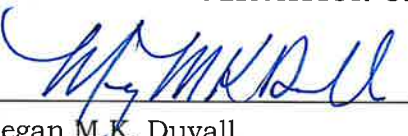
Owner



Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER



Megan M. K. Duvall

MAYOR

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF Washington)
) ss.
County of Spokane)

On this 19th day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Micah Olson + Toni Olson, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they (he/she/they) signed the same as their (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of October, 2022.



Emily King
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 7/26/2025

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name **EDWIN & DOROTHY MATTHEWS HOUSE**
Common Name

2. LOCATION

Street & Number 1326 South Ballou Road
City, State, Zip Code Spokane, WA 99202
Parcel Number 35204.4703

3. CLASSIFICATION

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational <input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment <input checked="" type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
Site	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
<input checked="" type="checkbox"/> original		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other
<input type="checkbox"/> moved			

4. OWNER OF PROPERTY

Name Micah D. & Toni R. Olson
Street & Number 1326 S. Ballou Road
City, State, Zip Code Spokane, WA 99202
Telephone Number/E-mail 206-403-7307, olson.toni@gmail.com

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds Spokane County Courthouse
Street Number 1116 West Broadway
City, State, Zip Code Spokane, WA 99201
County Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title City of Spokane Historic Landmarks Survey
Date Federal _____ State _____ County _____ Local _____
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

Check One

☐ unaltered

☒ altered

Check One

☒ original site

☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than one acre.

Verbal Boundary Description

Rockwood Vista Addition Lot 3, Block 1

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

October 19, 2022

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE

13. SIGNATURE(S) OF OWNER(S)



14. FOR OFFICIAL USE ONLY

Date nomination application filed: September 17, 2022

Date of Landmarks Commission Hearing: October 19, 2022

Landmarks Commission decision: Approved

Date of City Council/Board of County Commissioners' hearing: _____

City Council/Board of County Commissioners' decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.



10/19/22

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor—City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Historic Edwin & Dorothy Matthews House in 2022

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1938, the Edwin & Dorothy Matthews House is an excellent representation of the Regency Revival style popular in the United States from 1930 to 1950. Character-defining features of the house include a two-story, square box-shaped mass protected by a shallow pyramid hip roof with little to no eave overhang; symmetrical fenestration; and a combination of painted brick cladding and smooth horizontal shiplap siding. Original decorative saw-cut scalloped frieze designs highlight the home's front door and adjacent facade windows. The property's original windows are distinguished with an Art Deco-style influence, and are multi-paned with *horizontal* muntin bars only. In excellent condition with a high level of integrity in its original location, design, materials, workmanship and association, the Matthews House is eligible for listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE & CONDITION

Site

Located in the larger Rockwood neighborhood on Spokane's South Hill, the Matthews House at 1326 South Ballou Road faces east from Lot 1, Block 3 in the Rockwood Vista

Addition. The lot is oversized and irregularly shaped with a width of 72 feet along its east facade border at Ballou Road, and a width of 90 feet along its rear west border. The property has a depth of 135 feet from east to west along its southern border, and 139 feet deep along its northern border. With a wide view from its facade to the east, the Matthews House is positioned in the center of an east-facing slope, which is landscaped with mature trees, shrubs, and manicured lawn that surround and envelope the home. An historic three-foot-high basalt rock retaining wall adjacent to a level parking strip of green manicured lawn follows the street curb at the lower east edge of the property's grassy slope at Ballou Road. Adjacent to Spokane's residential Rockwood National Register Historic District, the Matthews House and the larger adjacent historic district are surrounded by hilly topography and basalt rock outcroppings, a collection of paved city streets in both curvilinear and straight designs, and both small and large architecturally prominent historic homes built from 1905 to 1950.

House Exterior

The Matthew House is nearly square and measures 41 feet wide along its east façade, and 47 feet wide along its west rear face. The south face of the house measures 43 feet, while the north face, which includes an attached garage at the northwest rear corner of the house, measures 51 feet. The house is clad at the first floor with painted brick veneer, and is covered at the second floor with shiplap siding. The home is covered by a shallow pyramid hip roof, which was designed with little to no eave overhang. The single-story attached garage is covered with a flat roof of built-up tar. Windows in the Matthews House are original double-hung units with horizontal muntin bars only (no vertical mullion bars). The house is built on a concrete foundation that is not visible above grade.

The *east façade* of the house is original and prominent with a symmetrical design highlighted by a wide recessed center front entrance located between two square-shaped rusticated brick pilasters. Two narrow sidelight windows with horizontal muntin bars flank the front door. The first floor of the house is clad with painted brick, including the pilasters. The second floor is covered with smooth painted-wood shiplap siding. One large double-hung window with horizontal muntin bars is located adjacent north of the center front entrance. An exact duplicate window is located adjacent south of the center front entrance. Both windows are flanked by stationary wood shutters with thick horizontal "see-through" wood slats that are spaced a few inches apart from each other, revealing the painted brick wall surface behind the shutters. Original decorative scroll-sawn scalloped wood frieze bands emphasize the upper edges of the front door and the two flanking façade windows. The second floor has three symmetrically placed windows that match the windows on either side of the center front entrance. All three windows are double-hung with horizontal muntin bars, and are each flanked by stationary "see through" wood window shutters with horizontal slats.

The *north face* of the house exhibits a continuation of the home's two-story box-shaped mass covered by a very low-pitched pyramid hip roof. The first floor is covered with painted brick while the second floor is covered with smooth shiplap siding. One large original window that matches the original east façade windows illuminates the first floor

**Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE**

at the east end of the north face. A group of three smaller new replacement windows with horizontal muntins are located towards the northwest rear corner of the house with the attached garage. The second floor at the north face has three symmetrically placed original windows.

The *south face* of the house features a repeat of painted brick that clads the first floor of the house, smooth shiplap siding that covers the second floor, and a continuation of the home's shallow pyramid hip roof. An original painted brick chimney at the center of the south face rises from grade past the roofline. It features three successive vertical sections, beginning with the largest chimney section at the first floor, the second section at the second floor, and the third smallest section ending above the roof. Four matching original double-hung windows with horizontal muntin bars flank the chimney at the first and second floors. The windows are each flanked by two "see-through" wood shutters with horizontal slats. Built on a 1945 addition to the home, a smaller tapered painted brick chimney is located at the west end of the south face of the house.



The southwest rear corner of the Matthews House in 2022

The *west rear face* of the house reveals a two-story addition that was constructed in 1945 towards the southwest corner and on the west end of the original 1938 home. The addition measures 23 feet wide at its rear west face, and 14 feet deep at the south elevation. The home's pyramid hip roof was rebuilt to cover the addition. Matching the 1938 house, the exterior of the 1945 addition's first floor is painted brick while the second floor is clad with smooth shiplap siding. Two symmetrically positioned original double-hung windows with wood shutters and horizontal wood muntin bars are located on the west face of the second floor (they were removed from the original west face of the house and used on the addition). At the first floor, a center nine-foot-wide box bay with a large picture window protrudes

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE

two feet from the home's west face, and is supported at grade by an exposed concrete foundation. A small shed roof with little to no overhang caps the box bay. A decorative scalloped frieze band accentuates the upper edge of the bay window. A flat roof with a scalloped frieze covers a concrete patio at the first floor, which was constructed beneath the patio roof. The patio is supported by filigreed metal corner support posts.

A small single-story rear entry vestibule measures four feet wide by four feet deep, and is located in the southwest corner between the garage and the west rear face of the house. A pedestrian door opens from the rear entry vestibule.

A two-car garage was originally designed and built at the rear northwest corner of the house in 1938 as part of the original design of the property. The garage is 24 feet wide and 20 feet deep, and is one story with a flat roof covered with a vinyl roof membrane. Exterior garage walls are clad with smooth painted shiplap siding that matches the house. An overhead garage door opens west from the west face of the garage. The interior of the garage has a concrete floor, and the ceiling and walls of the garage are finished with painted drywall. A paved and graveled driveway from the garage intersects west with a graveled public alley located behind the house.

House Interior

The Spokane County Tax Assessor's office reports the first floor of the Matthews House has 1,545 finished square feet of space, and the second floor has 1,457 finished square feet. The basement holds 1,230 square feet (one-third of the basement is finished with a recreation room).¹

The home's front door is made of wood and measures three feet wide. Painted back, the door is decorative with evenly-spaced horizontal scored panels. The door opens from the home's east façade into a formal center reception hall. The center east reception hall features a golden oak hardwood floor that extends west through a hallway to the west rear entrance of the house. The center hall has an eight-foot-high painted sheetrock ceiling, painted sheetrock walls, and white-painted woodwork and wainscoting. The center reception hall was designed as a large central point of entry in the house and leads south to a formal living room, and north to a large kitchen/eating area. The reception hall holds a center formal staircase that rises to the second floor. The formal staircase is 48-inches wide, ascends to the second floor along the reception hall's south wall, and features an open staircase on the north side of the exposed stairway. Prominent as one of the home's most artistic and decorative original interior focal points, a lathe-turned newel post is anchored to the base of a widely flared, curved stair riser and straight staircase with a railing, decorative balustrade, and a closed stringer.

The reception hall opens south to a large living room in the southeast corner and south half of the first floor. The living room is 15 feet wide and 27 feet long. The room's focal point is an original fireplace located in the center of the south wall between two identical original

¹ Spokane County Assessor Office, Spokane County Courthouse, Spokane, WA.

**Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE**

windows. A white-painted wood mantel and white-painted brick fireplace surround hold the rectangular fireplace. A ceramic tile hearth fronts the fireplace. The floor in the living room is a continuation of the golden oak hardwood floor in the reception hall, and the walls and ceiling are finished with painted sheetrock. Ceiling height is eight feet.



2022 photographs of the reception hall and living room

The living room leads west to a library at the rear west elevation of the house. A small fireplace is located on the library's south wall, a floor-to-ceiling built-in bookcase is built

**Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE**

on the north wall, and a large picture window is located in the center of the west wall. The walls and ceiling are painted sheetrock, the ceiling is eight feet high, and the floor is made of inlaid oak parquet.



A 2022 photograph of the library in the 1945 addition to the house, looking west

The reception hall opens north to the west half of the first floor, which holds a large kitchen and eating area. The kitchen/eating area is 15 feet wide and 29 feet long. The kitchen floor is covered with a continuation of the home's golden oak hardwood floor. The room has an eight foot-high ceiling, and painted sheetrock ceiling and walls. The kitchen was remodeled in 2021 with a spacious dining area for a table and chairs, painted-wood casework, a large center island, Quartzite counter tops, ceramic tile backsplash, new wiring and plumbing, and new appliances.

The ceilings on the second floor in the Matthews House are all eight feet high. Ceilings and walls are painted sheetrock. Straight vertical fir woodwork is painted white, and the floor is made of golden oak hardwood planks. Oak stair steps lead up to the second floor from the reception hall. The second floor has five bedrooms and two bathrooms. The master bedroom is located in the southeast corner of the house, and is the largest of the bedrooms with a pine wood floor, two closets, a dressing area, and master bathroom. A large three-piece bathroom is located between two bedrooms on the north wall.² Built-in cupboards and linen closets are located along the second floor hallway.

² The second-floor hall bathroom is currently stripped for remodeling.

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MATTHEWS HOUSE



Photographs taken in 2022 show the remodeled kitchen and eating area

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MATTHEWS HOUSE**

At the first floor, the west rear end of the reception hall leads to doors that open to a hall closet, basement stairs, a small powder room, an exterior door to the backyard, and a garage located in the northwest rear corner of the house. The basement is partially finished with a recreation room that features painted drywall ceiling and walls, wall-to-wall carpet, a built-in bookcase and entertainment center, and canned lighting. Unfinished areas include a furnace and mechanical room, laundry, and storage rooms. All of the basement's wood interior doors follow the horizontal five-panel design popular from about 1905 to 1950.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

In 1939, a *Spokesman-Review* newspaper photograph was taken a year after the house was completed. The home's first-floor exterior red brick cladding was painted white soon after the photograph of the house was taken.³ In 1945, a two-story addition was built across the home's west rear face, and in 2021, the kitchen and dining area were remodeled. Other modifications to the home include:

- | | |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1938 | Water service and tap application to Spokane's water division accepted (<i>Spokane permit A-19328-A, September 6, 1938</i>). |
| 1938 | Water service installed (<i>Spokane permit 11410, September 1938</i>). |
| 1938 | Water service installed (<i>Spokane permit A-19328-A, September 13, 1938</i>). |
| 1938 | Water service installed (<i>Spokane permit A-19328-A, work completed 1939</i>). |
| 1938 | House (9 rooms) and attached garage built for \$12,500 (<i>Spokane Building permit #54543, September 13, 1938</i>). |
| 1940 | Fence built for \$300 (<i>Spokane Building permit, #62596, February 27, 1940</i>). |
| 1945-1946 | Two-story frame addition built onto west rear face of house for \$2,500 (<i>Original 1945 blueprints and Spokane Building permit #80291, March 27, 1946</i>). |
| 1947-49 | Unit heaters and clothes dryer wiring installed. |
| 1969 | Wiring for fan installed. |
| 2020-2021 | Kitchen and dining room remodeled as one large, open kitchen/eating area with new hardwood oak floor, painted drywall ceiling and walls, three small new windows over the sink, new casework, new counter tops (Quartzite), new plumbing, new electrical wiring, new appliances (dishwasher, trash compactor built-in). |

³ *Spokesman-Review*, 4 February 1939.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Area of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1938</i>
<i>Built Date</i>	<i>1938</i>
<i>Architect</i>	<i>Henry C. Bertelsen</i>
<i>Builder</i>	<i>Harold Minks</i>

SUMMARY STATEMENT

Built in 1938, the Edwin & Dorothy Matthews House is eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance as a typical representation of the Renaissance Revival style. The property's period of significance is defined as the year it was built in 1938. The Matthews House was the first home to be erected in the residential Rockwood Vista Addition, a prominently located area adjacent to East Rockwood Boulevard. Prized for its "scenic vista sites," the Rockwood Vista Addition was soon filled with new homes designed and constructed by prominent Spokane architects and builders.⁴ The architect who designed the Matthews House was Spokane master Henry C. Bertelsen, who earlier was a business partner to Kirtland K. Cutter, one of Spokane's most celebrated architects. The first owners of the 1938 Matthews House were Edwin S. Matthews and his wife, Dorothy Matthews. A Harvard University graduate with degrees in science and business, Edwin Matthews helped grow the Electro-Kold refrigeration firm in Spokane, which became "one of the largest household refrigerator manufacturers in the United States."⁵ Matthews purchased the company and introduced a new type of refrigeration—commercial refrigeration and air conditioning now used worldwide. Edwin & Dorothy Matthews owned & resided in the Matthews House for 25 years from 1938 to 1963.

HISTORIC CONTEXT

The final date recorded for the official platting of the Rockwood Vista Addition was 1950—twelve years *after* the first house built in the neighborhood was erected in 1938.⁶ At the beginning of the 20th century in the early 1900s, the larger area that includes the Rockwood neighborhood and Rockwood Vista Addition was a combination of hilly and rocky topography. Breathtaking views of Spokane and northern mountain peaks from high plateaus atop rocky ledges in the area attracted investors, real estate professionals, and people interested in building single-family homes. Originally designed by the well-known Olmsted Landscape Architects firm, Rockwood Boulevard was constructed to accommodate streetcars and vehicular traffic as it meandered its way up the rocky and forested hillsides to the top of the slope. Streetcars carried people along Rockwood Boulevard throughout the area as they looked for suitable lots to buy. By 1940, the Rockwood neighborhood had become one of Spokane's most attractive and prominent residential neighborhoods. In 1997, much of the neighborhood was listed on the National Register as the Rockwood National Register Historic District.⁷

⁴ *Spokesman-Review*, 4 February 1939.

⁵ *Spokesman-Review*, 13 April 1967.

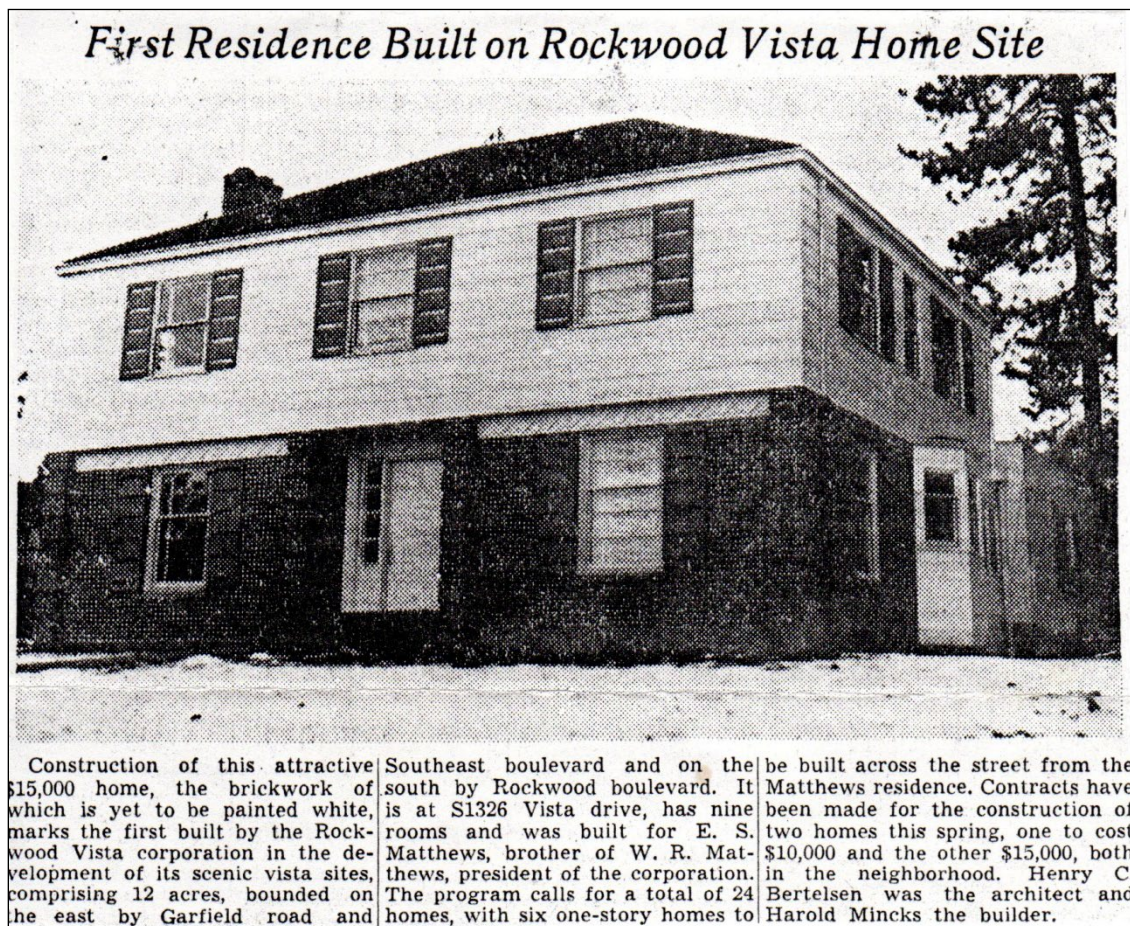
⁶ *Spokane County Plat Index, 2003 (page 64)*. Spokane County Courthouse, Spokane, WA.

⁷ Yeomans, Linda and Sally Reynolds. *The Rockwood Historic District*. City of Spokane Historic Preservation Office, Spokane, WA. 1997.

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE

The Matthews House

In 1937-1938, vacant lots located around South Ballou Road, adjacent north of Rockwood Boulevard, were advertised for purchase to architects, builders, and would-be property owners. Lots could be purchased through the Rockwood Vista Corporation Home Sites office in the Hutton Building in downtown Spokane. The corporation was owned by William R. Matthews, a Spokane businessman and president of the corporation who dealt in mortgages, loans, insurance, and real estate—and was also a brother to Spokane refrigeration expert Edwin S. Matthews.⁸



Spokesman-Review
4 February 1939

In 1938, Edwin & Dorothy Matthews purchased land in the Rockwood Vista Estates Addition. The property was one of 22 lots for sale from the Rockwood Vista Corporation Home Sites. The lots were located along South Ballou Road between Garfield Road and

⁸ Polk's City Directories, 1900-2000.

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE

Southeast Boulevard, and featured wide east-facing slopes and panoramic vistas to the east and northeast. Looking for a lot with an east-facing view, Edwin & Dorothy Matthews chose and bought Lot 3, Block 1 at 1326 South Ballou Road. They hired well-known Spokane architect Henry Bertelsen to design their home, and Spokane carpenter and building contractor Harold Mincks to build it. Constructed in 1938 for \$15,000, the Matthews House was the first home built in the Rockwood Vista Addition.⁹ Two homes were erected south of the Matthews House in 1941 and in 1949—both single-story dwellings located along the east and west sides of South Ballou Road. Fourteen homes were built in the 1950s, three homes in the 1970s, and two homes in the 1990s. Altogether, 22 homes were constructed on 22 lots in the South Ballou Road neighborhood. An assortment of working and professional people lived in the homes on Ballou Road, including doctors, dentists, an anesthesiologist, lawyer, salesmen, building contractor, engineer, investor, manufacturing company manager, and a president of the Sunshine Mines Company.

Edwin S. Matthews, 1901-1968

Edwin S. Matthews relocated to Spokane in 1906. He graduated from Lewis & Clark High School in 1919, and later in 1923 from Harvard University with a Bachelor of Science Degree and a Masters Degree in Business Administration.¹⁰ In Spokane, he worked as president and general manager for Electro-Kold, where he was responsible for numerous advancements in refrigeration and refrigeration manufacturing. The 1968 obituary for Edwin Matthews in Spokane's *Spokesman-Review* newspaper praises him for his work in refrigeration and his many business and fraternal associations:

The [Electro-Kold] firm became one of the largest household refrigerator manufacturers in the United States, and distributed its products internationally. Mr. Matthews helped develop some of the basic patents used in the refrigeration industry, and in 1932, he purchased the firm. The firm has installed air conditioning in a number of Spokane and Inland Empire buildings.¹¹

Edwin Matthews was active in Spokane where he served on the board for Lincoln First Federal Savings & Loan Association; a former national director of Refrigeration & Air Conditioning Contractors of America; past president of Washington Refrigeration Contractors Association; a member of American Society of Heating, Refrigeration & Air Conditioning Engineers; a member of the National Commercial Refrigeration Sales Association; and a member of the Inland Empire Electrical League. Matthews was also a member of the Spokane Club, Elks Club, past president of Harvard Club, and a member of BOF, Athletic Round Table, Early Birds, and the University Club.¹²

⁹ *Spokesman-Review*, 4 February 1939.

¹⁰ *Spokesman-Review*, 13 April 1968.

¹¹ *Ibid.*

¹² *Ibid.*

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE

Edwin Matthews and his wife Dorothy lived in their home at 1326 S. Ballou Road from 1938 to 1963, and raised three children. They had two sons, Edwin Matthews Jr. and John Matthews; one daughter, Melinda Matthews Tynell; and three grandchildren.

Subsequent Homeowners

In 1963, Edwin & Dorothy Matthews sold the Matthews House for \$40,000 to Louis & Katherine Barbieri.¹³ The Barbieri family owned and managed Goodale & Barbieri Property Management, a company specializing in real estate, mortgage loans, insurance, and property management in Spokane with offices in the Lincoln Building on West Riverside Avenue. In 1988, the Matthews House sold for \$140,000 to Dr. Michael D. Gillum and his wife, Ann E. Gillum.¹⁴ Dr. Gillum worked as a medical physician from offices in the Medical Center Building. In 1994, Robert & Janell French purchased the Matthews House for \$255,000.

In 2015, Micah & Toni Olson bought the Matthews House for \$425,000.¹⁵ Micah Olson works in Spokane as a vice president of sales in the medical field. Toni Olson owns a boutique event rental company in Spokane.

ARCHITECTURAL SIGNIFICANCE

Category C

Henry C. Bertelsen, Architect, 1888-1963

Henry Christian Bertelsen was born in Varde, Denmark in 1888, studied art at the Chicago Institute of Fine Arts, and relocated to Spokane in 1905. He began working for Spokane's famed architect, Kirtland Cutter, as chief draftsman for Cutter's projects, including the Davenport Hotel in 1914. When Cutter moved to California in 1923, Bertelsen became the new owner of Cutter's practice and business, which included work involving commercial, residential and miscellaneous properties, topographic maps, surveys, and plats. An accomplished architect, Bertelsen continued to practice until his death in 1963. The majority of Bertelsen's work in Spokane and Spokane Valley was for commercial properties, including the Pacific Hotel, Opportunity Fire Station, Parkwater Factory Building, St. Paschal's School, Mount St. Michael, United Hillyard Bank, German-American Club Hall, Mt. Spokane Ski Lodge & Vista House, Spokane Coliseum, and several Gonzaga University buildings. Residential projects in addition to the Matthews House on South Ballou Road include more than 25 homes in Spokane and others at Hayden, Priest and Coeur d'Alene Lakes, as well as homes in Rosalia, Colville, Colbert, Opportunity, and Mead, Washington, and homes in Bonners Ferry and Lewiston, Idaho. The Northwest Museum of Arts & Culture in Spokane owns a large file of more than 150 sets of architectural drawings by Henry Bertelsen, all archived and stored in temperature- and humidity-controlled protected storage.

¹³ Spokane County Tax Assessor, Spokane County Courthouse, Spokane, Washington.

¹⁴ Ibid.

¹⁵ Ibid.

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE

Henry Bertelsen was “long active in Salvation Army work, the Inland Automobile Association, a trustee of Fairmount Cemetery Association...and other civic and charitable groups.”¹⁶ He was a member of Our Savior Lutheran Church, Inland Empire Boy Scout Council, Rotary, the Spokane Club, Early Birds Club, Spokane Press Club, American Legion, Sons of Norway, Moose Lodge, and Associated Engineers.

Regency Revival Style, 1930-1950

The Matthews House is a good example of the Regency Revival Style. Before the Regency Revival style, the Regency style was established in England in the early 1800s as the last in an evolution of Georgian styles. In the United States, a revival of the Regency style, called “Regency Revival,” was initiated with significant buildings erected in New York, Philadelphia, and Georgetown by Washington, D.C. Although not as popular as other styles, the Regency Revival style gained appeal exclusively in limited residential examples across the Pacific Northwest. “Named after King George IV, who was appointed to serve as a Regent of England from 1811 to 1820, the Regency Revival style, sometimes called ‘Modern Georgian’, was used exclusively in residential applications. The style was developed from the architectural precedents of the Georgian style, and became popular in the mid-to-late 1930s.”¹⁷ In the Pacific Northwest region of the United States, the Regency Revival style was popular from 1930 to 1950.

The Regency Revival style in the Pacific Northwest is characterized by a two-story box-shaped mass, and a shallow pyramid hip roof with little or no eave overhang. Sometimes gutters serve as the only roof overhang. The overall appearance of the home is noted for its two-story box shape and refinement of detail. Exterior sheathing examples include brick, stucco, clapboard, and smooth ship-lap siding. The first and second floors are clad with different sidings—one cladding at the first floor (usually brick) and a different cladding at the second floor. Fenestration is usually arranged symmetrically with multi-paned 6/6 double-hung wood-sash windows. Round or octagonal windows can be found centered on the second floor over a first-floor centered entrance. Recessed center entrances are common with paneled doors, oftentimes painted black. Pediments and/or pilasters may be used around the entrance. In addition, “many Regency Revival style dwellings have Art Deco and/or International style detailing in terms of window and door types, moldings, and interior finishes. Delicate tracery of ironwork for railings and porch columns can also be found.”¹⁸

¹⁶ *Spokane Daily Chronicle*, 24 August 1963.

¹⁷ Department of Archaeology & Historic Preservation. Olympia, WA. 2010.

¹⁸ *Ibid.*

—

The Matthews House and the Regency Revival Style

The Matthews House shows the following identifying stylistic features of the Regency Revival style:

- Built date—Regency Revival style built dates are 1930-1950—the Matthews House was built in 1938
- Shallow pyramid hip roof
- Little to no eaves or eave overhang
- Square box-shape mass
- Two-story house
- Different claddings—brick (painted) at first floor and smooth shiplap siding second floor
- Fenestration symmetrical
- Art Deco influence in windows with horizontal muntin bars
- Inset center front entrance with pilasters
- Horizontally incised paneled front door, painted black
- Decorative scalloped frieze bands above door and façade windows

The Matthews House was designed with all of the features that convey a stylistically correct Regency Revival-style home. It is a good example of the Regency Revival style, and one of few in Spokane.

**Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE**

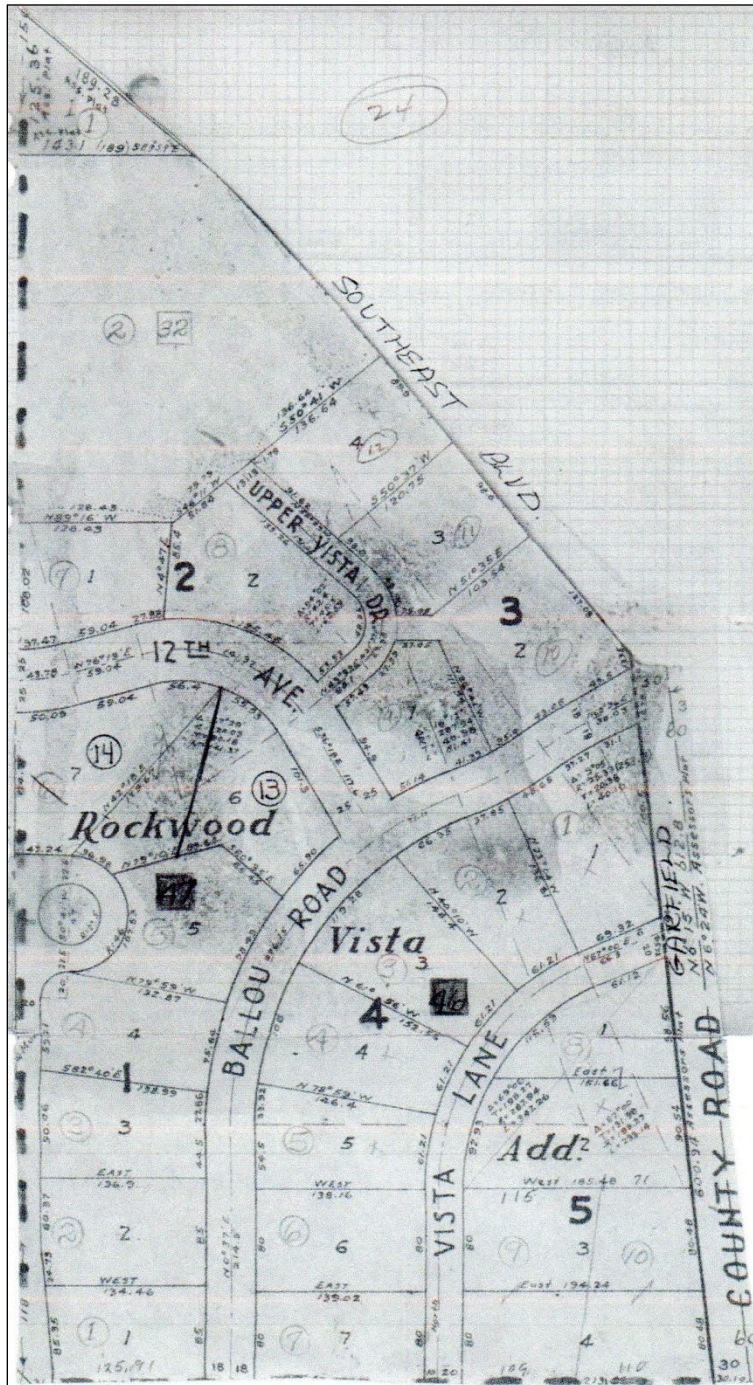
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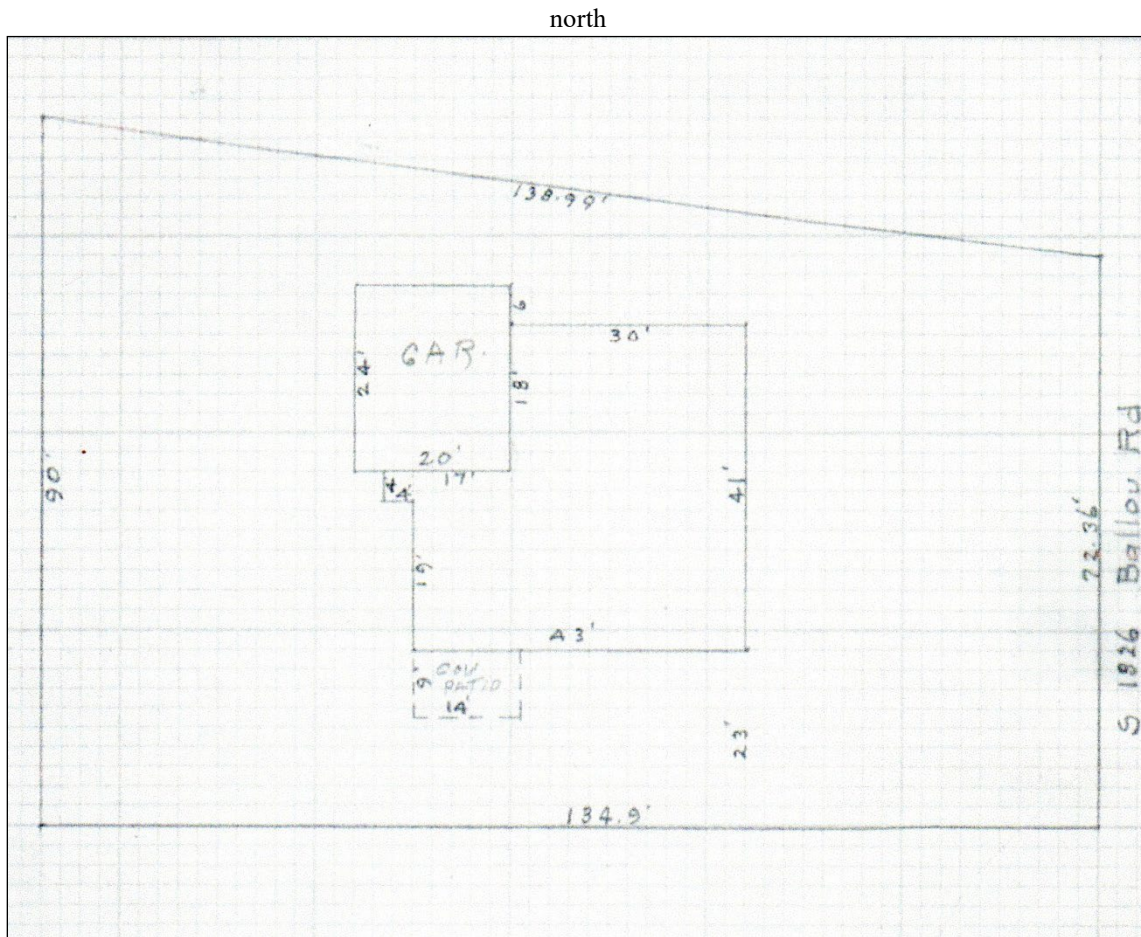
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- "Attention, Movers!" *Spokesman-Review*, 4 February 1939
- "Barbieri Named Gonzaga Regent." *Spokesman-Review*, 12 March 1985
- "Celebrate Birthdays Together." *Spokane Daily Chronicle*, 5 June 1944
- "Clematis is Colorful." *Spokane Daily Chronicle*, 17 June 1960
- "Crime-Fighter's Day Crimped by a Crook." *Spokesman-Review*, 1 August 1961
- "Death Claims Civic Leader H. Bertelsen." *Spokane Daily Chronicle*, 24 August 1963
- "Edwin S. Matthews, Businessman, Dies at 67." *Spokesman-Review*, 13 April 1968
- "First Residence Built on Rockwood Vista Homesite." *Spokesman-Review*, 4 February 1939
- Matthews House Photos. City of Spokane Assessor's Office, 1961 and 1963
- "Police Push Hunt for Boy's Killer." *Spokane Daily Chronicle*, 25 August 1963
- Tynell, Melinda Matthews. Letter, photographs, newspaper clippings. 1994.
- "William H. Matthews." *Spokane Daily Chronicle*, 26 August 1963
- "William R. Matthews." *Spokesman-Review*, 23 November 1985
- "Women Give Up Law for Llama Business." *Spokane Daily Chronicle*, 11 July 1988

north



Lot 3, Block 1 in Rockwood Vista Addition

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Circa 1946-1950
SPOKANE COUNTY SITE PLAN¹⁹

1326 S. Ballou Road

**Rockwood Vista Addition Lot 3, Block 1
35204.4703**

¹⁹ Neither the Spokane County Tax Assessor site plan nor the field book in which the site plan is located list a date for the drawing of the site plan. The plan does include the addition and covered patio, which was built onto the rear of the house in 1945-46.

**Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE**

ADDRESS <u>51326 Ballou Road</u>		LOT BLK <u>3 1</u>		59-3	
ADDITION SPO 81		YEAR	A. V.	BY	
DESC. ROCKWOOD VISTA ADD-REPLAT OF PTN OF		1985	95700	36	
ASSESSOR'S PLAT 9		1989	95700	47	
<div style="font-size: 1.5em; font-weight: bold;">20534-4703</div> <div style="font-size: 1.2em;">35204.4703</div>		1997		2-97	
		2002		BRK 95	
		FORM 706			

BUILDING	EXT. WALLS	HEATING	SECOND FLOOR
2 NO. OF STORIES	LAP SIDING	STOVE	5 NO. ROOMS
9 NO. OF ROOMS	✓ RUSTIC 2nd floor	FLOOR FURNACE	3 BATH
1 FAMILY DWELLING	✓ BRICK Conn. 2nd floor	PIPELESS FURNACE	✓ FLOORS Oak
0 ATTIC	BLOCK	GRAVITY H.A.	SIZE
✓ CONST. SING. DBL.	STUCCO	HOT WATER	✓ SQ. FT. 1457
5 Bdr 2 Bath	SHAKE	RADIANT	
FOUNDATION	BOARDS - BATTEN	✓ OIL-FAN-FILT.-COMP.	
✓ CONCRETE		STOKER	BASEMENT 1220
STONE	INT. WALLS	CONVERSION	FULL
BLOCK	✓ PLASTER	POT OIL BURNER	✓ CON. FLOOR
✓ 2x10-16	PLASTER BOARD	PRESS. OIL BURNER	0 DIRT FLOOR
ROOF	CELOTEX	ELECTRIC UNITS	ROOMS 1BR 1.5 bath
✓ SHINGLE	PLYWOOD	FAN AND FILTER	2 FINISHED R 8
SHAKE			SQ. FT.
✓ COMPOSITION 1976	INT. TRIM		
TILE	0 HARDWOOD	0 ATTIC	✓ FLOORS Oak w/ w.c. cov.
✓ FIREPLACES	PLUMBING	STAIRWAY	EX. FEATURES
2 NUMBER 1-36"	13 NO. FIXTURES	FINISHED	
1 STEMS-FLUES	7 STD. GRADE	UNFINISHED	
1 EX. CHIMNEY	6 EX. GRADE	SIZE	
	✓ GARBAGE DISP.	SQ. FT.	
	✓ DISHWASHER		

YEAR BUILT	% COMPLETE	CLASS	SQ. FOOT	PERIMETER	RATE	LIFE	A. V.
1938	100	9410	1545	176		75	

BUILDING	CONST.	FLOOR	DOORS	ROOF	CLASS	SQ. FT.	RATE	BUILT	LIFE
1 GARAGE	2x10-16	Brick	4x6	Flat	B	480			
COV PATIO	FR	CON	BTUR	1/2 P		126			

Land Values

Year	1971	1977	1981	1985	1989
Value	3200	5000	9500	19000	19000

EXTRA FEATURES:

Land Values

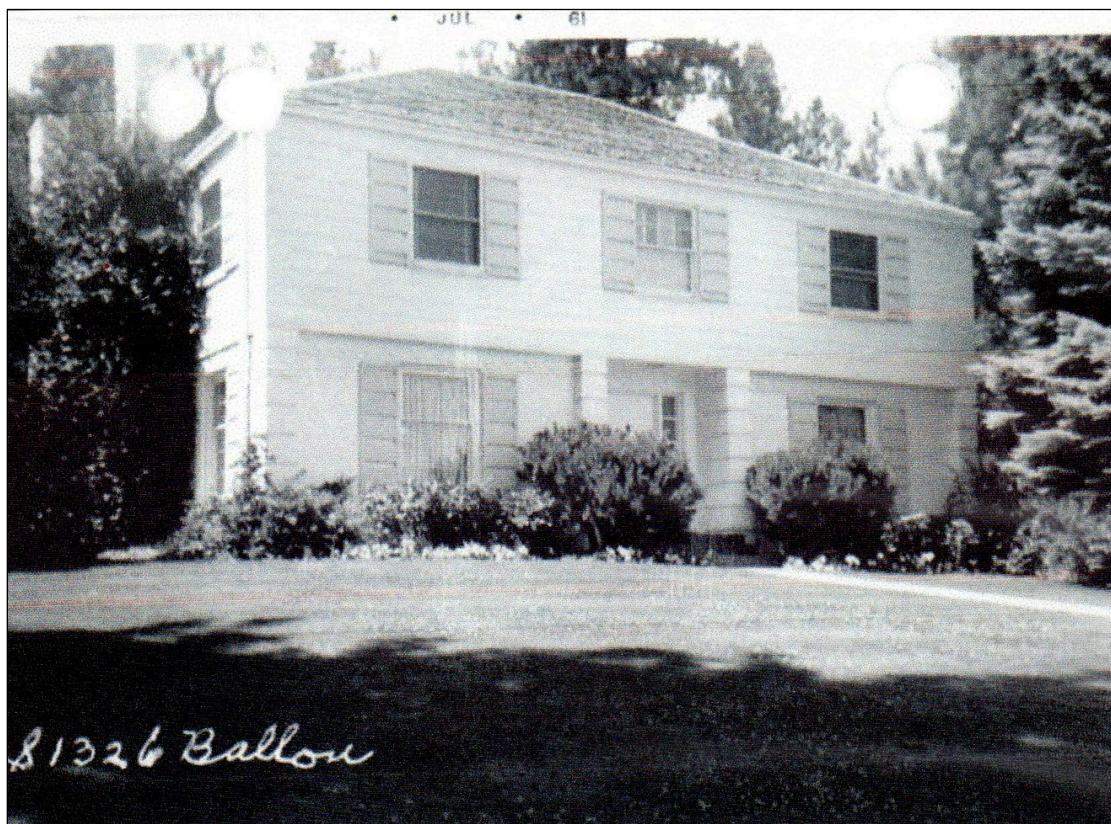
Year	1957	1967	1967	1971
Value	800	800	1600	1600

Form 496B-Assessor-ISM-5-55

**SPOKANE COUNTY FIELD BOOK
Circa 1945-1950 with assessor additions & corrections**

1326 S. Ballou Road

Rockwood Vista Addition Lot 3, Block 1; parcel number 35204.4703



**1961 Spokane Assessor Photograph
of the
Matthews House**

*Source: Spokane County Tax Assessor
Spokane County Courthouse, Spokane, WA*

ch 8/24/63

Death Claims Civic Leader H. Bertelsen

Henry Christian Bertelsen, 75, long-time Spokane architect and civic leader, died last night at his home, N1703 Atlantic.

Funeral services will be at 11 a.m. Tuesday at Our Savior Lutheran Church, the Rev. Nyer W. Urness officiating. Entombment will be in Fairmount Mausoleum.



Henry C. Bertelsen

Mr. Bertelsen had been an architect here for half a century and was chief draftsman for architect Kirkland Cutter in the designing of the Davenport Hotel, built in 1914.

Other Spokane buildings he designed wholly or in part include the Coliseum, the new Inland Automobile Association Building and its predecessor, the Shriners Hospital for Crippled Children and several of the buildings at Gonzaga University.

Born in Varde, Denmark, he had lived in Spokane since 1905. He studied at the Chicago Institute of Fine Art.

Long active in Salvation Army work and other civic and charitable groups, he was a member of the board of Booth Memorial Hospital, the Salvation Army and the Inland Automobile Association and was a trustee of Fairmount Cemetery Association.

He was a member of Our Savior Lutheran Church, Inland Empire Boy Scout Council, Rotary, the Spokane Club, the Early Birds Club, the Spokane Press Club, the Athletic Round Table, Prosperity Club, American Legion Post 9 and 40 et 8, Sons of Norway Lodge, the Moose Lodge, and the Associated Engineers.

Surviving are his wife, Alma, at the home; a sister, Mrs. N. K. Nansen, Almira, and a cousin in Portland.

The body is at Smith's.

"Death Claim Civic Leader H. Bertelsen."

Spokane Daily Chronicle

24 August 1963

Edwin S. Matthews,¹⁹⁶ Businessman, Dies at 67

Edwin S. Matthews, 67, S1107 Grand, owner and manager of Electro-Kold Co., Inc., Spokane, died Friday in a local hospital.

Mr. Matthews came to Spokane in 1906 and was graduated from Lewis and Clark High School in 1919. He was graduated from Harvard University with a bachelor of science degree and a masters degree in business administration in 1923 and went to work for Electro-Kold. The firm became one of the largest household refrigerator manufacturers in the United States and distributed its products internationally.

Mr. Matthews helped develop some of the basic patents used in the refrigeration industry and in 1932 he purchased the firm. He sold the inventory and turned to a new field — commercial refrigeration and air conditioning.

The firm has installed air conditioning in a number of Spokane and Inland Empire buildings.

He was a member of the board of Lincoln First Federal Savings & Loan Association; a former national director of Refrigeration and Air Conditioning Contractors of America; past president of Washington Refrigeration Contractors Association; a member of American Society of Heating, Refrigeration and Air Conditioning Engineers; National Commercial Refrigeration Sales Association; Inland Empire Electrical League; Spokane Club; Elks Club; past president of Harvard Club; member of BOF; Athletic Round Table; Early Birds, and University Club.

Survivors include his wife, Dorothy, at the home; two sons, Edwin S. Matthews Jr., Paris, France, and John C. Matthews, Spokane; one daughter, Melinda Tyrell, Seattle, and three grandchildren.

Private funeral services will be at Smith Funeral Home. The family has suggested that memorial contributions may be made to Spokane Rehabilitation Center, N3128 Hemlock.

“Edwin S. Matthews, Businessman, Dies at 67.”

Spokesman-Review, 13 April 1968

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Photo 1
A 2022 photograph of the east façade of the Matthews House



Photo 2
A 2022 photograph of the east façade of the Matthews House

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Photo 3
A 2022 photograph of the east façade of the Matthews House



Photo 4
A 2022 photograph of the southeast facade corner of the Matthews House

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Photo 5
A 2022 photograph of the south face of the Matthews House, looking west

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE

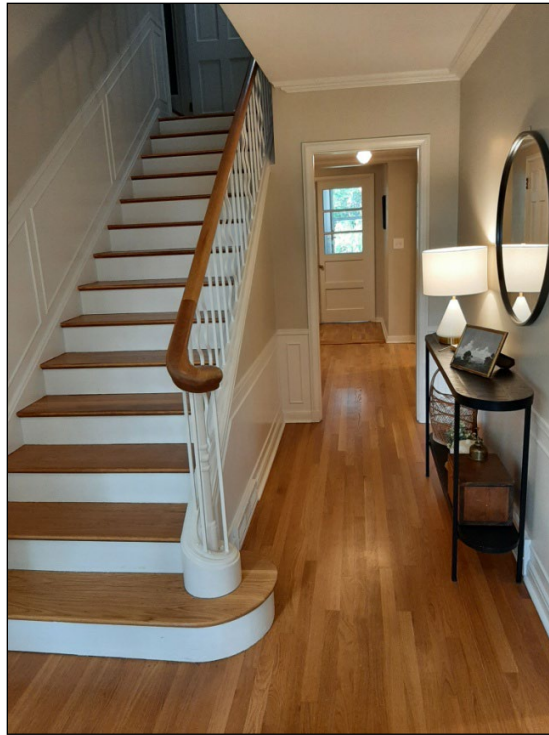


Photo 6

A 2022 photograph of the Matthews House, looking west from the front door to the back door



Photo 7

A 2022 photograph of the Matthews House, looking northeast into the kitchen

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Photo 8

A 2022 photograph of the Matthews House, looking southwest through the living room



Photo 9

A 2022 photograph of the Matthews House, looking southwest through the library

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Photo 10

A 2022 photograph of the second floor hallway in the Matthew House, looking north



Photo 11

A 2022 photograph of the second floor master bedroom, looking northeast

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Photo 12

A 2022 photograph of the second floor master bedroom, looking northwest



Photo 13

A 2022 photograph of the basement recreation room in the Matthews House

Spokane City/County Register of Historic Places Nomination
MATTHEWS HOUSE



Photo 14

A 2022 photograph, looking east at the attached garage in the Matthews House



Photo 15

A 2022 photograph of the Matthews House garage, looking west

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall, Historic Preservation Officer 625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 2.5 minutes
Agenda Item Name	0470 – MATTHEWS HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES
Summary (Background)	<p>The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100.</p> <p>The Regency Revival style Matthews House at 1326 S Ballou Road was constructed in 1938 and designed by prominent Spokane architect Henry Bertelsen. It meets the criteria for listing on the Spokane Register under Category C for its architecture.</p>
Proposed Council Action & Date:	Consent agenda item, for briefing on October 31 with a vote on November 1 st .
Fiscal Impact: Total Cost: <u>\$0</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	
<i>What impacts would the proposal have on historically excluded communities?</i> This contract would have no meaningful impact on historically excluded communities.	
<i>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</i> That specific data is not something that is collected by the Historic Preservation Department.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.	
<i>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</i> SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and	

structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

Comprehensive Plan Chapter 8: Urban Design and Historic Preservation

DP 1.1: Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

DP 1.2: New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

DP 2.7: Historic District and Sub-Area Design Guidelines

Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.



Agenda Sheet for City Council Meeting of: 11/07/2022

<u>Date Rec'd</u>	10/25/2022
<u>Clerk's File #</u>	OPR 2022-0791
<u>Renews #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MEGAN DUVALL X6543	<u>Project #</u>	
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0470 - THE STUDIO APARTMENTS NOMINATION TO THE LOCAL HISTORIC REGISTER		

Agenda Wording

Recommendation to list the Studio Apartments, 1102 W 6th Ave, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Studio Apartments has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session\Other</u> UE 10/10/22
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	lcamporeale@spokanecity.org
<u>Additional Approvals</u>		smacdonald@spokanecity.org
<u>Purchasing</u>		rbenzie@spokanecity.org

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

The Studio Apartments – 1102 W 6th Avenue

FINDINGS OF FACT

- 1. SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1949; the Studio Apartments meets the age criteria for listing on the Spokane Register of Historic Places.
- 2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
 - The Studio Apartments meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction, as well as for its association with the prominent architects, Royal McClure, Thomas Adkison and Bruce Walker.
 - Architecturally significant, the Studio Apartments is eligible for listing on the Spokane Register of Historic Places under Category C as an excellent example of the International Style.
 - Character-defining features of the building include a rectangular footprint and a flat roof, which is extended with slight eaves forming an enframed window wall on the north, glazed façade. The building is wood frame, with a board-formed concrete base. A series of walkways, bridges, a deck, and stairs access the individual units and the ground level on the south entry facade, creating a complex circulation system that contrasts with the planar north façade, whose two-dimensional patterning is composed of solid panels and glazing. There are no openings or embellishments on the east or west side facades. The curvilinear concrete base of the building on the east side contrasts with the open common area composed of concrete and brick on the west side.
 - The Studio Apartments retains good integrity and is in excellent condition, having just undergone an extensive rehabilitation.
- 3. SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."***
 - The Studio Apartments is well-preserved and is architecturally significant as an excellent example of the International Style designed by the firm of McClure & Adkison with associate, Bruce Walker.
- 4. Once listed, this property will be eligible to apply for incentives, including:**
 - Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Studio Apartments according to the appropriate criteria at a public hearing on 10/19/22 and recommends that the Studio Apartments be listed on the Spokane Register of Historic Places under Category C.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD 2ND S130FT OF L7-8 B54

Parcel Number(s) 35192.4306, is governed by a Management Agreement between the City of Spokane and the Owner(s), Sixth Avenue Venture LLC, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **19th** day of **October 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Sixth Avenue Venture, LLC** (hereinafter "Owner(s)"), the owner of the property located at **1102 W 6th Avenue** commonly known as the **Studio Apartments** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.



Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR



Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

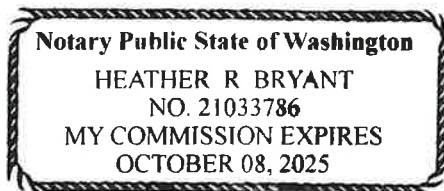
Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
County of SPOKANE) ss.

On this 18th day of OCTOBER, 2022, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, personally appeared STEPHEN D SCHMAUTZ, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE (he/she/they) signed the same as HIS (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of OCTOBER, 2022.



[Signature]

Notary Public in and for the State
of WA, residing at SPOKANE
My commission expires Oct. 8, 2025

STATE OF WASHINGTON)
County of Spokane) ss.

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Studio Apartments
And/Or Common Name: G1

2. Location

Street & Number: 1102 W. 6th Avenue
City, State, Zip Code: Spokane, WA 99204
Parcel Number: 35192.4306

3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public <input type="checkbox"/> both	<input type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input checked="" type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure			<input type="checkbox"/> educational	<input checked="" type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

4. Owner of Property

Name: Steve Schmautz, SDS Realty
Street & Number: 108 N. Washington, Suite 600
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: Enter property owner's telephone number and email

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: Enter previous survey name if applicable
Date: Enter survey date if applicable ☐ Federal ☒ State ☐ County ☒ Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☐ excellent
☒ good
☐ fair
☐ deteriorated
☐ ruins
☐ unexposed

Check One

- ☐ unaltered
☒ altered

Check One

- ☒ original site
☐ moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: < 1 acre
Verbal Boundary Description: Full extent of parcel 35192.4306
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Diana J. Painter, PhD
Organization: Painter Preservation
Street, City, State, Zip Code: 3518 N. C Street, Spokane, WA 99205
Telephone Number: 707-763-6500
E-mail Address: dianajpainter@gmail.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)



14. For Official Use Only:

Date nomination application filed: September 18, 2022

Date of Landmarks Commission Hearing: 10/19/22

Landmarks Commission decision: approved

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.



Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

10/19/22
Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Figure 1: Studio Apartments north facade

SUMMARY STATEMENT

The Studio Apartments within Spokane's lower South Hill at 1102 W. 6th Avenue is a two-story building on a raised basement. It is an International Style building, designed by McClure & Adkison with associate Bruce Walker, and constructed in 1948-49. It has a rectangular footprint and a flat roof, which is extended with slight eaves forming an enframed window wall on the north, glazed façade. The building is wood frame, with a board-formed concrete base. A series of walkways, bridges, a deck, and stairs access the individual units and the ground level on the south entry facade, creating a complex circulation system that contrasts with the planar north façade, whose two-dimensional patterning is composed of solid panels and glazing. There are no openings or embellishments on the east or west side facades. The curvilinear concrete base of the building on the east side contrasts with the open common area composed of concrete and brick on the west side. The building has been recently restored to much of its original appearance and as a result, conveys excellent integrity.

ARCHITECTURAL DESCRIPTION

Location and setting

The Studio Apartments is located at 1102 W. 6th Avenue in Spokane, Spokane County, Washington, south of the central business district and just south of the I-90 freeway. It is perched on the hillside as it rises to the south, accessed by S. Madison Street from the

north and from W. 6th Avenue from the east and west. The closest major arterial is southbound S. Monroe Street, one block to the east. The building is accessed from the east but is oriented with its expansive window wall toward the north, overlooking the city. The apartment is sited among a neighborhood of single-family homes and apartments with the major exception of Deaconess Hospital to the northeast. As a result, numerous medical clinics and facilities are also seen in the area to the north.

The block on which the apartment building is located is bounded by W. 6th Avenue on the south, S. Madison Street on the east, and W. Bishop Court on the north and west (Bishop turns into S. Jefferson Street north of 6th Avenue). All streets are relatively narrow and have just two lanes. Madison and Bishop Court have no sidewalks or curbs, whereas W. 6th Avenue has both sidewalks and curbs. Madison is a brick street with an asphalt top coat.

Bishop Court is paralleled by a stairway that transitions to a raised sidewalk above the street on the west side that is retained by a concrete and stone retaining wall. To the south, across W. 6th Avenue, is the four-story Madison Terrace Condominiums and a large, Queen Anne, single family residence. To the east are two buildings with a single-family residential appearance, one used for single family use and one for multi-family use. To the north is a modern covered carport that is associated with an apartment building to the north. To the west is the three-story La Vista Apartments. Visibility of neighboring properties in this area is limited due to steep slopes and mature vegetation.



Figure 2: View from the northwest looking at the north facade

The block is made up of three parcels. The parcel occupied by 1102 W. 6th Avenue is on the east side of the block and the two parcels to the west, which are owned by the same entity, are vacant. The parcel on the far west was previously occupied by a church, demolished in 1977. The site still displays remnants of the site infrastructure. The retained, curved, right-of-way of Bishop Court was historically a streetcar right-of-way. To the west of this right-of-way, in what was historically the northwest corner of the block, was a Washington Water Power substation that was associated with the streetcar line (no longer extant).

There are no other buildings on the parcel associated with 1102 6th Avenue at this time, but a seven-car garage is being built on the lower portion of the lot, parallel to W. Bishop Court. This is the same area that once contained a carport and had a concrete pad prior to the present construction project. A combination stair/ramp to the upper level of the site with a simple open wood rail was also located here, to the west of the concrete pad (no longer extant).

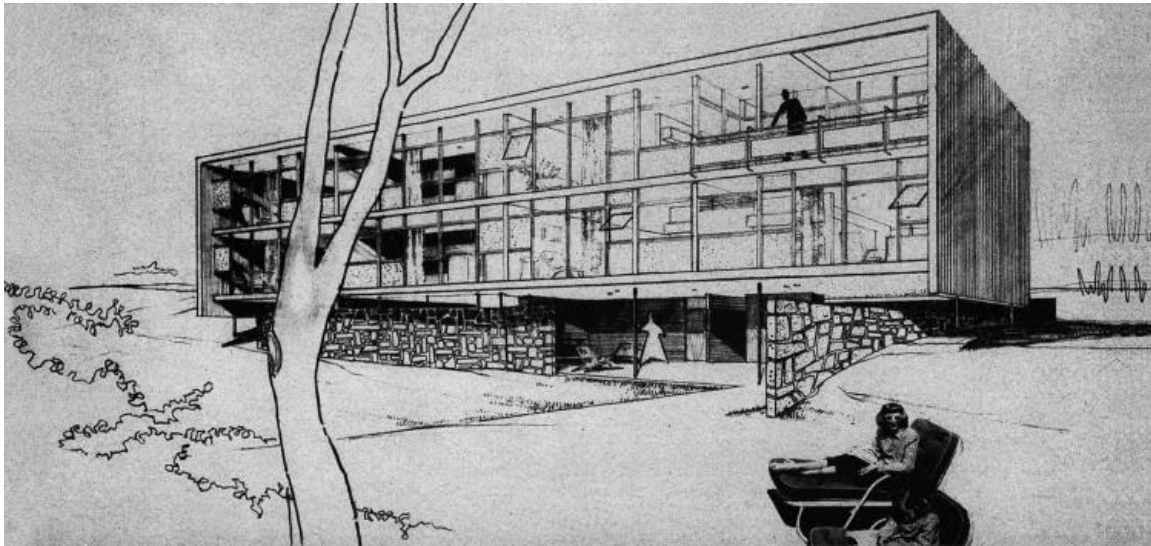


Figure 3: Sketch of the Studio Apartments - McClure & Adkison, Architects

Overview

Exterior

The building at 1102 W. 6th Avenue, historically known as the Studio Apartments, consists of two stories of living space above a raised basement. It has a rectangular footprint of approximately 1,750 square feet and a flat roof with a tall fascia and is sited toward the south side of its 13,000 square foot lot. It is not completely parallel to 6th Avenue, being canted just slightly toward the northeast. While the building is addressed from 6th Avenue, it is oriented toward the view of downtown Spokane. The wood-frame building sits atop a one-story, board-formed concrete base, which features a curved concrete wall at the northeast corner. The north side of this wall reflects a slight V-shape and is slightly recessed under the outer plane of the building. The west side of the north wall is open, forming a covered communal open space. Dividing the basement level in half is a north-south brick masonry wall that serves the fireplace in Unit 200. An outdoor fireplace was once located within the community open space in the basement but is no longer extant. The fireplace is served by a broad chimney at the center of the roof. The east and west end walls of the building have no openings and are finished in painted narrow vertical wood siding. The first and second levels on the south entry façade are glazed, with panels of narrow vertical boards. The first and second levels on the north façade consists of solid panels and glazing set within an enframed opening with a slight overhang at the eaves. The foundation is concrete and the roof is built-up. The International Style building was constructed in 1948-49 with seven apartment units; today it has six apartment units.

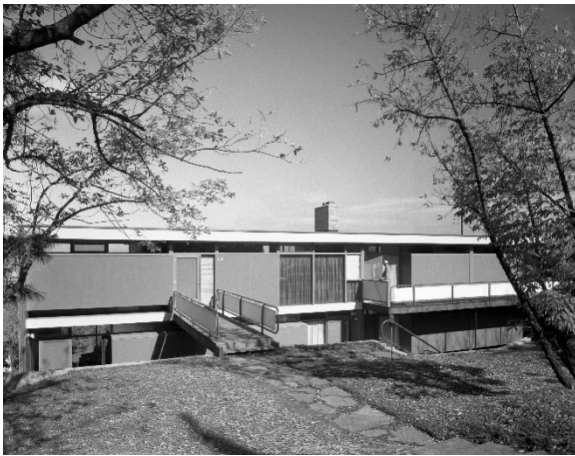


Figure 5: Dearborn Masser Collection



Figure 4: South elevation in 2022

South entry façade. The south entry façade has two, two-bedroom apartment units on the upper level and four studio apartments on the lower level. The wood deck at the upper level is supported by a wood frame on large beams, which is in turn supported by heavy timber posts with angle brackets. The balustrade has a heavy wood frame with horizontal balusters made up of small-diameter steel rods that provide for a transparent view of the building. The design details for this balustrade are typical throughout the building. Two north-south wood bridges or suspended wood walkways access the upper-level wood deck that parallels the face of the building. The bridge on the west end of the south facade is supported on the south end by a concrete retaining wall. A concrete walkway from the public sidewalk along W. 6th Avenue steps down the slope to reach this bridge. The bridge on the east end is accessed from the public sidewalk along W. 6th Avenue via a gently sloping walkway, reflecting slight differences in topography. The second level



Figure 6: South elevation

deck is nearly the full width of the building, stopping slightly short of the west end. The exterior wall at the second level for each unit is composed of a flush door adjacent to broad, paired windows with full-height fixed sash that runs from the deck to the clerestory windows. Other bays consist of panels of vertical wood stained a warm wood tone. Clerestory windows run consistently atop the main windows and wood walls; they have dark anodized aluminum frames.

The units on the lower level of the building are accessed as follows. Just before reaching the wood bridges, concrete walkways and stairs from the W.

6th Avenue walkways descend to the first level of the building in a double run of stairs. The west stairs are perpendicular to the building face east and are located east of the bridge and the east stairs, also east of the bridge, descend at an angle, reflecting differences in slope. At the ground level a concrete walkway extends the width of the building parallel to the building. From here, the two central units are accessed via two enclosed wood steps and a broad landing in the center, whereas the two outside units are



Figure 7: South elevation, lower level apartment entrances

accessed via two enclosed wood steps and small landings at each end of the building. The basement is also accessed via steps from the concrete walkway. They are concrete, dogleg stairs at the west and east ends. The stairs at the west end access the opening to the community open space, whereas the stairs at the east end access an entry door to the rooms on this end of the basement.

openings. At the basement level is the raised basement. The curved concrete wall, which is pulled away from the exterior northeast corner of the building, is visible here. The overhang from the main portion of the building is supported here by slender round metal columns. Additional columns are set within the footprint of the overhang. Wire mesh screening has been added at the perimeter here to prevent access to the underside of the building. This is not highly visible and does not greatly affect the historical appearance of the building at this location.

North façade. The south façade of the building is visually dominated by the glazed wall of the lower (first floor) and upper (second floor) levels. They display a symmetrical Mondrian-like pattern of paired, full-height, fixed windows serving the individual units (two at the top and four at the bottom) and small, paired, fixed light windows and double-hung windows over solid panels that rise to about mid-way between the finished floor and the lower level of the clerestory windows which extend across most of each level. The wall reflects the historical curtain wall design of the building. At the lower level the basement rooms on the east side are enclosed with

East side façade. The east side façade of the building has no



Figure 8: East elevation

concrete walls which are topped by clerestory windows. Much of the area on the west side is open, as noted above.

West side façade. The west side façade also has no openings. The main body of the building was previously cantilevered over a north-south concrete wall that projected to the north beyond the building footprint. This has been removed, however, and the area under the building enclosed at this location.



Figure 9: North elevation



Figure 10: Unit 200 - top floor, west side looking east



Figure 11: Unit 200, looking south toward 6th Avenue

with kitchens sharing a wall with the bathrooms, leaving the north side open to the view. The bedrooms are on the end walls (east and west) and the living rooms, which have open plans and also accommodate dining, are at the opposite ends. Unit 200, on the west

Interiors

The Studio Apartments has two, two-bedroom units on the upper floor (Units 200 and 201) and four studio apartments at the first-floor level (Units 100-103). The second-floor level is roughly at grade and the first floor level is below grade, due to the slope of the site. The lower or basement level is below grade on the north side and at grade at the south side, again due to the slope of the site. Each unit has an individual entry from a walkway (deck or sidewalk) that runs parallel to the south face of the building. Each unit has floor-to-ceiling fixed windows and solid vertical wood panels or paneled “pop-outs” on the south face of the building, and extensive glazing with some solid panels on the north face, or view side.

The two, two-bedroom units are slightly different but share most major features. The entries are on the south side. The bathrooms are at the center of the units

end of the second floor, has the original fireplace for the apartment building, which is on the inner or east wall of this unit. Finishes include vertical wood cladding and sheet rock.

The studio units on the lower level are identical, although placed back-to-back, sharing a common wall in the center of the west side and the center of the east side. Entries are on the far side of each unit and open into the main room, which has an open floor plan, utilized for living, dining, and sleeping. To the right or left (depending on the unit) is the bathroom and laundry. Straight ahead, on the left or



Figure 13: Murphy bed in studio unit

right side, is the kitchen, which has an L-shaped plan.

The kitchen is open to the main room. Only the stove is against the north wall, leaving this window wall largely open to the view. The end units have a vertical wood wall on the west and east sides while the central units share a brick wall, one of the original features of the building.



Figure 12: Studio kitchen

The basement consists of three rooms, the semi-open communal room on the west end, the central storage room, and the utility room on the east end. The latter two rooms are enclosed and accessed via individual doorways. Finishes are concrete and brick.

Changes over time

Original appearance

When built the Studio Apartments consisted of seven units. The upper unit on the west side extended to the fireplace wall in the center of the floor, thereby occupying half of the upper floor. In the northwest corner was a large open deck which was framed to match the appearance of the building's south window or curtain wall. The east half of the second level and the entire first level

consisted of six studio apartments with identical layouts. They were very similar in layout to the studio apartments today. The L-shaped kitchens did not obscure the view. The

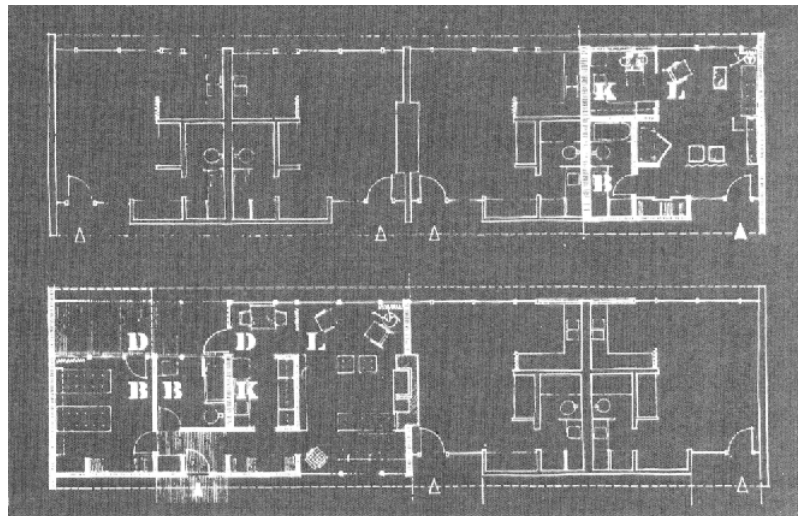


Figure 14: Original plans - 1st floor on top, 2nd floor on bottom

bathrooms were on the interior walls, accessed by a door from the main room, close to the entry door. The entry door was at one end of the unit and accessed the open living-dining room. The main unit had one bedroom, an open deck accessed from the dining area and the bedroom, a dining area close to the window walls, a centrally located kitchen and bathroom, and a hallway to the bedroom that paralleled the exterior deck. The living room focused on the fireplace wall, as it does today. This unit was accessed via a bridge from the south side of the site that led directly to the front door with its sidelight. The two studio units on this upper floor were accessed by an exterior deck accessed by the east bridge.



Figure 15: Living room of unit 200

The lower, basement level was occupied by three zones. The communal zone was labeled “Play.” A “Heat” (furnace) room was located against the south wall. And the east half was occupied by a “Wash” and “Dry” (laundry) room. The Playroom (noted as a communal room today) featured an outdoor fireplace on the building’s central wall, which was taken out previous to the present rehabilitation. The exterior walls on the east, north, and west ends were shown as stone, rather than the board-formed concrete seen



Figure 16: Original balustrades with canvas panels

today, a cost-saving measure that was implemented before the building was constructed. The freestanding supports at the lower level were round metal posts, as they are today. The window wall had painted wood frames with steel vents and cemesto panels. The west end was also cantilevered over a supporting north-south wall.

The balustrades throughout were tubular steel to which was fastened canvas or other fabric to form the solid panel that served as balusters. Doors were flush and sidelights were relatively narrow; they provided the only additional exterior light to the studios, with the exception of the clerestory windows

above the ‘pop-outs.’ The larger unit on the upper west side had two large floor-to-ceiling windows on the east side of the unit, which would have faced the living room (as it does today).

All studio units had 'pop-outs' on the south wall that extended into the walkway space (whether decks or sidewalks), beyond the door plane, that provided additional space for the units, while still allowing for additional light in the form of clerestories.

1980-1990 changes

The major changes on the building that were documented in the historic building permits, some of which were for maintenance purposes, occurred in 1981 and 1992. In 1981 a business consisting of three partners (Adams, Hamis and Mulcany) converted the building to a 1,600 office on the second floor with four living units below.

- 1981 – A certificate of occupancy was issued for four apartment units and a 1,600 square foot office.
- 1987 (ca) – A 40-foot section of outside wall was replaced.
- 1992 – An exit door was added and deck and railings were repaired.

The following design changes were made in this general time frame, with no specific dates. These changes can be seen in the 2015 photographs of the building.

- In photographs that are attributed to architect Bruce Walker and that were published in 1950, the curtain wall of the Studio Apartments shows subtly tinted



Figure 17: Early appearance of the building with the outside deck/balcony visible

glass and colored cement panels in shades of dusty pink with charcoal-colored frames. In 2015 the window wall consisted of clear glass with white panels and dark red-colored frames (this dark red color was used for accents throughout the building.

- Vinyl siding was added to the south, east and west facades.
 - The upper south side façade was altered to reflect the offices uses present on this floor.
 - Faux paneled doors were added.
 - A code-compliant balustrade of wood with vertical wood balusters was added throughout.
 - The open deck in the northwest corner of the upper floor was enclosed
- with windows and solid panels consistent in proportions to the rest of the building.
- The outdoor fireplace in the basement was removed, although masonry walls were retained.

2020-2022 changes

Most of the changes that have occurred recently have been in the spirit of returning the building to its original appearance. The main departure from this work has been the re-design of the balusters throughout, which nonetheless are in the spirit of the original early modern design.

- The building was converted from an office and studio units to two, two-bedroom units and four studio units, reinstating its residential use.
- Minor alterations were made to windows that are in keeping with the historic appearance of the building and reflect consistent proportions, including at Unit 200.
- Vinyl siding was removed and vertical wood siding was reinstated. This was either stained a warm wood tone or painted dark charcoal.
- Concrete surfaces were painted dark charcoal.
- Colors on the window wall are now clear glazing and dark charcoal panels with charcoal-colored window frames.
- The projecting north-south wall at the ground level on the west side was removed and a door was added.
- The existing ca 1981 wood balustrade was removed and a new balustrade of wood and steel rods was added.
- The area under the northeast corner of the building was enclosed with wire fencing, which is pulled back from the concrete curved wall and does not detract from the view of this cantilevered portion of the building.



Figure 18: Appearance of the building prior to current rehabilitation

Site design and landscaping

The site is most notable for its steep slope, with the south end as its high point and the north end being at grade with Bishop Court. It is also notable for its dramatic basalt haystack, which is located slightly east of center in the front 'yard' of the Studio Apartments. New landscaping today includes site treatments in gravel of various sizes with a lawn on the east side. The gravel beds are laid in curvilinear patterns and are differentiated in certain locations by short terraces. Plant materials consist of ornamental grasses and other low maintenance materials.

STATEMENT OF SIGNIFICANCE

The Studio Apartments is significant for its design and also for its association with the prominent Spokane architects who designed the building. It meets Spokane Register Category C, as a property that embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.¹ More specifically, it is significant for possessing high artistic value and as the work of masters. The Studio Apartments is also eligible for listing in the Spokane Register of Historic Places because it is over 50 years of age and is located within the City of Spokane. The International style building also retains integrity of location, design, materials, workmanship and association, thereby conveying its significance through its design and feeling, or its aesthetic expression. The period of significance is 1949, the building's date of construction.

HISTORIC CONTEXT

THE CLIFF CANNON NEIGHBORHOOD

The Studio Apartments building at 1102 W. 6th Avenue is within the lower South Hill area in Spokane, which is concentrated around W. 5th, 6th and 7th Avenues. It is located in the north central portion of the Cliff Cannon neighborhood, two blocks south of the I-90 freeway. The area developed in residential uses in the 1880s and 1890s, the first area outside the immediate downtown to do so after Browne's Addition, which is to the west of downtown.² It is included in the draft Cannon Streetcar Suburb Historic District local historic district, in the center of the north boundary, which is in turn located within the Cliff/Cannon neighborhood. The building would be contributing to the district, whose period of significance is 1883-1955, if adopted as proposed.³ The Railroad Second Addition, within which the subject property is located, was platted in 1883.

Early history

The subject property is within A.M. Cannon's original 160-acre quarter section that he purchased from James N. Glover, who is commonly referred to as the father of Spokane (his partner J.J. Browne purchased another quarter section to the west). The 1883 map of

¹ Spokane Municipal Code [SMC] 17D.040.090) as quoted in City-County of Spokane Historic Preservation Office, *Spokane Register Nomination Guide*, updated February 2018.

² Browne's Addition National Register Historic District was one of the first listed in Spokane, in 1976. It was largely recognized for its excellent collection of the residences of wealthy Spokane businessmen who were able to afford to locate outside the city center and did so for its favorable living environment. The neighborhood is characterized by relatively flat topography, which also accounts for its early development, in contrast to the lower South Hill, which is characterized by its steep slopes, rock outcroppings, and expansive views.

³ The proposed Cannon Streetcar Suburb Historic District is largely bounded by W. 6th Avenue on the north (but includes the subject property), an irregular diagonal line running from W. 6th Street to S. Wall Street south of W. 13th, between W. 13th and W. 14th Avenues on the south, and S. Cedar Street (south) and S. Walnut Street (north) on the west).

Spokane Falls shows Browne's Addition, Cannon's Addition, and the Railroad Addition, within which the property is located. Cannon platted his land soon after he received the land patent for his homestead in 1883, although development in the southern portion of the addition proceeded slowly due to the presence of the steep bluff. Development began on the lower streets, around 6th and 7th Avenues (as they are called today). This area would develop with large, imposing houses, as well as more modest houses. It was additionally characterized by steeply wooded hillsides, natural terraces and basalt bluffs, and expansive views of Spokane from the undeveloped hillside. The area also developed slowly due to the following chapters in Spokane's late 19th and early 20th century history.

In 1889 Spokane experienced a disastrous fire that burned 32 blocks of downtown. Rebuilding followed quickly, however, with investments in the downtown, streetcars, the residential neighborhoods, and surrounding farms. But through the cost of rebuilding, Spokane became indebted to investors in the east and Europe via mortgages lent by the Dutch Northwestern and Pacific Hypotheekbank. This was followed by the Panic of 1893, which greatly affected Spokane, as well as the rest of the country. Many prominent owners of Spokane real estate were now bankrupt and in debt to the Hypotheekbank, including John J. Browne, James N. Glover, and A.M. Cannon.⁴ Cannon lost his prime residential real estate when the bank foreclosed on it in 1895.⁵ He also lost, along with partner Simon Oppenheimer, the Northwest Milling and Power company, and with partner J. J. Brown, the Auditorium Theater, which also housed the post office and federal courts.⁶

Investors re-organized and development and population growth picked up by the end of the century, however, and Spokane saw a population gain of 67,554 people or 283% (percent) between 1900 and 1910, Spokane's largest population gain since the decade after its founding in 1881. During this period 216 new buildings were constructed in the Cannon Streetcar Suburb Historic District area, a subarea of the Cliff Cannon neighborhood that includes the subject property. However, only 85 were constructed in this same area in the decade between 1910 and 1919.⁷ Spokane had overbuilt.

The streetcars and development

Development in the subject area was spurred by the construction of the Cannon Electric Streetcar Line in the last decade of the century, which followed on the earlier, less effective cable railway, which had been constructed up Monroe Street by the Spokane Cable Railway Company in 1890.

⁴ John Fahey, "When the Dutch Owned Spokane," *Spokane and the Inland Empire*, David H. Stratton, Ed. Pullman, WA: Washington State University Press, 1991:181.

⁵ Fahey, 1991:183.

⁶ Fahey, 1991:182.

⁷ Logan Camporeale, *Cannon Streetcar Suburb Historic District, Spokane Register of Historic Places Nomination*, 07-21-2020 Draft: Section 7, page 16.

The lots south of 6th Street were still largely vacant in 1891.⁸ The Spokane Cable Railway Company ended service in 1894, right after the Panic of 1893. New development was largely non-existent from 1895 to 1898 and then very slow throughout the 1890s.⁹ However, in July of 1899 the Spokane Street Railway Company proposed the

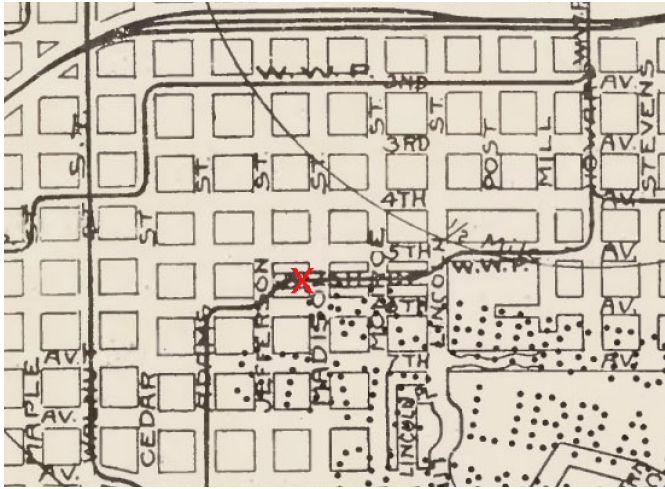


Figure 19: 1906 Spokane map showing streetcar lines (x added to show Studio Apartments location)

construction of the first reliable transportation up the hill, the electric Cannon Hill Streetcar Line.¹⁰ This same year, Washington Water Power, which operated the hydroelectric power stations on the Spokane River, absorbed most of the city's streetcar companies, including the Spokane Street Railway Company, and completed the Cannon Hill Streetcar Line.¹¹ The line was to travel south on Howard Street "from Fourth to Fifth Avenue, thence along Fifth to Lincoln, up Lincoln to Bishop Court, along Bishop Court nearly to Jefferson Street, thence through a

rock cut and across Jefferson Street to Sixth Avenue, thence along Sixth to Adams, south of Adams to Tenth Avenue, and west on Tenth to Elm Street."¹² The curved roadway and rock cut at Bishop Court and Jefferson Street in the subject block is a visible remnant of the streetcar line here.

The line opened in 1899 and spurred new development. At least fifty new residences were constructed in the Cannon Streetcar Suburb Historic District area from about 1900 to 1905, and 301 new buildings (that are still extant) were constructed between the opening of the streetcar line to World War I.¹³ These included both single family residences and apartment buildings, which had become popular beginning in early 20th century Spokane.¹⁴

Population growth in general became stagnant in Spokane after about 1910, however, due to the collapse of the local economy. Only 18,000 residents were added to the population between 1910 and 1940.¹⁵ Slow growth and lack of development continued in the 1930s due to the Great Depression, which affected the entire country, and the build-

⁸ Camporeale, 2020: Section 8, page 6.

⁹ Ibid.

¹⁰ Camporeale, 2020: Section 8, page 7.

¹¹ Ibid.

¹² Camporeale quoting *The Spokane Chronicle* July 29, 1899:1 in Camporeale, 2020: Section 8, page 7.

¹³ Camporeale, 2020: Section 8, page 9.

¹⁴ Nancy Gale Compau and Leonard T. Garfield, *Apartment Buildings by Albert Held Thematic Group National Register of Historic Places Inventory – Nomination Form*, July 20, 1986.

¹⁵ Camporeale, 2020:Section 8, page 3.

up to World War II. New development did not occur in the 1940s as resources were diverted to the war effort, a phenomenon that also occurred throughout the country.

The increasing popularity of the automobile from the 1930s on also influenced development patterns. The new bus lines, which began replacing streetcar lines, affected the subject block directly. In 1931 the Cannon Hill Streetcar Line was replaced with bus service, which involved abandoning the Bishop Court section of the route in favor of taking 5th Avenue east to Adams Street and climbing the hill from there.¹⁶

Another phenomenon that occurred in Spokane in the early post-war years was that workers had flocked to Spokane to work in the defense industries before and during World War II. Spokane's population grew by 32.6% between 1940 and 1950 as a result and Spokane, like other west coast cities, struggled to meet the demand for housing.¹⁷ Five apartment buildings were constructed in the Cannon Streetcar Suburb Historic District neighborhood during this period, and single-family houses were converted to multi-family residences to meet the demand. As a result, the area became more densely developed and only a few vacant lots remained by 1955.

Nonetheless, the influx of workers for the defense industries in the build-up to World War II spurred the development of apartment buildings throughout the city. The conversion of single-family houses to multi-family buildings was also spurred by the need for housing in this period. The Cliff-Cannon neighborhood became increasingly densely developed.

Residential development to house those who came to Spokane during World War II and those returning to Spokane after the war to establish residences and often to begin families slowly picked up after the war. In the early post-war years, access to materials was still difficult and post-war development continued to be modest for some time, with relatively small houses and apartment buildings. In the Cannon Streetcar Suburb Historic District, the area was also largely built out, with few vacant lots remaining by 1955.¹⁸ The Studio Apartments, with a construction date of 1948-49, was one of the buildings that was constructed in the immediate post-war years, on an existing vacant lot, to meet the needs of a city that was now growing again.¹⁹

DEVELOPMENTAL HISTORY

Development of the block

¹⁶ Camporeale, 2020: Section 8, page 10.

¹⁷ Decennial Census Count of Population for State, Counties, Cities and Towns.

¹⁸ Camporeale, 2020: Section 8, page 11. See "New Apartments Change Spokane's Face and Provide Needed Rental Housing," *Spokane Chronicle*, November 20, 1948:7 for more information.

¹⁹ The population of Spokane grew from 161,721 to 181,608 people between 1950 and 1960. Decennial Census Count of Population for State, Counties, Cities and Towns.

Historically, the half block bounded by W. 6th Street, Madison, Bishop Court, and Jefferson consisted of five lots and was occupied by a modest house with several outbuildings. This was still the case in 1902.²⁰

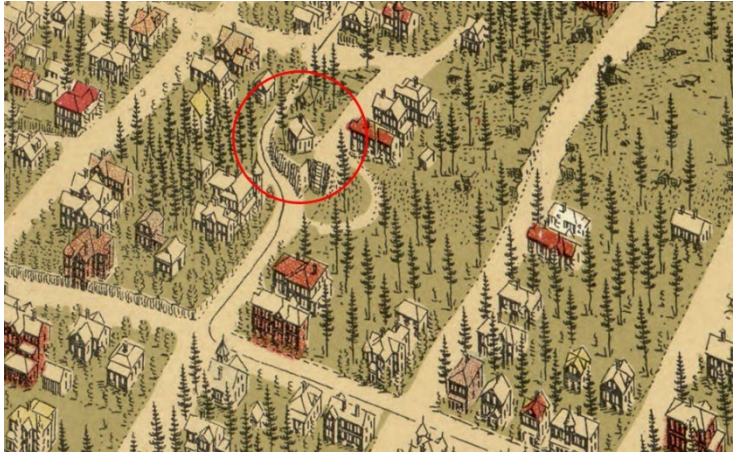


Figure 20: 1905 map of Spokane showing route of Cannon Hill Streetcar Line and early house on block

In 1910 the half block that is the site of the Studio Apartments today was occupied by two houses and a Washington Water Power (WWP) substation, which was located at the intersection of Jefferson Street and Bishop Court. The diagonal street that is Bishop Court today was formed by a right-of-way for a Spokane Electric Streetcar that was made possible on the

upper side by a concrete and stone retaining wall, which is still intact today. The earlier house at the center of the block, along with two outbuildings, was still in place. The residence at the far west end of the block (no longer extant) was a relatively simple house that was sited on a diagonal, parallel to the streetcar right-of-way, and oriented toward 6th Avenue.

The Sanborn Fire Insurance map dated 1950 (1910 updated to 1950) shows that the Studio Apartments (constructed in 1948-49) consisting of seven units, was in place by then in the eastern portion of the block, with a large vacant area at the center of the block (this is still the case today). In the triangular lot to the west was the large Craftsman style, "Unity Church of Truth," addressed as 1124 W. 6th Avenue (no longer extant).²¹ This church was constructed in 1913 as the headquarters of this new denomination. The

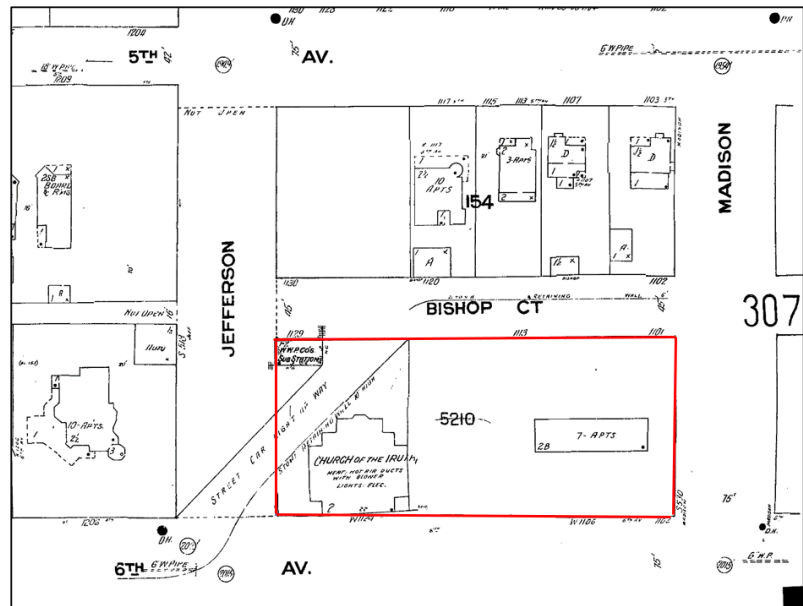


Figure 21: 1950 map showing Church of the Truth (left), the Studio Apartments, the streetcar right-of-way, and the WWP substation (note that three of the houses in the neighborhood have been made into apartments)

²⁰ Sanborn Fire Insurance maps, 1891, 1902.

²¹ The church still has a presence in Spokane.

headquarters moved to Pasadena in 1920 and the building was demolished in 1977. The streetcar right-of-way was still in place, as was the WWP substation northwest of the tracks (no longer extant).²² Today the block is occupied by the Studio Apartments, which will soon have a garage below (north of) it on Bishop Court. The two other lots on the block are vacant.

Development of the building

While the permit history of the Studio Apartments was not available, early development was covered by local newspapers (as well as national publications – see below). A November 1948 article in *The Spokesman-Review* announced that the apartment building would introduce “a type of architecture new to Spokane,” that was also garnering national media attention. “Design of the building caused such excitement in national architectural circles that the magazine *Arts & Architecture* is devoting several pages of pictures and text to the Walker studio apartment house in the next issue.”²³ A January 1949 article in *The Spokesman-Review*, entitled, “New Apartment Stirs Comment,” reported that *Arts & Architecture* hailed the building as “an outstanding building of its type in America” (it was under construction at that time). The magazine announced that few buildings in Spokane are as contemporary as the Walker apartments will be.²⁴ A July 7, 1949 article in the *Spokane Chronicle* noted that the building had created “considerable talk in building circles.” The article posed the question, “Is Spokane ready for ultra-modern houses and buildings?” The architects were assured that Spokaneites were ready for such a departure from the norm when all the units were rented before completion of construction in July 1949. The architects concluded that ‘modernism should be given a chance’ in Spokane.²⁵

The building was anticipated to cost \$70,000 and take about five months to build (it was completed about July 1, 1949 rather than the anticipated April 1948 completion date). The following innovations were reported in the local papers. The layouts of the units, each with a private entrance, was considered innovative. The layouts and orientation would give occupants “a special concept totally foreign to most apartment houses” and afford occupants a greater degree of privacy than ordinarily available in apartment units.²⁶ It was also noted that, “There is so much glass that the smallness of the apartments is not apparent. The glass permits the illusion of space in the rooms.” This was a goal of much immediate post-war residential development, which was intended to ‘bring the outside in’ and create a greater feeling of spaciousness than the smallness of the units would warrant.

Other innovative details included the extensive use of double-paned, insulated glass, which was anticipated to provide additional insulation, as well as other benefits. The 1948 article announced that the building would be sided in marine-grade plywood (a

²² The Spokane Electric Railway was bought out by Washington Water Power in 1889.

²³ “Wall of Glass in Apartments,” *The Spokesman-Review*, November 28, 1948:14.

²⁴ New Apartment Stirs Comment,” *The Spokesman-Review*, January 23, 1949:6.

²⁵ “Apartment House of Ultra-Modern Design Attracts,” *Spokane Chronicle*, July 7, 1949:3.

²⁶ Apartment House of Ultra-Modern Design Attracts,” *Spokane Chronicle*, July 7, 1949:3.

product that become more widely used in the post-war era) and cedar siding and that the foundation will be concrete and native stone, an indication that the cost-cutting measure of eliminating the stone cladding had not yet taken place. It also noted that radiant heating would be embedded in the ceiling (it is not known whether this took place). Built-ins in the studios would include beds that could be folded up in the wall in the daytime. Finally, innovative lighting fixtures, both down-lighting and free-standing fixtures that “threw light at the ceilings,” would be included in the units.²⁷

PRIOR DOCUMENTATION

Prior documentation

The Studio Apartments was documented even as it was being constructed when it appeared in local publications and in the national *Arts & Architecture* magazine in December 1948.²⁸ It was also published shortly after it was built in the prestigious national architectural journal, *Architectural Forum*, with photographs by Dearborn Masser.²⁹

The building also caught the attention of the local media, such as when articles appeared in the *Spokane Daily Chronicle* entitled “Apartment House Will Feature Glass” on November 30, 1948 and “Apartment House of Ultra-Modern Design Attracts,” on July 7, 1949, and in an article in *The Spokesman-Review* entitled “Glass Wall to Assure View for New Apartments” on November 28, 1948.

The building was featured in the seminal *A Guide to Architecture in Washington State* by architectural historians Sally B. Woodbridge and Roger Montgomery, published in 1980. It was described as follows: “A fine example of the Americanized International Style of the post-World War II period, a modular box of post-and-beam construction with proper forties touches like the pipe and canvas-paneled railing on the balcony.”³⁰

More recently, the building was featured on the Spokane City/County Historic Preservation Office’s website in a profile entitled, “Mid-Century Studio Apartment”³¹ and in the city’s Mid-Century Modern Heritage Tour.³² It was also featured in

²⁷ “Wall of Glass in Apartments,” November 28, 1948:14.

²⁸ “Studio Apartment by Royal McClure and Thomas Adkison, Architects; Bruce Walker, Associate,” *Arts & Architecture*, December 1948. <https://usmodernist.org/AA/AA-1948-12.pdf>, accessed June 2022.

²⁹ “Studio Units exploit local materials and a view,” *Architectural Forum*, January 1950:107. The Dearborn Masser collection, including these photographs, is now held by the University of Washington Special Collections library.

³⁰ Sally B. Woodbridge and Roger Montgomery, *A Guide to Architecture in Washington State*. Seattle, WA: University of Washington Press, 1980:410.

³¹ Spokane City/County Historic Preservation Office, “Mid-Century Studio Apartment.” <https://www.historicspokane.org/mid-century-studio>, accessed August 2021.

³² Cameron Johnson, “Mid-Century Modern Architecture,” Spokane City/County Historic Preservation Office, <https://www.historicspokane.org/mid-century-studio>, accessed August 2021.

Washington State architectural historian Michael Houser's "Modern Architecture, Spokane at the Leading Edge" as an exemplar of the International Style in Spokane.³³

The Studio Apartments appeared in the *Spokane Mid-20th Century Architectural Survey Report*, which presented a historic context statement and the results of the mid-20th century historic resource survey conducted for the City of Spokane by helveticka and Painter Preservation in 2017.³⁴ While the apartment building was not surveyed as part of project (since the city had already documented it), it was included as the primary example of the International Style in Spokane. This survey and historic context was preceded by an exhibit for Spokane's Museum of Art and Culture that was developed by the design firm of helveticka and entitled "SPOMa: Spokane Modern Architecture, 1948-73," who were also involved in conducting research for and producing the *Spokane Mid-20th Century Architectural Survey Report*. This 2013 exhibit also featured the Studio Apartments.³⁵ Documentation for both also profiled the architects involved in designing the Studio Apartments. Many other buildings designed by these same architects appeared in both the *Spokane Mid-20th Century Architectural Survey Report* and the preceding exhibit.

An inventory (Historic Property Inventory Report) for 1102 W. 6th Avenue for the State of Washington Department of Archaeology and Historic Preservation's WISAARD database was posted on February 10, 2015. At that time the building was still being used for commercial purposes. Most of the building's qualities were intact, according to the report, with the exception of the addition of vinyl siding. At that time the building was found eligible for listing in the National Register of Historic Places. Other than that entry, the building has not been surveyed or nominated to the local, state or national registers.

Historic resources in the vicinity

The only historic resource in the vicinity of the Studio Apartments is the 1890 Queen Anne Hanauer-Cook House, which was one of the first houses to be built in the area and is listed in the Spokane Register of Historic Places. It is located at 1121 W. 6th Avenue, across the street at the opposite end of the block. The closest historic districts are the Ninth Avenue National Register Historic District, two blocks to the south, and the Marycliff-Cliff Park National Register Historic District, about two-and-one-half blocks to the southeast. The Cliff Cannon Streetcar Suburb Historic District, a proposed local historic district, would include this property which, with a period of significance of 1883-1955, would be a contributor to the district.

³³ Houser, Michael, "Modern Architecture, Spokane at the Leading Edge" (power point presentation). Olympia, WA: Department of Archaeology and Historic Preservation, (no date):25.

³⁴ Aaron Bragg and Diana Painter, *Spokane Mid-20th Century Architectural Survey Report*. Prepared for City of Spokane/Spokane Historic Landmarks Commission. Prepared by helveticka and Painter Preservation, 2017.

³⁵ This exhibit, entitled "SPOMa: Spokane Modern Architecture, 1948-73," was a 10-month exhibit in the Northwest Museum of Arts & Culture's main gallery.

ARCHITECTURAL CONTEXT

The following is adapted from the *Spokane Mid-20th Century Architectural Survey Report*, which includes a historic context statement on modern architecture and the various styles representing the era, written by Diana Painter of Painter Preservation and Aaron Bragg of helveticka.³⁶

Modern architecture

The term “Modernism” refers to several architectural trends that took place in the mid-twentieth century, sometimes in combination, that embraced functionalism and rationalism, a new aesthetic sense that did not rely on historical precedent, and new materials and building methods. A strong thread throughout the era was the belief that buildings should be true to their time and place. What we now call Modern architecture was introduced on the west coast of the United States through the work of architects Rudolf Schindler and Richard Neutra in Los Angeles in the early 1920s and the work of California architect William W. Wurster in the Bay Area in the late 1920s.³⁷ In the Pacific Northwest, Seattle architect Paul Thiry, originally from Alaska, is often credited with introducing Modernism to the Puget Sound area in the mid-1930s. In this same time frame Pietro Belluschi, an Italian, and John Yeon, from an established Portland family, experimented in the Portland area with what is now known as the Northwest Regional Style.³⁸

In Spokane, architect and Swedish immigrant Gustav A. Pehrson was an early Modernist. His work in the 1930s included elements of the Streamline Moderne and the new “Modernistic” style, an earlier term for Modern buildings. His 1935 Thompson house, which was published in the *Saturday Evening Post* in 1936, is perhaps the best example of this.³⁹ Among the other Spokane architects who practiced modern design from the 1930s through the mid-1970s and were highly regarded are J. Emil Anderson; Kenneth Brooks; Cutter, Gale, Martell & Ericson; Lawrence Evanoff; Funk, Murray & Johnson; Warren Heylman; Moritz Kundig; McClure & Adkison; Frank Y. Toribara; Bill Trogdon; Carl W. Vantyne; Walker & McGough; Whitehouse & Price; and Richard Will.⁴⁰ The City of Spokane’s webpage on the Studio Apartments identifies architects Royal McClure, Tom Adkison, Bruce Walker, John McGough, Kenneth Brooks and Bill

³⁶ Aaron Bragg and Diana Painter, *Spokane Mid-20th Century Architectural Survey Report*. Prepared for City of Spokane/Spokane Historic Landmarks Commission. Prepared by helveticka and Painter Preservation, 2017.

³⁷ Neutra was to design the Dr. Frederick Fischer house in Spokane in 1951.

³⁸ Diana J., Painter, *Montana Post-World War II Architectural Survey and Inventory*. Prepared for the Montana State Historic Preservation Office. Prepared by Painter Preservation & Planning. December 2010.

³⁹ Pehrson later became best known as the architect for the Hanford Engineer Works (HEW) Village during World War II.

⁴⁰ This list represents architects and architectural firms whose work was recognized with two or more entries in the Spokane mid-20th century survey, a survey of 53 of the most highly regarded examples of modern architecture in Spokane from the era.

Trogdon for their talent and leadership in influencing modern architectural practice in Spokane.⁴¹

Modern architecture as a term is very broad and imprecise, which can create confusion. For example, “modern” refers to a point in time that can be categorized in different ways. It generally refers to the second and third quarters of the 20th century; more specifically, the three decades following the end of World War II. It can also, however, refer to a set of aesthetic qualities that typify the various post-war styles. Finally, “modern” can mean progressive trends or experimental methods or materials from the era. The International Style, one of the styles that falls under the category of “modern,” is a name coined by Henry-Russell Hitchcock Jr. to identify an architectural style that emerged between the world wars in Europe. It is characterized by simple forms and a lack of decorative detail and is well represented by the Studio Apartments. Modern buildings also frequently use materials in place of architectural detailing, taking advantage of their natural colors and textures to embellish the structure.⁴² This may be seen in the Studio Apartments, in which smooth-finished narrow vertical boards contrast with the horizontally oriented board-formed concrete of the building base, as well as the brick masonry found here. These materials also contrast with the extensive glazing and smooth cement panels on the north façade.⁴³

The American public was introduced to modern architecture and the International Style in the 1930s through the new Museum of Modern Art’s 1932 show, the *International Exhibition of Modern Architecture*, curated by architectural historian Henry-Russell Hitchcock Jr. and architect Philip Johnson. In addition to publishing a catalogue and a related book entitled *The International Style*, the museum sent traveling exhibits from the show throughout the United States, where it was staged in galleries, at universities, and in department stores like the Crescent.⁴⁴

Modern architecture had its genesis in Europe between the world wars, as countries whose housing stock had been decimated sought to rebuild in ways that addressed contemporary needs. Architects and planners from the continent looked to England, as that country had renewed its building stock to house workers earlier in the century in the wake of the Industrial Revolution. At the same time, new standards were sought for industry that rejected outmoded historicist styles and decorative detailing. These influences came together in the teachings of the Bauhaus school in Germany, established in 1919. The Bauhaus school became a widely recognized center for modern architecture, planning and design as its underlying philosophies were disseminated throughout Europe and the United States.⁴⁵

⁴¹ “Mid-Century Studio Apartment,” Spokane City/County Historic Preservation Office, <https://www.historicspokane.org/mid-century-studio>, accessed August 2021.

⁴² Bragg and Painter, 2017:17.

⁴³ Ibid.

⁴⁴ Bragg and Painter, 2017:14.

⁴⁵ Ibid.

European architects began to immigrate to the United States in the early part of the century. Several architects came to the United States to work for Frank Lloyd Wright after his work was introduced in Europe in 1910 and 1911. These designers included the Austrian architects Rudolf Schindler and Richard Neutra and Czechoslovakian architect Antonin Raymond, who introduced Seattle's Paul Thiry to many of the European modernists in the early 1930s.⁴⁶ Between the world wars the immigration continued, reaching a peak during the political difficulties leading up to the outbreak of World War II in Europe in 1939. This was presaged by the closure of the progressive Bauhaus school in Germany in 1933, in response to Nazi pressure. Modernism's influence in the United States grew as European leaders in the Modern Movement took important positions in some of this country's most influential architecture schools, museums, and other institutions. European immigration had a distinct influence on American Modernism.⁴⁷

Ludwig Mies van der Rohe, Director of the Bauhaus from 1930 to 1933, came to the United States in 1937, taking a teaching position at the Illinois Institute of Technology. Walter Gropius, director of the Bauhaus from 1919 to 1928, took a position at Harvard in 1937 and was named the head of the architecture department in 1938.⁴⁸ In addition to his built works, some in partnership with Marcel Breuer, Gropius' writings about the Bauhaus school and its philosophies, including *The New Architecture and the Bauhaus* (1955) and *The Scope of Total Architecture* (1956) were highly influential. Royal McClure and Bruce Walker both studied under Walter Gropius, as did Bill Trogdon, a later partner with McClure & Adkison. Gropius's influence on the architectural scene in Spokane would continue, as these former students partnered with other local architects and mentored young architects. This would ultimately have a profound effect on post-war architecture in Spokane.⁴⁹

Other modernists that had an influence on the direction of modern architecture, but without the direct connection to Spokane represented by Walter Gropius, were the Swiss architect Le Corbusier and the American Frank Lloyd Wright. In both cases, they could have influenced local architects through their writings and the publication of their work. Among Le Corbusier's best known writings, which were widely available to American architects, was *Towards a New Architecture*, first published in English in 1931.⁵⁰ Perhaps the best representation of Wrightian architecture in Spokane is Warren Heylman's Norman E. and Dorothy Wells House.

The influence of Modernism in the post-war period spread through the media, including professional periodicals, the popular press, newspapers and books. Professionals and the public were also exposed to Modernism through exhibits, including museum, university,

⁴⁶ Kurt G. F. Helfrich and William Whitaker, Editors, *Crafting a Modern World, The Architecture and Design of Antonin and Noemi Raymond*. New York: Princeton Architectural Press, 2006:270.

⁴⁷ Bragg and Painter, 2017:15.

⁴⁸ Magdalena Drost, *Bauhaus*. Koln, Germany: Taschen, 2006:245.

⁴⁹ Bragg and Painter, 2017:16.

⁵⁰ The English translation was first published by John Rodker of London, based on the thirteenth French edition.

and department store exhibits, and their accompanying catalogues. Model homes – of which Spokane had its share, including Bruce Walker’s “Better Living Home” - were also a very popular way of introducing modern ideas and modern architecture to the public. Lectures and symposiums, aimed at professionals and/or the public, also spread the word.⁵¹

Modern architecture gained a hold and became the primary architectural style and expression in the Washington State after World War II, as it did throughout the country.



Figure 22: Bruce Walker's Better Living model home in Spokane (1951 - 5024 West Northwest Boulevard)

Periodicals, lectures and symposia made ideas about Modern architecture accessible to architects who were interested in exploring the new ideas, materials and construction methods. For example, Richard Neutra, who designed the Dr. Frederick Fischer house in 1951, returned to Spokane in 1959 to address a gathering of civic leaders, planners and architects, where he spoke about planning issues as well as architecture.⁵²

The International Style

Today, the term International Style refers to early experiments in Europe, which often had a social reform purpose as well, and their later interpretations in American architecture. The International Style reinterpreted traditional forms to reflect a new age, new uses, and often a functional interpretation of architectural requirements, particularly with respect to the architectural plan. Roofs were flat, as gabled roofs were considered an unnecessary embellishment. Decorative details were abolished when they were considered superfluous. Windows were ganged, to admit plentiful light. Buildings were sited at grade, eliminating the traditional sequential approach to a building.(alternatively, the first floor might be raised one story above the grade, creating a podium above which the building rose, as is the case with the Studio Apartments). Essentially all traditional building features were reversed. In residential architecture the style is typified by an asymmetrical composition; a flat roof with no eaves; planar surfaces and smooth finishes; minimal or simple detailing; and expansive or expressionistic use of glass, whether in full-height glass curtain walls or ribbon windows.⁵³

⁵¹ Bragg and Painter, 2017:17.

⁵² Aaron Bragg, *SPOMa: Spokane Modern Architecture, 1948-1973*. Northwest Museum of Arts & Culture, Spokane, Washington, 2013.

⁵³ Bragg and Painter, 2017:21.

The characteristics of the International Style that are seen in the Studio Apartments include the simple form, the flat roof, the podium on which the raised building sits, the lack of decorative detail, the emphasis on natural materials and textures (this is a characteristic of many modern buildings), and plentiful windows, which are used to create the patterning seen on the north façade and the ribbons of clerestory windows.

The 1949 Studio Apartments by McClure & Adkison is considered one of Spokane's finest examples of the International Style.⁵⁴

The 1951 Dr. Frederick Fischer house by Austrian immigrant Richard Neutra is the best example of a single-family house in Spokane in the style. Another apartment house that is a very good example of the style is the 1964 Will Apartment house

by architect Richard Will. The style remains relatively rare in Spokane however, raising the importance of buildings that are good representations of the style, which are nonetheless important for their intrinsic design value as well.



Figure 23: 1950s photograph by Bruce Walker of the Studio Apartments

THE PLAYERS

The Architects

The Studio Apartments was one of McClure & Adkison's first commissions after forming their firm in 1947. Royal A. McClure and Thomas R. Adkison had both studied architecture at the University of Washington in the same time frame. They also knew each other as a result of both having worked for J. Lister Holmes in Seattle. It was also an early project for their associate on the project, Bruce Walker, who had graduated from the University of Washington but not yet attended Harvard University for his master's degree. The following presents a profile of the McClure & Adkison firm and their key works, followed by individual profiles of Royal McClure and Thomas Adkison. This is followed by a profile of Bruce Walker, which also includes important works by his long-time firm Walker & McGough.⁵⁵

The following information on McClure & Adkison, the architects of record for the Studio Apartments, and Bruce Walker, who was an associate on the project, is adapted from

⁵⁴ Bragg and Painter, 2017:22.

⁵⁵ Walker & McGough had a separate listing in the AIA Historical Directory in 1962, but most of the profile information referred to Bruce Walker.

Spokane Mid-20th Century Architectural Survey Report by Diana Painter and Aaron Bragg and the American Institute of Architects Historical Directory, among other sources.

Architectural firm McClure & Adkison

Royal A. McClure (1917-2005) and Thomas R. Adkison (1917-1986) established their Spokane office in 1947. They graduated from the University of Washington in 1941-1942 with bachelor's degrees and went on to work for prominent Seattle architect J. Lister Holmes, who was perhaps best known in the early 1940s as the chief architect for Seattle's 878-unit Yesler Terrace Defense Housing project. From 1947 to 1966 they practiced throughout the state of Washington, focusing on the Spokane area and eastern Washington, designing university buildings, schools, hospitals, clinics, and churches. One of their most highly visible commissions was the design of Spokane's U.S. Court House and Federal Building, for which they teamed up with the Spokane architecture firms of Culler, Gale, Martell, Norrie & Davis, and Walker & McGough.⁵⁶

Both McClure and Adkison were active in the local American Institute of Architects chapter and served on many local and regional committees and boards, including as charter members of the Planning Association of Washington. McClure & Adkison's work was widely published in a number of prestigious architectural publications of the day, including *Architectural Forum*, *Arts + Architecture*, *Progressive Architecture*, and the Museum of Modern Art's *Built in America*.⁵⁷

After 1966, McClure practiced on his own, then as McClure/Nixon beginning in 1970. Tom Adkison went on to practice as Thomas R. Adkison after 1966.⁵⁸ Another one of McClure & Adkison's well-known associates, in addition to Bruce Walker, was Spokane-based Swiss architect Moritz Kundig who began working for McClure & Adkison in 1958 before forming his own firm in 1962. Their best-known building resulting from this partnership is the 1961 Unitarian Church in Spokane.

Selected works by McClure & Adkison's appear below. All are modern buildings and located in Spokane or Eastern Washington.⁵⁹ Known publications featuring the buildings and relevant awards are included, as well as others with whom they collaborated when known. Their most important and memorial works appeared in the historic context and/or architectural survey that is found in Aaron Bragg and Diana Painter's 2017 *Spokane Mid-20th Century Architectural Survey Report* and are marked with an asterisk.

⁵⁶ McClure & Adkison also teamed up with Bruce Walker on the design of the subject property.

⁵⁷ "Adkison, Thomas Reed," "McClure, Royal Alfred," *AIA Historical Directory of American Architects*, <https://aiahistoricaldirectory.atlassian.net/wiki/spaces/AHDAA/overview>, accessed June 2022.

⁵⁸ Aaron Bragg and Diana Painter, *Spokane Mid-20th Century Architectural Survey Report*. Prepared for City of Spokane/Spokane Historic Landmarks Commission. Prepared by helveticka and Painter Preservation, 2017:42.

⁵⁹ A small number of projects in Seattle are attributed solely to Royal McClure in the AIA Historic Directory. They do not appear on this list.

- Studio Apartments (with Bruce Walker), Spokane, 1949.* Widely published and represented in exhibits. Represented in the Museum of Modern Art's standing exhibits.⁶⁰
- Stephan Dental Clinic, Spokane, 1950.* "Represented in the New York City's Museum of Modern Art's standing exhibits."⁶¹ Spokane Chapter AIA award, 1950.
- Gordon E. and Jane Cornelius House, Spokane, 1951*
- Thomas J. Meenach, Jr. House, Spokane, 1951* Spokane Chapter AIA award, 1959.
- Byrne-Ferris Machinery Co., Spokane, 1952
- Davenport High School gym, Davenport, 1953. Called one of the eleven best American schools of 1952.⁶²
- Sprague Grade School, Sprague, 1955
- Emanuel Presbyterian Church, Sprague, 1955
- Spokane County Library, Opportunity, 1955
- Unitarian Church (with Moritz Kundig), Spokane, 1960* Spokane Chapter AIA award, 1960
- Joel E. Ferris High School, Spokane, 1963. Spokane Chapter AIA award, 1963. National AIA honor award, 1963.
- John F. Kennedy Pavilion, Gonzaga University, 1965*
- United States Courthouse (with Culler, Gale, Martell & Ericson and Walker & McGough), Spokane, 1967*
- Whitman College Physical Education Facility, Walla Walla, 1968
- Waterville School, Waterville, 1968
- Eastern Washington State College Physical Education Facility, Cheney, 1969
- William Matthews house, (with Moritz Kundig), Spokane, 1971.

Architect Royal A. McClure

Royal Alfred McClure was born in Seattle in 1917. He was awarded his Bachelor of Arts degree in Architecture from the University of Washington in 1942 and his Master of Arts in Architecture from Harvard University Graduate School of Design, where he studied under Walter Gropius, in 1946. He worked for J. Lister Holmes in Seattle in 1939-1942 and 1946-1947, and for Samuel Glaser of Boston in 1945-1946. He also worked for the Boeing Company in 1941-42 and the US Army Air Corps in 1942-1945 during World War II and in partnership with other architects over time.⁶³ McClure was the recipient of the prestigious Arthur Wheelwright Fellowship for travel in Europe, awarded in 1954 by

⁶⁰ Glenn Warren Davis, "McClure & Adkison + Walker & McGough, Architects of a Modern Vision, 1947-1969," <http://www.spokanemidcentury.com/mcclureadkisonwalkermcgough.html>, accessed June 2022.

⁶¹ Ibid.

⁶² Ibid.

⁶³ Jeffrey Karl Ochsner, Editor, *Shaping Seattle Architecture, A Historical Guide to the Architects*. Seattle, WA: University of Washington Press, 2014:459.

Harvard for professional achievement. In addition to his design work, McClure was acting head of the University of Idaho's Department of Architecture in 1947-1948.

McClure was a member of the AIA from 1949. He retired in 1977 and died in Seattle in 2006.

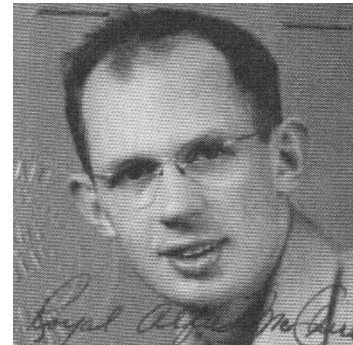


Figure 24: Royal McClure

Architect Thomas R. Adkison

Thomas Reed Adkison was born in White Bird, Idaho in 1917 and graduated from the University of Washington with a Bachelor of Arts in Architecture in 1941.⁶⁴ After working for J. Lister Holmes in Seattle, he moved to Spokane in 1947, first practicing as Adkison Architects. He soon joined with Seattle colleague Royal McClure to found McClure & Adkison. The firm was active from 1947 to 1966.



Figure 25: Thomas Adkison

One of Adkison's most significant career accomplishments occurred when his firm was placed in charge of the Expo '74 Master Plan. He has been called "one of the essential figures in the fair."⁶⁵ Adkison's vision for the fair has been described as follows:

In 1973 Spokesman-Review reporter Dorothy Powers toured the Expo site twice with key construction figures as guides. Her articles on the experience describe the emergence of a new landscape from the gutted ruins of old Spokane. At the time, bulldozers were creating "instant hills" as they reshaped the surface of Havermale Island. During the first phase alone, they would use roughly 200,000 cubic yards of fill dirt – enough to cover a football field to the height of a ten-story building. Adkison explained the reason for "improving" the contours of the island: "We want to assert the presence of an island in the river, so that it has volume and power." Additionally, builders planned "to sculpt even the river itself, cajoling it to romp over stair-step cascades." ... While not quite claiming that Expo would do a better job with the falls than nature had, the architect was imbued with the spirit of Expo ecology – the confidence that human beings could improve the environment.⁶⁶

Adkison confided to his son Drexel Adkison at the time that he wanted to turn 'that industrial eyesore into something families could enjoy.' "He planted the seeds for

⁶⁴ "Adkison, Thomas Reed," *AIA Historical Directory of American Architects*, <https://aiahistoricaldirectory.atlassian.net/wiki/spaces/AHDAA/overview>, accessed June 2022.

⁶⁵ Youngs, 1996, quoted in Aaron Bragg and Diana Painter's *Spokane Mid-20th Century Architectural Survey Report*, 2017:14.

⁶⁶ Youngs, 1996, quoted in Aaron Bragg and Diana Painter's *Spokane Mid-20th Century Architectural Survey Report*, 2017:13.

Riverfront Park – and was more proud of that achievement than just about anything else.”⁶⁷

Adkison was also known for a proposed plan for a Spokane Metro Center on the north bank of the Spokane River (never implemented). He served as the president of the Spokane chapter of the AIA from 1953 to 1955, as well as serving on many other state and local boards and commissions.⁶⁸ Adkison’s firm became Adkison Architects in 1970, about the time he began working on Expo ’74. Adkison’s former firm lives on today as ALSC (Adkison, Leigh, Sims & Cuppage) Architects.⁶⁹

He was elected to the AIA College of Fellows in 1978.⁷⁰ He died in Spokane in 1986.

Architect Bruce M. Walker

Bruce Morris Walker, who collaborated as an associate with McClure & Adkison on the design of the Studio Apartments, was born in Spokane in 1923 to Russell S. and Ann M. Walker, owners of Rusan’s women’s wear store. He received his Bachelor of Arts in Architecture degree from the University of Washington in 1947, following service in the Navy during World War II. In Spokane Walker worked as an architectural designer for E. J. Peterson and then for McClure & Adkison in 1947-1948. Returning to Boston, he worked for Glaser and Associates in 1948-1949 and The Architects Collaborative in 1950.

He was awarded a Master of Architecture from Harvard University Graduate School of Design, where he studied under Walter Gropius, in 1951. While in graduate school Walker won first prize in a joint National Association of Home Builders (NAHB) and *Architectural Forum* small house competition, an award that would have lasting value.⁷¹ While there he was also the recipient of the prestigious Appleton Traveling Fellowship, given in recognition of his scholastic performance, which enabled him to travel throughout Europe as well as Morocco and Japan in 1951 and 1952. On returning to Spokane in 1952, Walker worked for John W. McGough, Associated Architects beginning in 1953; they formed the long-lasting partnership of Walker & McGough in 1960.

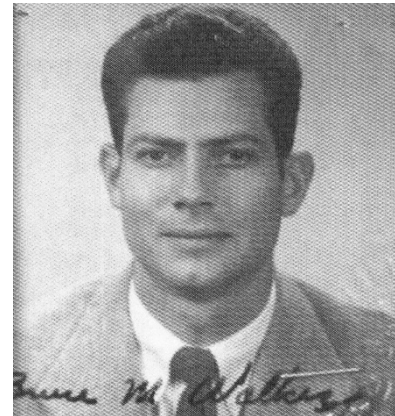


Figure 24: Bruce Walker

⁶⁷ Ibid.

⁶⁸ “Adkison, Thomas Reed,” *AIA Historical Directory of American Architects*, <https://aiahistoricaldirectory.atlassian.net/wiki/spaces/AHDAA/overview>, accessed June 2022.

⁶⁹ Lani Bonstrom, *Spokane Skyline: a century of architecture 1889-1989*. Spokane, WA: Eastern Washington State Historical Society, 1992.

⁷⁰ Bragg and Painter, 2017:39.

⁷¹ Michael Houser, “Bruce Morris Walker,” *Docomomo us wewa*, <https://www.docomomo-uswewa.org/architect/walker-bruce/>, accessed September 2022.

Walker & McGough received national awards for design excellence from the AIA in 1959 and 1969. The firm's work was included twice in *Progressive Architecture's* annual review of American architecture (in 1967 and 1969); and its 1969 Farm Credit Bank project was featured in the German journal *Baumeister*. Walker & McGough's residential work was also featured extensively in a number of design textbooks, including *Inside Today's Home* by Ray and Sarah Faulkner and *The Art of Interior Design: A Text in the Aesthetics of Interior Design* by Victoria Kloss Ball.⁷²

Walker was named a fellow of the AIA in 1979. He died in Spokane in 2005 at the age of 81.

Walker's partner John Witt McGough was born in 1925 in Spokane. He attended the University of Idaho, where he graduated with a Bachelor of Science in Architecture in 1950. He was elected to the University of Idaho's Alumni Association Hall of Fame in 1981.

McGough was named a fellow of the American Institute of Architects in 1975 and died in Spokane in 2005.

Walker worked in partnership with McGough until 1969, when they expanded the partnership to include Spokane's William Trogdon, also a graduate of Harvard University's Graduate School of Design. The firm opened a Seattle office in 1966 with Walter Foltz and Robert Nixon. In 1974 the firm became known as WMFL, referring to partners Bruce Walker, John McGough, Walter Foltz and Jack Lyeria. This office eventually grew to 30 employees and expanded to include other disciplines in addition to architecture. They also expanded their geographic reach to include projects throughout the US and beyond. In 1991 the firm became known as Integrus Architecture, a name under which they still practice.⁷³

A selection of notable projects by Walker & McGough (and others as noted) are as follows. Projects that appear in the *Spokane Mid-20th Century Architectural Survey Report* are marked with an asterisk.

- Joel E. Ferris II House, Spokane, 1954. Spokane Chapter AIA award, 1954
- Washington Water Power Central Service Facility, 1958.* This project was undertaken in association with Spokane architect Kenneth A. Brooks and won Washington State's first AIA national honor award.⁷⁴
- Bruce M. Walker residence, Spokane, 1961. Spokane Chapter AIA award.
- Women's Residence Halls (W & D), Washington State University (WSU), Pullman, 1961
- Seattle University Plant Services Building, Seattle, 1961
- Ridpath Motor Inn, Spokane, 1963

⁷² Davis, "McClure & Adkison + Walker & McGough, Architects of a Modern Vision, 1947-1969."

⁷³ "Legacy," *Integrus*, <https://www.integrusarch.com/about/legacy/>, accessed September 2022.

⁷⁴ Ibid.

- Washington Savings Bank, Spokane, 1963
- Kamiak Apartments, Pullman, 1964
- Stephenson Residence Center (Building D), WSU, 1967
- Convent of the Sisters of the Holy Names, Spokane, 1967. *Published in Progressive Architecture*, National AIA honor award, 1969.
- McEachern Residence Hall, WSU, ca 1972
- Shoshone Co. Public Safety Building, Wallace, ID, 1972. Featured in *Architectural Forum*.
- Spokane Opera House and Convention Center (Washington State Pavilion), Spokane, 1974
- Farm Credit Bank, Spokane, 1979.* Published in the German professional journal *Baumeister*.
- Central Pre-mix Concrete Co. Headquarters, Spokane, 1980
- Metropolitan Financial Center, Spokane, 1982.

Walker & McGough's work beyond the Inland Empire included master planning projects for the Washington State Capital campus in Olympia, the University of Washington, the University of Idaho, and Central Washington University, as well as major structures within the campuses, and a performing arts center for Evergreen State College. They also designed the International Commerce and Industry exhibit buildings for the 1962 Seattle World's Fair.⁷⁵ The firm also developed expertise in correctional facilities, which was nationally recognized. Their 1971 Washington Institute for Women in Gig Harbor was featured in *Architectural Record*.⁷⁶

Summary. Both McClure & Adkison and Bruce Walker and his firm of Walker & McGough were recognized in numerous publications and awards. Walker, in particular, was the recipient of many regional and national awards, including (with Kenneth A. Brooks) a national AIA honor award, the first for Washington State, for their design of the 1958 Washington Water Power Central Service Facility. Both McClure and Walker received their graduate level training at Harvard University's Graduate School of Design, where they studied under Walter Gropius and from which they were awarded prestigious travel fellowships. Bill Trogdon, a later partner with McClure & Adkison also attended Harvard University which, according to Spokane architect Glenn Davis, was arguably the foremost school in the world teaching principles of modern architectural design and practice at this time.⁷⁷

Adkison made a substantial contribution to the city of Spokane when his firm developed the Master Plan for Expo '74, a landmark world's fair that was the first to address environmental themes. Walker also worked on the Fair in the early planning stages. He later designed the opera house and convention center (Washington State Pavilion), which is still extant on the grounds of what became Riverfront Park after the close of the fair.

⁷⁵ Davis, "McClure & Adkison + Walker & McGough, Architects of a Modern Vision, 1947-1969."

⁷⁶ Ibid.

⁷⁷ Ibid.

McClure & Adkison and Bruce Walker, along with his firm Walker & McGough, have also been recognized for their work in present-day exhibits, studies, surveys, and scholarly publications. All were represented in the 2013 *SPOMa: Spokane Modern Architecture, 1948-1973* exhibit and in the 2017 *Spokane Mid-20th Century Architectural Survey Report*. The latter is a survey of 53 of Spokane's most exemplary mid-20th century buildings. McClure & Adkison and Bruce Walker/Walker & McGough are recognized with six entries. McClure & Adkison and Walker & McGough were also recognized in the seminal 1962 exhibit at the University of Oregon Museum of Art *Twenty Northwest Architects and Associated Designers*. All architects worked tirelessly in the design community as well, according to Spokane architect Glen Davis: "Giving lectures, promoting design excellence, illuminating opportunities, critiquing design and planning successes as well as missteps, writing newspaper articles, and participating in design, planning and arts commissions, their efforts contributed to a rebirth of Spokane."⁷⁸ All architects can be considered masters of their craft, recognized at the local, regional, and national levels.

General Contractor Eric Plath

Eric E. Plath (1909-1973) was a German immigrant who arrived in the U.S. in 1925 at the age of 15. He referred to himself as a self-employed carpenter in the 1940 census. For most of his career he worked as a general contractor, working on commercial and institutional buildings. Among the buildings for which he served in that capacity were the Delta Zeta House in Pullman, 1949; Legion Hall, Ritzville, 1949; Farmers State Bank (remodel), Newport, 1950; St. Mark's Lutheran Church, Spokane, 1951; Guard Towers, Fairchild Airforce Base, 1951; Brotherhood of Friends Lodge, Spokane, 1955; Desert Caravan Inn (addition), Spokane, 1956; Holy Names College at Ft. George Wright, cafeteria, 1963; and Convent of the Holy Names, Spokane, national AIA award winner with Walker, McGough and Foltz, 1969. He served as a director for the Spokane Construction Council in 1949.⁷⁹

Property Owner Russell S. Walker

The owner and developer of the Studio Apartments was Russell S. Walker, who developed, along with his wife Ann M. Walker, the Spokane women's clothing store Rusan's. Russell Samuel Walker (1902-1984) was of Russian heritage but was born in Seattle and moved to Spokane in 1916. He worked in a variety of jobs before founding Rusan's, including owning an army surplus store and shoe store. Walker continued to operate his shoe store throughout the Great Depression but sold it in 1940 and opened Rusan's in downtown Spokane. In 1956 he expanded by opening a second store in the Northtown Mall.

Walker and his wife made buying trips four times a year to New York and Los Angeles. He also made regular buying trips to Europe.⁸⁰ In 1952 Walker, his wife and son took a

⁷⁸ Ibid.

⁷⁹ "Eric Plath," *Ancestry*, https://www.ancestry.com/search/?name=ERic_Plath&event=_Spokane-Spokane-Washington-USA, accessed September 2022. Various newspaper articles.

⁸⁰ "Women's Wear Store Offers Big Challenge," *The Spokesman-Review*, September 27, 1959:13.

three-month trip to eight countries in Europe.⁸¹ In a 1959 profile in *The Spokesman-Review*, he talked about how challenging the women's clothing business was and how many ups and downs there were.⁸²

Walker was very active in the Spokane community. He was president of the Lilac Festival Association in 1959. He was a member of Temple Beth Shalom in Spokane and past president of Temple Emanuel. He played prominent roles in the Retail Trade Bureau (president), the Downtown Kiwanis Club (president), the Downtown Parking Association, and St. Luke's Memorial Hospital Board, for which he was elected president in 1968. He was a former Vice President of the Chamber of Commerce and a charter member of Spokane Unlimited, Inc.⁸³ In conjunction with Spokane Unlimited and the Spokane Plan Commission, Walker joined other prominent Spokane businessmen and civic leaders in 1959 to chart the future of downtown Spokane and the surrounding region. The planning process was led and ultimately sponsored by Ebasco Services, a consulting firm in New York City. The effort included a survey to examine "the effects of modernization and beautification" in Spokane on existing businesses and industry.⁸⁴ Walker's son Bruce M. Walker and Kenneth W. Brooks were the architects involved in the process.⁸⁵

In retirement Walker moved to Scottsdale, AZ with his wife Ann. He remarried and in 1984 he died in Sun City, AZ.⁸⁶

Russell's son, Bruce M. Walker became a prominent architect in Spokane and was recognized nationally for his work (see above). It is likely that Bruce benefitted from his parents' frequent trips to Los Angeles, New York and Europe, gaining exposure to current design trends. Walker followed in his father's footsteps in his civic engagement as well. He was involved in Ebasco Service's planning to "modernize and beautify" downtown and shared his European travels with the community with slide shows, offered a home improvement course at the YMCA, and participated in public discussions of civic design and planning issues.⁸⁷

⁸¹ "French Store Hour Ideas Appeal to Local Merchant," *Spokane Daily Chronicle*, June 14, 1952:4.

⁸² "Women's Wear Store Offers Big Challenge," *The Spokesman-Review*, September 27, 1959:13.

⁸³ "Walker, Russell S.," (obit.), *Spokane Daily Chronicle*, November 29, 1984:34.

⁸⁴ Ebasco (Electric Bond and Share Company) was a New York-based consulting firm that would eventually help Spokane plan for Expo '74. J. William T. Youngs, *The Fair and the Falls, Spokane's expo '74, transforming an American environment*. Cheney, WA: Eastern Washington University Press, 1996:114.

⁸⁵ "Spokane Growth Plan to Be Mutual Effort," *Spokane Daily Chronicle*, December 9, 1959:3.

⁸⁶ "Walker, Russell S.," (obit.), *Spokane Daily Chronicle*, November 29, 1984:34.

⁸⁷ Michael Houser, "Modern Architecture, Spokane at the Leading Edge" (power point presentation). Olympia, WA: Department of Archaeology and Historic Preservation, (no date):65.

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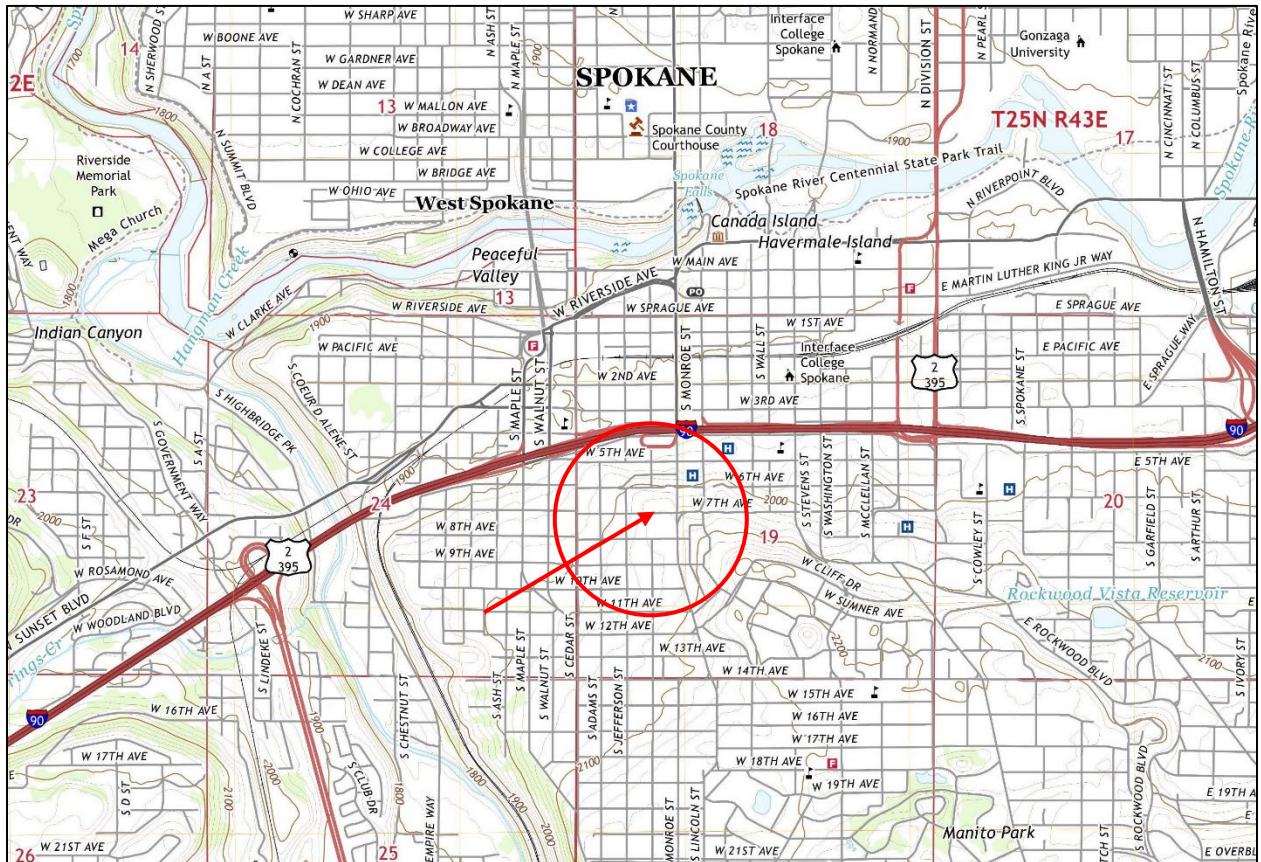
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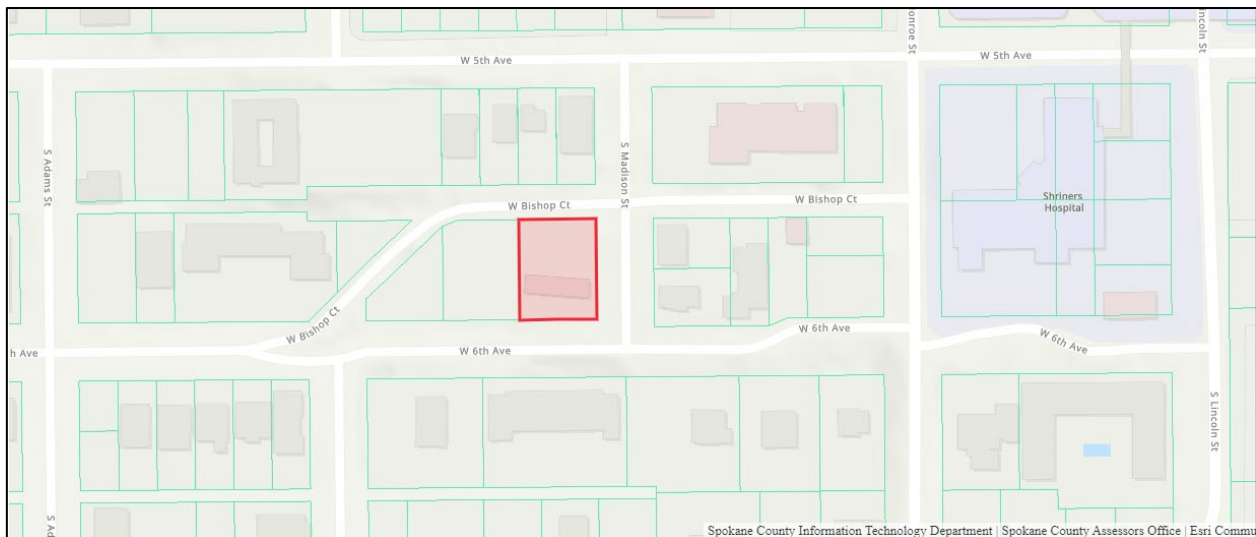
CURRENT MAPS AND PHOTOGRAPHS

Figure 1: Spokane NW Quadrangle, 7.5 minute series, 2020



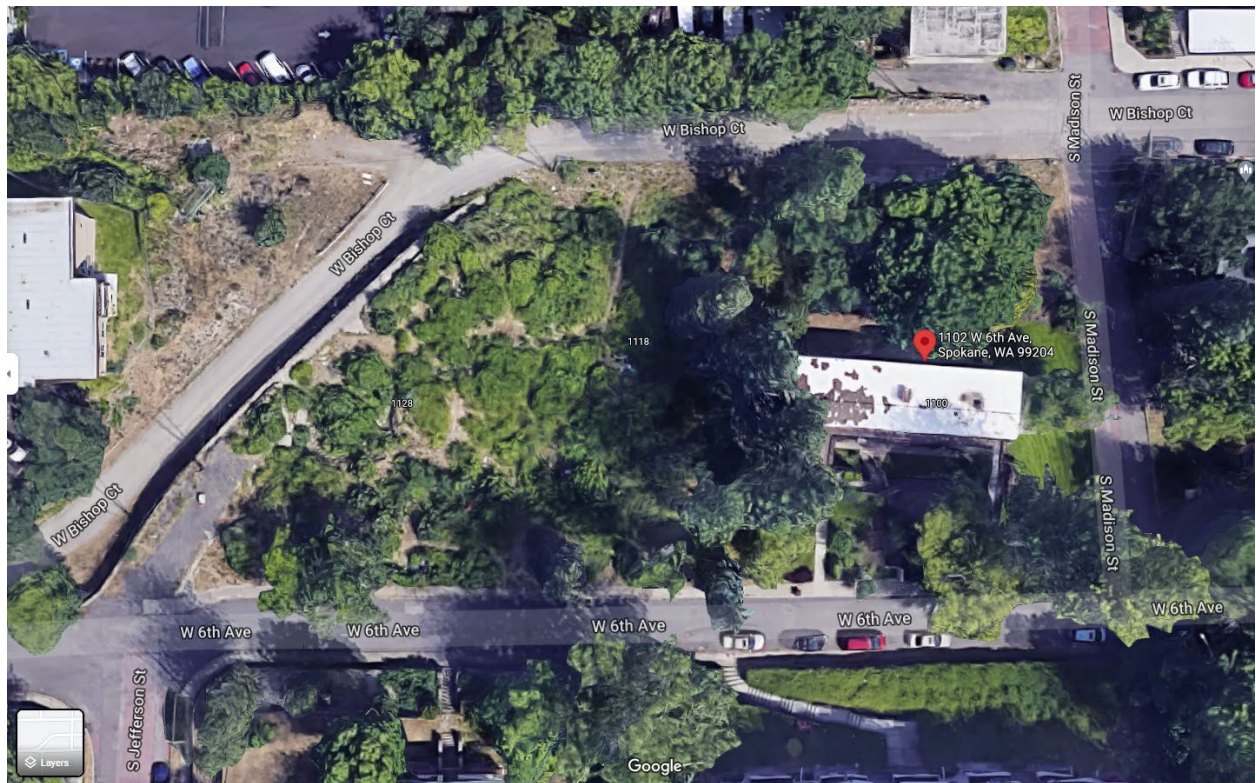
Source: USGS

Figure 2: Parcel map



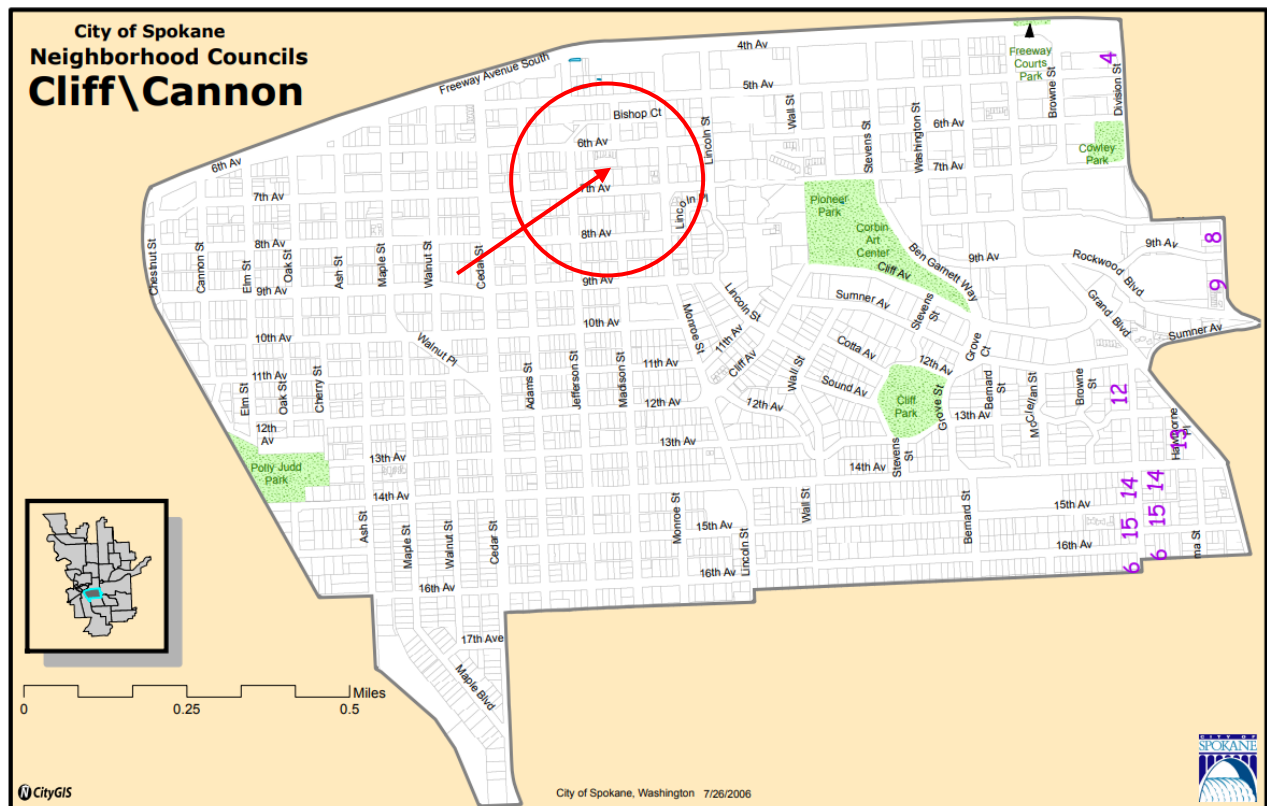
Source: Spokane County Assessor

Figure 3: Aerial site plan



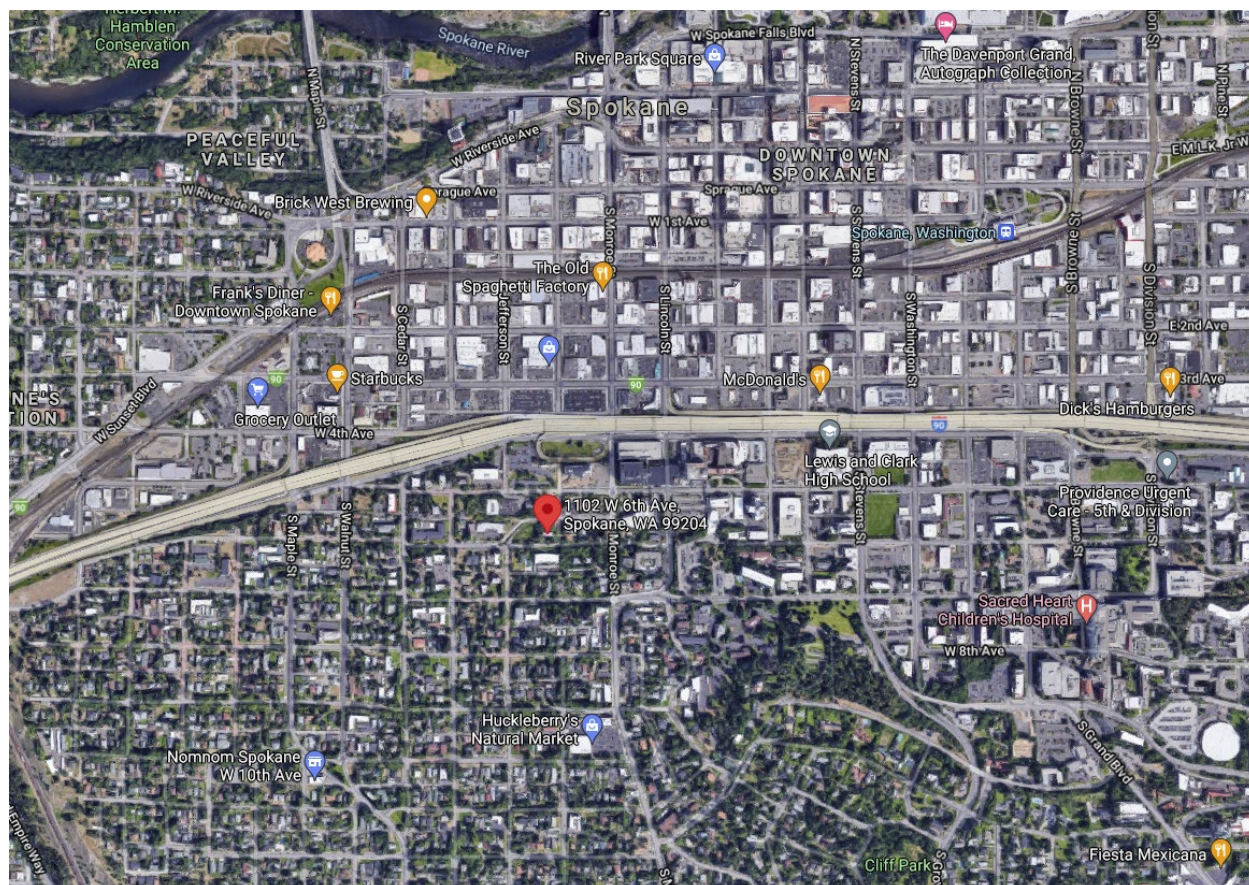
Source: Google maps

Figure 4: Cliff Cannon neighborhood



Source: City of Spokane

Figure 5: Neighborhood context



Source: Google maps

Photographs by Diana Painter

Photo 1: Front (south) façade, looking north



Photo 2: Front (south) façade, looking northeast



Photo 3: Front (south) façade, west end, looking north



Photo 4: Front (south) façade, east end, looking northeast



Photo 5: Front (south) façade, Unit 200 entry



Photo 6: Front (south) façade, Units 101 and 102 entries



Photo 7: Front (south) façade, looking northwest



Photo 8: East side façade, looking west



Photo 9: East side and north façades, looking southwest



Photo 10: North façade, looking south (garage under construction in foreground)



Photo 11: Balustrade detail, typical

Photo 12: Unit 202, looking north



Photo 13: Unit 200, view of fireplace, looking northeast



Photo 14: Unit 200, looking east



Photo 15: Unit 200, looking southeast



Photo 16: Unit 200, looking north



Photo 17: Unit 100, looking east



Photo 18: Basement level, northeast corner



Photo 19: Madison Terrace Condominiums, south of 1102 W. 6th Avenue



Photo 20: Hanauer-Cook house at 1121 W. 6th Avenue, southwest of 1102 W. 6th Avenue



Photo 21: Stairway west of 1102 W. 6th Avenue; Studio Apartments to left



Photo 22: Stairway at 1128 W. 6th Avenue, west of 1102 W. 6th Avenue

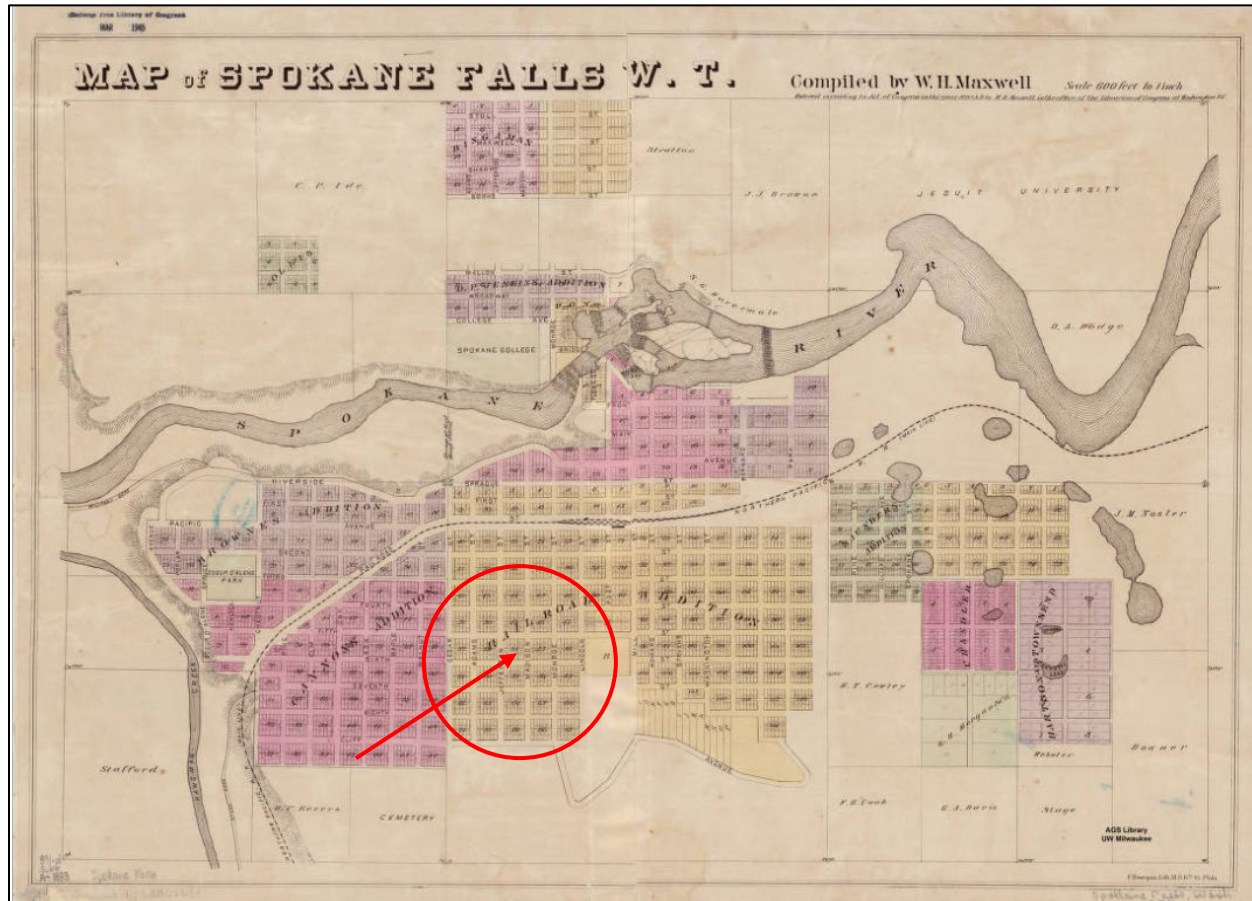


Photo 23: S. Madison Street and house at 1026 W. 6th Avenue, looking east



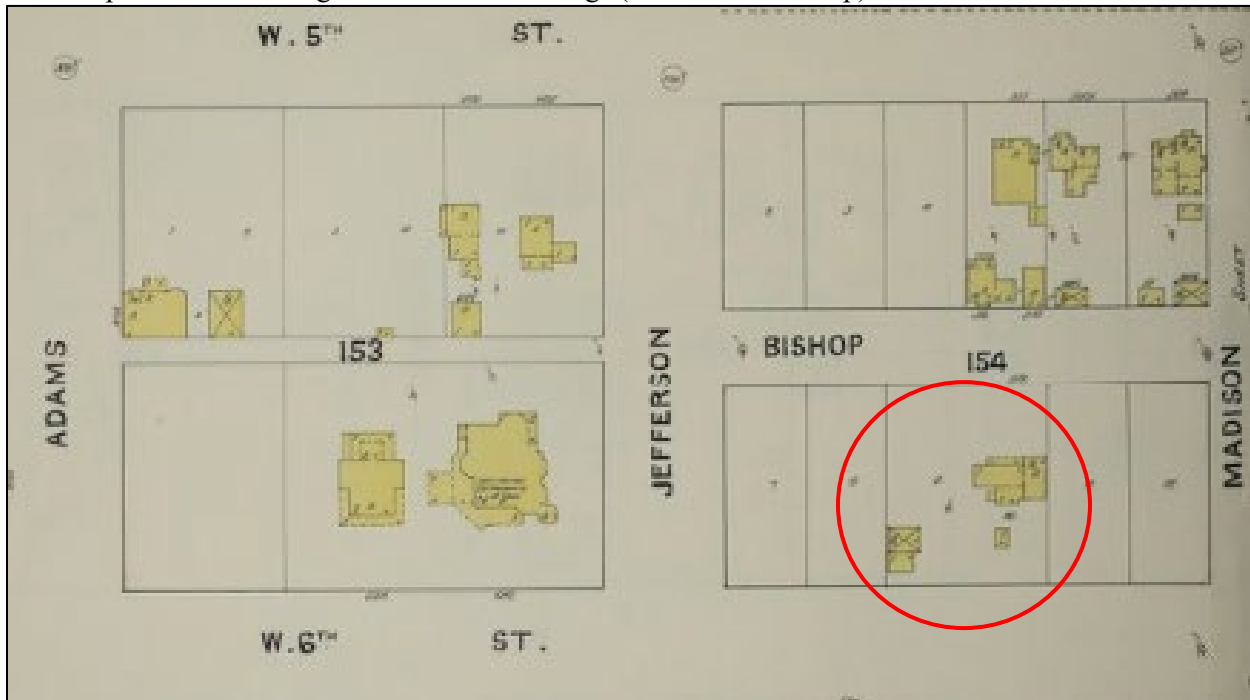
HISTORICAL MAPS AND FIGURES

1883 map of Spokane Falls shows the Railroad Addition, within which the property is located



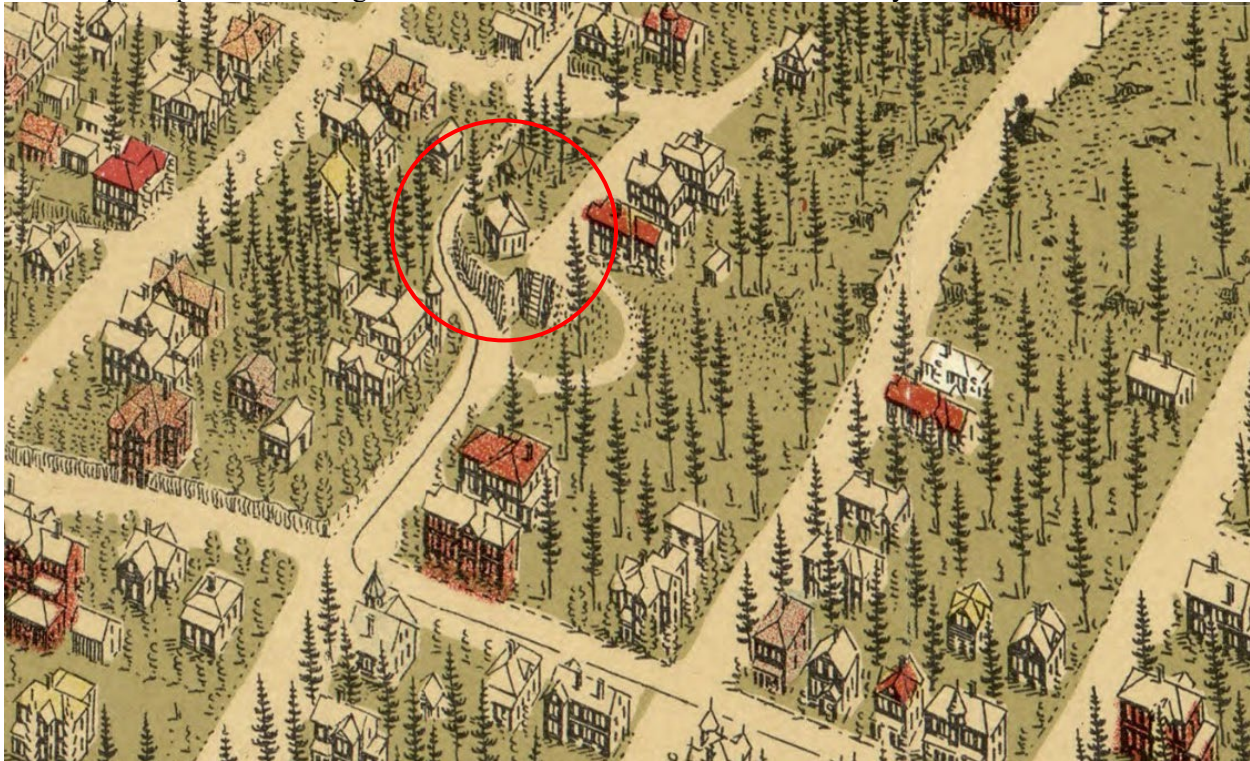
Source: University of Wisconsin Milwaukee Libraries

1891 map of block showing house and outbuildings (address 513 Bishop)



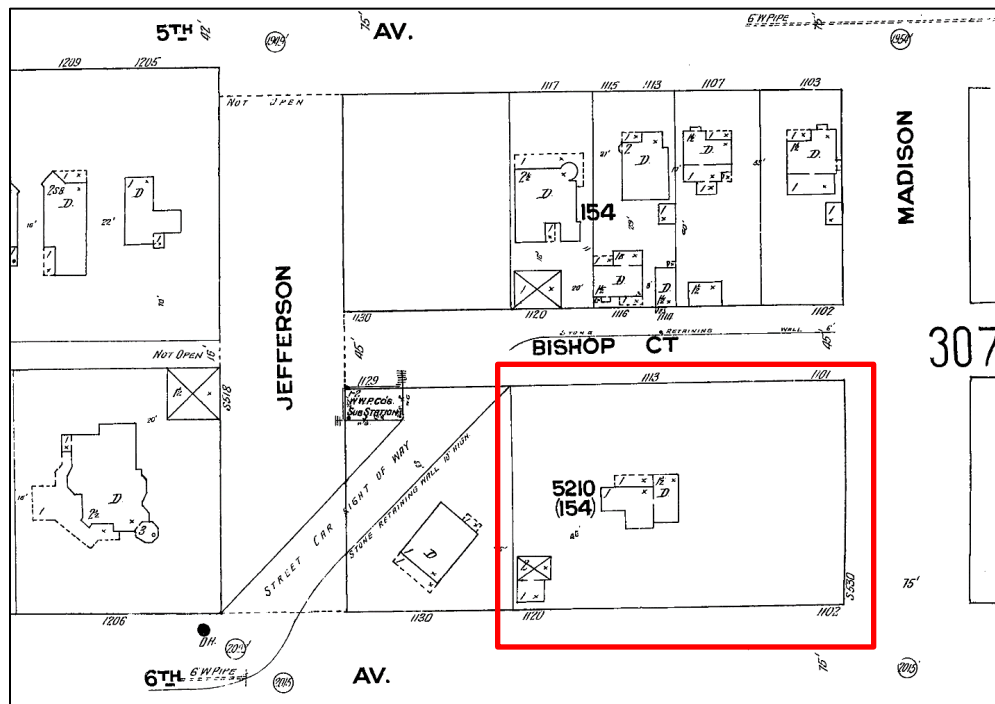
Source: Sanborn Fire Insurance map

1905 map of Spokane showing route of Cannon Hill Streetcar Line and early house on block



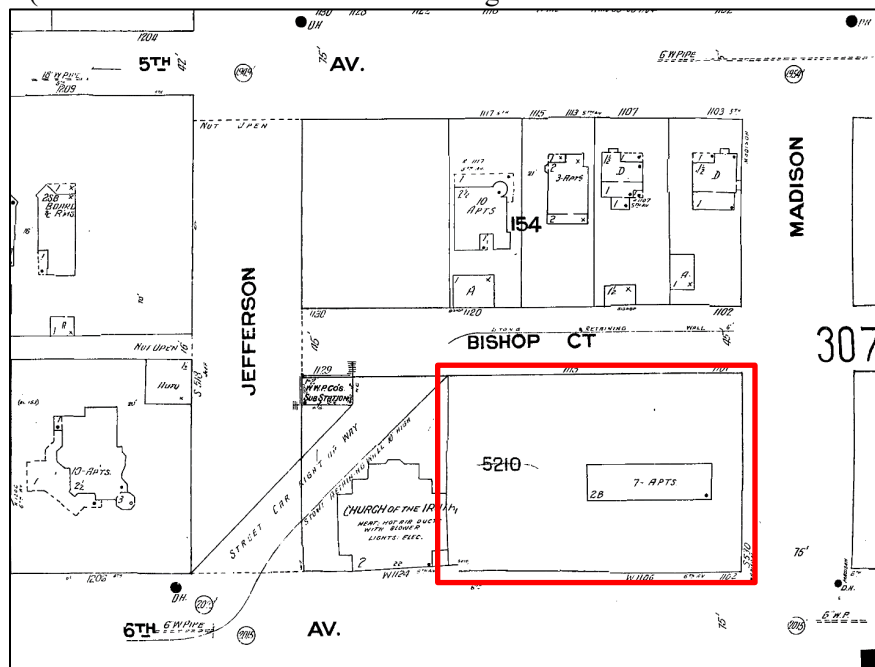
Source: Library of Congress

1910 map showing second house, streetcar right-of-way, and Washington Water Power substation on the block



Source: Sanborn Fire Insurance map

1950 map showing Church of the Truth (left), the Studio Apartments, the streetcar right-of-way, and the WWP substation (note that three of the houses in the neighborhood have been made into apartments)



Source: Sanborn Fire Insurance maps

1913 Unity Church of Truth (1124 W. 5th) photographed in 1928



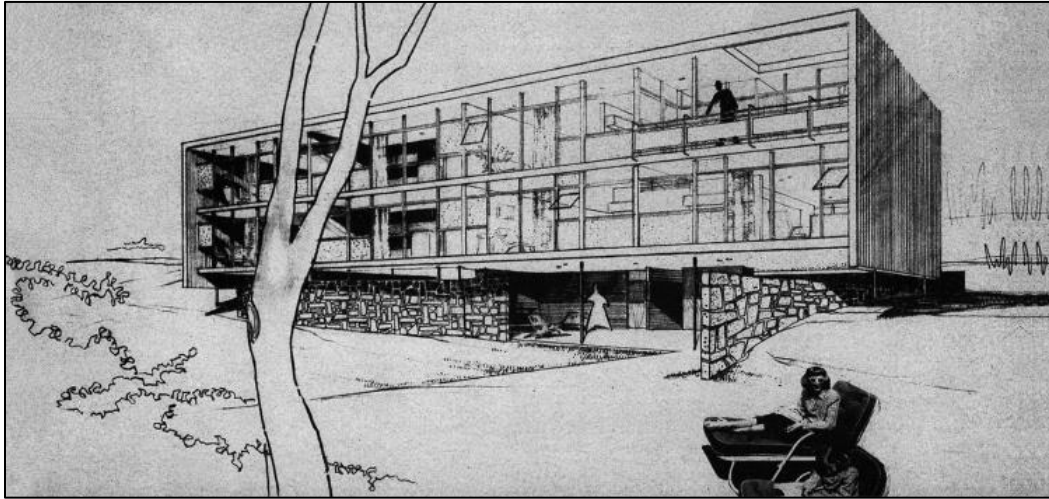
Source: Museum of Art and Culture, Libby Collection

1913 Unity Church of Truth photographed in 1957



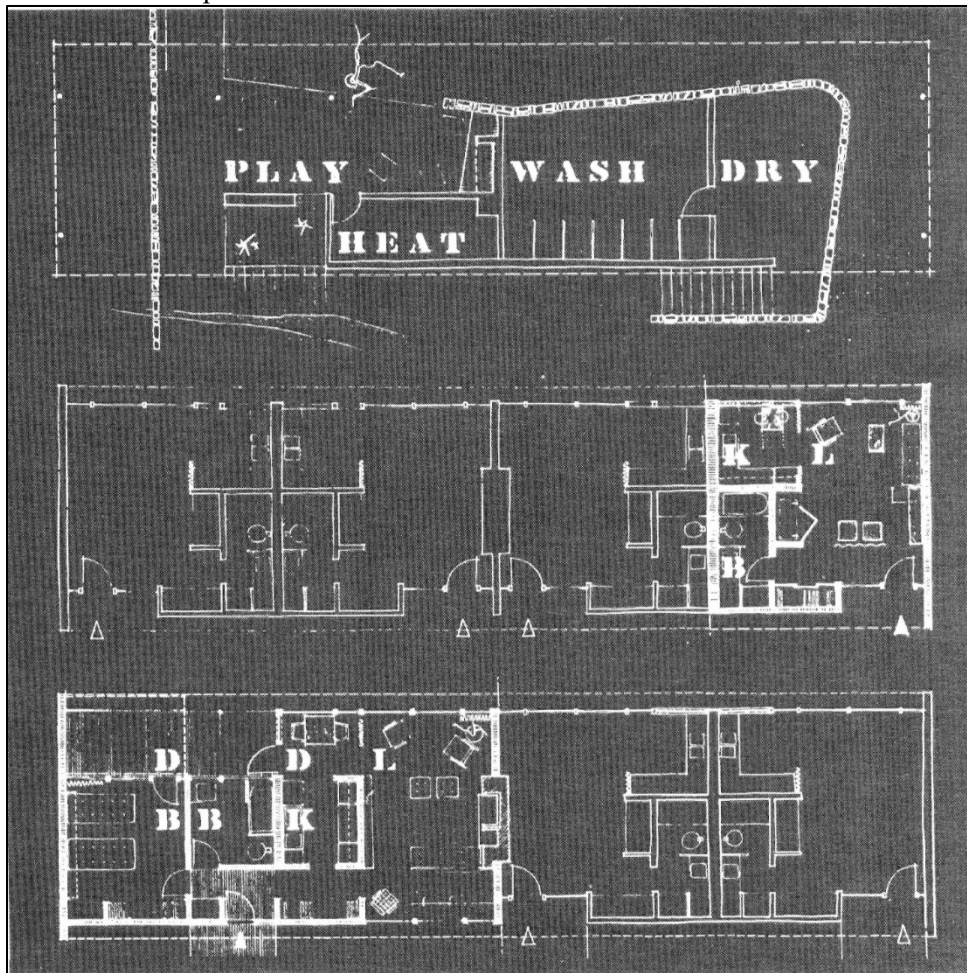
Source: Spokane Public Library

Concept sketch of Studio Apartments



Source: Arts & Architecture, December 1948

Floor plans for Studio Apartments as conceived



Source: Arts & Architecture, December 1948

East and north facades, looking southwest, ca 1950



Source: Dearborn Masser Collection

North façade at night, looking south, ca 1950



Source: Dearborn Masser Collection

South façade and upper level walkway, looking north, ca 1950



Source: Dearborn Masser Collection

South façade and upper level walkway, looking southwest, ca 1950



Source: Dearborn Masser Collection

Interior view of studio, looking north, ca 1950



Source: Dearborn Masser Collection

Interior view, fireplace in main unit, looking east, ca 1950



Source: Dearborn Masser Collection

Interior view, fireplace in main unit, looking northeast, ca 1950



Source: Dearborn Masser Collection

Interior view, kitchen, looking north, ca 1950



Source: Dearborn Masser Collection

North window wall, looking southwest, ca 1950



Photograph by Bruce Walker ca. 1950

East side and north facades, showing building base, ca 1950



Photograph by Bruce Walker ca. 1950

North façade, east end, showing upper-level terrace, ca 1950



Photograph by Bruce Walker ca. 1950

Figure 28: South and east facades and view of city, ca 1950



Photograph by Bruce Walker

Figure 29: Lower level outdoor community room, looking south, ca 1950



Photograph by Bruce Walker

Figure 30: East and north facades, ca 2015



Source: Spokane Office of Historic Preservation

Figure 31: South façade, ca 2019



Source: Real estate website

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall, Historic Preservation Officer 625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 2.5 minutes
Agenda Item Name	0470 – STUDIO APARTMENTS NOMINATION TO THE REGISTER OF HISTORIC PLACES
Summary (Background)	<p>The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100.</p> <p>The International Style Studio Apartments at 1102 W 6th Avenue was constructed in 1949 and designed by prominent Spokane architectural firm of McClure & Adkison along with associate Bruce Walker. It meets the criteria for listing on the Spokane Register under Category C for its architecture.</p>
Proposed Council Action & Date:	Consent agenda item, for briefing on October 31 with a vote on November 1 st .
Fiscal Impact: Total Cost: <u>\$0</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	
<i>What impacts would the proposal have on historically excluded communities?</i> This contract would have no meaningful impact on historically excluded communities.	
<i>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</i> That specific data is not something that is collected by the Historic Preservation Department.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.	
<i>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</i> SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose:	

The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

Comprehensive Plan Chapter 8: Urban Design and Historic Preservation

DP 1.1: Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

DP 1.2: New Development in Established Neighborhoods

Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.

DP 2.7: Historic District and Sub-Area Design Guidelines

Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.



Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	OPR 2022-0792
Renews #	

Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	MIKE PICCOLO 6237	Project #	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0620 LT. AND CPT. ASSOCIATION CBA 01/01/2022-12/31/2022		

Agenda Wording

Collective Bargaining Agreement Between the City of Spokane and Spokane Police Lieutenants and Captains Association - 2022

Summary (Background)

Collective Bargaining Agreement Between the City of Spokane and Spokane Police Lieutenants and Captains Association - 2022

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u>	PIES 10/24/2022
<u>Division Director</u>	PICCOLO, MIKE	<u>Council Sponsor</u>	CM Kinnear
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	jquick@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mpiccolo@spokanecity.org	
<u>Additional Approvals</u>		lrichards@spokanecity.org	
<u>Purchasing</u>		ckrajack@spokanecity.org	
		rcouch@spokanecity.org	
		tkummet@spokanecity.org	
		jhammond@spokanecity.org	

Committee Agenda Sheet

PIES

Submitting Department	Police Department and Human Resources
Contact Name & Phone	Mike Piccolo (509)625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	Council Member Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Collective Bargaining Agreement Between the City of Spokane and Spokane Police Lieutenants and Captains Association - 2022
Summary (Background)	<p>The City and the Lieutenants and Captains Association have an existing collective bargaining agreement (CBA), which expired in December of 2021. The parties have negotiated a continuance of that CBA for 2022 with only a few modifications, including:</p> <p>1) Identical provision from the Police Guild CBA regarding how the OPO may public closing reports at the end of any mediation and</p> <p>2) 5.5% wage increase for 2022 effective to Jan. 1, 2022, which is the same wage increase for the Police Guild.</p>
Proposed Council Action & Date:	Approval of Lt. and Cpt. Association CBA at the November 7, 2022 City Council meeting.
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? 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?

N/A

AGREEMENT

BETWEEN

CITY OF SPOKANE

AND

**SPOKANE POLICE
LIEUTENANTS AND CAPTAINS
ASSOCIATION**

2022

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AGREEMENT
between
CITY OF SPOKANE
and
SPOKANE POLICE LIEUTENANTS AND CAPTAINS ASSOCIATION
2022

PREAMBLE

This agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City, and the Spokane Police Lieutenants and Captains Association, hereinafter referred to as the Association, has as its purpose the promoting of harmonious relations between the City and the Association and the establishment of an equitable and peaceful procedure for the resolution of differences, in the public interest.

PRODUCTIVITY

It is mutually agreed that the City Management and the Association shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at that time they negotiated and signed this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the negotiating committee for the Association and the City shall conduct regular labor-management meetings for the purpose of resolving problems that may arise. Meetings may be conducted quarterly, but they may be scheduled more often by mutual agreement.

ARTICLE 1 – RECOGNITION

Section A

The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Spokane Police Lieutenants and Captains. The City recognizes that bargaining unit members of the Association may, at their discretion, become members of the Association. The City shall provide the Association the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, the employer shall provide an opportunity for the Association to meet with new bargaining unit members to discuss Association representation. When requested by the Association, the City shall provide the Association with a roster of employees covered by this Agreement.

Section B

The Association recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department administration unless otherwise provided through the terms of the Agreement. Management's right to hire, promote, demote, reclassify, temporarily lay off, suspend, or otherwise discipline employees for just cause as covered by current or those hereafter adopted Rules and Regulations of Civil Service is recognized. In addition, Management has the right to assign work and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

ARTICLE 2– CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be effective as of the first pay period of 2022, and shall remain in full force and effect until the end of the last pay period in 2022.

This Agreement shall remain in full force and be effective after its expiration during the period of negotiations for a successor agreement or until such time as a party hereto cancels this Agreement following thirty (30) days' written notice.

ARTICLE 3 – NEGOTIATIONS

Either party of this Agreement may select for itself such negotiator or negotiators as they deem necessary.

ARTICLE 4 – CHECKOFF

The City agrees to deduct the Association's membership initiation fee, assessments, and once each month, Association dues from the pay of those employees who individually request in writing that such deductions be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Association.

ARTICLE 5 – SETTLEMENT OF DISPUTES

Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by the agreed upon grievance procedure provided that such grievance and dispute is not covered by Civil Service Rule No. 11.

ARTICLE 6 – GRIEVANCE PROCEDURE – PERMANENT UMPIRE

Section A – Grievance Procedure Steps

1. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Association representatives concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing the complaint directly with his/her supervisor or department head without representation by the Association as provided by State Law.
2. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee should attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1. A grievance may be presented to the Police Chief or designee by an Association Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;

- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2. The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3. If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by an Association Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4. The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one (21) day period, the grievance may be advanced to Step 5 within twenty-one (21) days of the Step 3 response or, if not received in the allotted time period, the date the response was due.

Step 5. If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter shall be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B – Arbitration

1. For all grievances not subject to RCW 41.58.070, the parties shall attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator within ten (10) days, the arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method within ten days of receipt of the list. Once both parties have had three strikes, the remaining arbitrator on the list shall hear the case. The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties. For grievances subject to RCW 41.58.070, the arbitrator shall be assigned by PERC pursuant to the process established by RCW 41.58.070. The arbitrator shall make his/her own rules for procedure. The arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.

2. Each grievance or dispute will be submitted separately except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the arbitrator.
3. The City and the Association shall bear the expense of the arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration Award thereby requiring the Association to seek judicial enforcement or appeals the same into the courts. In such an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.
5. The decision of the arbitrator shall be issued within thirty (30) days of the close of the hearing and the scheduled receipt of any post-hearing briefs.

Section C – Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in the favor of the Association's last requested remedy. If the Aggrieved/Association fails to comply with any of the above time limits, the grievance is dropped and the City's position is sustained. While the forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation.

There shall be no interruption of work while grievances are being resolved.

ARTICLE 7 – CITY SECURITY

Section A

The Association agrees that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management, or any slow down or other interruption of or interference with the normal work routine.

Section B

Violation of any provision of this Article by the Association shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Association in addition to whatever other remedies may be available to the City at law or in equity.

Section C

Violation of any of the provisions of this article by any Lieutenant or Captain shall be cause for the immediate discharge of that officer. No Lieutenant or Captain shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the Association President shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work and attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Association shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provision of this Article.

Section E

The City agrees that there shall be no lockout of Police Lieutenants and Captains under any circumstances.

Section F

The Association agrees to accept the language of the Fatal Incident Protocol as agreed to by the Guild and the City with no effects bargaining for the Association. Consistent with the City's Settlement Agreement with the Guild regarding the Fatal Incident Protocol, the City will pay the full premium for the PORAC Legal Defense Fund (currently \$4 per member per month) for every member of the Association. This is the City's sole obligation with regard to the insurance, and Association members are fully responsible for any co-pays, deductibles and any other related fees.

ARTICLE 8 – HOLIDAYS

Section A – Holidays

The following holidays shall be recognized by permanent employees on the date established by the City for that holiday:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Day
8. Five Floating Holidays (40 hours)

9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The date of the above holidays will be in accordance with the Washington State Law for holidays.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Chief of Police or designee within policy established for these holidays.

Section B – Holiday Pay

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work, provided the employee is not on an authorized leave of absence without pay or on sick leave.

Unless scheduled to work on a Saturday or Sunday, holidays that fall on a weekend will be observed as follows: Whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Patrol Lieutenants shall observe all holidays on the date they occur.

If an employee works on any of the holidays listed above, he/she shall be paid one and one-half (1½) times for all hours worked (in addition to his/her holiday pay).

If the designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours' pay for the holiday.

Compensatory time may be taken on an hour-for-hour basis in lieu of pay at the discretion of the employee.

ARTICLE 9 – HOURS OF WORK

Section A. Work Schedules

Employees covered by this Agreement shall have a workweek of five (5) days consisting of eight (8) consecutive hours of work, shifts up to ten (10) hours for four (4) days, or shifts consisting of a 9/80 or a 10/40 schedule. Work shifts for Lieutenants and Captains will be negotiated between the Association and the Office of the Chief. A paid lunch period shall not exceed forty-five (45) minutes. During this lunch period the employee shall be available in case of emergency.

ARTICLE 10 – OVERTIME

Section A

1. **Lieutenants Scheduled Overtime.** If a Lieutenant is required to return to duty and receives a minimum of forty-eight (48) hours' notice for work outside the regular scheduled shifts to attend activities such as meetings, community events, appear in court, etc., he/she will be compensated in pay at time and one-half (1½) the hourly rate of pay for all hours devoted to the assignment outside of the employee's regular tour of duty with a minimum of two (2) hours' pay. At such time as the overtime overlaps the regular tour of duty, the employee will be paid at the balance of the regular work shift at the appropriate rate.
2. **Lieutenants Unscheduled Overtime.** Under these provisions, if a Lieutenant is required to return to duty and if the forty-eight (48) hour notice is not possible, the employee will receive a minimum of four (4) hours of pay at the time and one-half (1½) rate. For those hours worked over four (4), the Lieutenant will be paid at the employee's time and one-half (1½) rate.
3. **Captains Overtime.** Captains are exempt employees under the Fair Labor Standards Act and therefore expected to flex their work schedules in order to meet the demands of the workplace and will not receive overtime pay.
4. **Critical Incident Premium Pay.** When called to the scene of a critical incident that requires Command and Control responsibilities, between the hours of 10:00 p.m. and 6:00 a.m., and any time on a Saturday, Sunday, or holiday, Captains will receive critical incident premium pay, to be paid at one and one-half (1½) times the hourly rate. Compensatory time may be granted on an hour-for-hour basis in lieu of the critical incident premium pay.
5. **Shift Premium.** When a Lieutenant is assigned to the third or fourth shift, the City agrees to pay an additional 1.5% of base monthly pay for as long as the Lieutenant is on the shift.

Section B

1. **Early Reporting or Holdover Time.** Any Lieutenant who is assigned work either prior to his/her regular shift or at the end of his/her shift shall be paid at the rate of time and one-half (1½) for those hours worked.
2. **Overtime Computation.** All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay.
3. **Compensatory Time.** When a Lieutenant requests compensatory time and it is approved by the Chief of Police or designee, it will be granted at time and one-half (1½) for each hour worked.

4. **Temporary Schedule Adjustment.** With forty-eight (48) hours notice, Lieutenants that are not assigned as Patrol Shift Commanders may be required to temporarily adjust their work shift by up to two (2) hours.
5. **Mutual Schedule Adjustment.** An employee or the Employer may request a mutual schedule adjustment. The mutual schedule adjustment may include the adjusting of a workday within the regularly scheduled workweek or the starting and ending time of a regularly scheduled shift. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Section C

All overtime submitted for compensation other than that specified in the above sections shall be determined by the Chief of Police or designee.

Section D

1. The Spokane Police Department (Department) and the Association agree that all Association members will be permitted to work extra duty employment, as regulated and defined by Spokane Municipal Code 03.10.020.
2. PAY: Extra duty pay rate for Association members who will work in extra duty employment is the same pay rate as that extra duty pay rate offered presently to the Guild members. The pay rate for an extra duty supervisor and an officer working alone in an extra duty job is defined in the present contract between the Guild and the City.
3. FLSA: Extra duty hours and pay are not considered hours worked for purposes of calculating Fair Labor and Standard Act hours.

Section E – Command Call-up

Police Captains shall, as part of their command responsibility, join other chief officers of the department as part of the call-up system, which ensures senior command presence at the scene of significant police incidents. Captains who are on call as Duty Staff Officers (DSO) shall be paid a flat \$1,000.00 per week only for those weeks in which they are on call as DSO. If required, Section A (4) above also applies.

Section F

1. **Standby.** Any Lieutenant required by the Chief to remain on standby shall be compensated one hour's pay for each ten and one-half (10½) hours of standby at the regular rate of pay. If a callback occurs during any period, the callback pay will prevail and the employee will not be paid the standby pay for that period. Payment of callback pay during any designated standby period would not affect the standby pay for the other periods of standby.

2. **Callback Pay.** Any Lieutenant called to work outside of his/her regularly scheduled shift shall be paid at the rate of time and one-half (1½) for a minimum of four (4) hours. If the callback time work assignment and the employee's regular shift overlap, the employee shall be paid the callback rate of time and one-half (1½) until the start of his/her regular work shift.

ARTICLE 11 – WAGES

Wages shall be negotiated as set forth under the paragraph entitled "Negotiations."

The approved wage schedule shall then be made a part of this Agreement and marked "Appendix A."

ARTICLE 12 – LEAVES

Section A – Annual Leave

All members of the Association shall be entitled to the following paid annual leave:

At the completion of 1 year through 5 years	148 hours
At the completion of 5 years through 11 years	188 hours
At the beginning of 12 years through 18 years	228 hours
At the beginning of the 19 th year and over	268 hours

On December 31 of any year, the City may reduce each of these annual leave rates by 52 hours by permanently increasing all pay steps by an equivalent amount.

Workload requirements and continuity of service shall be the compelling factors in scheduling annual leave. Whenever possible, the time off for annual leave requested by the employee shall be granted. If it is necessary to limit the number of employees on vacation at the same time, the employee with the greater amount of department seniority shall be given first choice of annual leave.

Employees covered by this Agreement may defer a portion of their vacation allowance. Total vacation accrual shall not exceed forty (40) hours plus two (2) times their annual vacation accrual.

Should an employee be on authorized annual leave when a holiday occurs, such holiday shall not be charged against annual leave.

Section B – Annual Leave Cash-out

On November 1st of each year, members may elect to cash out up to a maximum of ninety-six (96) hours of accrued compensatory time and/or annual leave time. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Members who elect to cash out annual leave may contribute some or all of their annual leave cash-out to their deferred compensation accounts.

Upon retirement of an Association member, the City will buy back that member's accrued annual leave, up to the maximum accrual amount. The maximum annual leave accrual is forty (40) hours plus two (2) times the annual vacation accrual.

Section C – Personal Leave

Each employee will be granted forty (40) hours of personal leave per year on January 1. Personal leave days must be used during the year granted. The intended use of this time is for personal or professional development of the employee. Use of personal leave is at the discretion of the Chief of Police or designee.

Employees who become eligible for personal leave on or after January 1 (by hire or promotion into an Association-covered position) will be granted personal leave during the first year as follows:

Eligible between January 1 and January 15	40 hours
Eligible between January 16 and March 31	30 hours
Eligible between April 1 and June 30	20 hours
Eligible between July 1 and September 30	10 hours
Eligible after September 30	0 hours

If an employee begins an OOG Lieutenant assignment and is subsequently promoted to Lieutenant within the same calendar year, payroll will provide personal leave hours to the date the OOG assignment began. If the OOG assignment began in the prior calendar year, payroll will provide personal leave hours beginning January 1st of the current calendar year, as personal leave cannot be carried forward. The employee would not be eligible to use the personal leave hours until the date of his/her promotion to a position represented by the Association.

ARTICLE 13 – UNIFORMS

Uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two (2) calendar week period (noncumulative) per officer. Plainclothes employees may substitute eight (8) items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two (2)

calendar weeks per officer will be at the expense of the employee. Casual sportswear such as polo shirts and cotton twill pants are not covered under this agreement.

ARTICLE 14 – SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. If additional items of uniforms are required, they will be provided by the City. These special items shall remain the property of the City.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Association agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

ARTICLE 15 – REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines negotiated by the Association and the City. The specific guidelines established by the Association and the City to determine claims and the procedure for filing claims shall be posted.

ARTICLE 16 – LEAVE OF ABSENCE

The normal procedures for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made a part of the Agreement.

Section A – Paid Leaves – Family Emergency and Death Leave

In the event of a serious sickness or death in the family of any employee, spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandchildren, the employee may on

request be granted up to three (3) days' leave of absence with full pay to make household adjustments, arrange for medical services or to attend funeral services. If a question arises concerning the granting of time off, the President of the Association and the Chief of Police shall discuss the matter. If no satisfactory solution is reached, the facts shall be referred to the Human Resources Director for a final decision. The employee shall be required to furnish evidence supporting the need for use of paid leave if the Chief of Police should request such verification.

Section B – Family Leave

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480 hours) of unpaid leave during any twelve (12)-month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than eighty (80) hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Association and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section C – Washington State Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2022, premiums will total sixth-tenths of one percent (.6%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the premium, retroactive to January 1, 2022. The City will maintain the status quo of paying the total premium set by the State.

Section D – Application for Leave

Any other request for a leave of absence shall be submitted in writing to the employee's immediate supervisor. The request shall clearly state the reasons for the leave and the length of time being requested. The employee's supervisor shall consider the employee's request and will either respond in writing or refer the request to the Chief of Police. In any event, the employee shall receive a written response to the request within ten (10) working days from either the supervisor, Chief of Police, or Human Resources Director depending upon the authorization required for such leave.

Section E – Natural Disaster Leave

In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days' leave of absence with full pay to make household adjustments or to make temporary arrangements to solve the problem. If any questions arise, the President of the Association and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section F – Illness Leave

1. **Accrual.** Cumulative illness leave with pay shall accrue to each new officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in pay status for eighty (80) percent or more of the hours in that pay period.
2. **Duplication of Illness Leave and Industrial Insurance.** When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Human Resources Department. The employee's illness leave account shall then be credited by the amount of compensation returned.
3. **Illness Leave Buy Back.** Employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of 60%, for a maximum possible buy back of 576 hours (60% of 960 hours). If possible, all such amounts will be placed into a tax deferred account.
4. For purposes of this Section, employees retiring from service shall be defined as either those members who voluntarily leave employment after reaching the age of fifty (50) and with a minimum of twenty (20) years of service with the Spokane Police Department or those members who voluntarily leave employment after reaching the age of fifty-three (53) and have completed a minimum of five (5) years of service with the Spokane Police Department.

Section G – Disability Leave

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his/her Worker Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Worker's Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned

to work on a “conditional” basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining unused portion of the original six (6) months.

Section H – Care for Minor Children

Employees may use previously accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II Members may use previously accrued sick leave in addition to other leaves available. Employees may be required to provide documentation from a physician that the child has a health condition that requires treatment or supervision.

Members may also use previously accrued sick leave to stay home and supervise children under the age of 16 if the member’s spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse’s health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

ARTICLE 17 – GENERAL PROVISIONS

Section A – Pledge Against Discrimination and Coercion

All references of employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the City or any employer representative against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, provided that such activity does not interfere with the normal operation of the department.

The Association recognizes its responsibility as bargaining agent and agrees to represent all bargaining unit employees in the Association without discrimination, interference, restraint, or coercion. The Association agrees that there shall be no coercion, either directly or indirectly, to cause any employee to become a member of the Association.

Section B – Association Bulletin Boards

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by the Association.

Section C – Association Activities on City’s Time and Premises

The City agrees that during working hours, on the employer’s premises or elsewhere, and without loss of pay, Association officials shall be allowed to:

1. Post Association notices and distribute Association literature.
2. Attend meetings with the approval of the department head when not hindering normal operations.
3. Transmit communications, authorized by the local Association or its officers, to the City or its representative.
4. Consult with the City, its representatives, local Association officers, or other Association representatives concerning the enforcement of this Agreement.
5. Association members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the employee’s regularly scheduled duty hours.

Section D – Association Business – Paid Leaves

Upon the approval of the Chief of Police, two (2) Association officials shall be allowed the required time without loss of pay to attend official conferences, legislative conventions, and state or national conferences, not to exceed five (5) days for each official for each conference or convention. No Association member shall be allowed to change his/her regularly scheduled days off in order to facilitate attendance at any Association or Union meeting.

Section E – Association Business – Other

All Association meetings and the conduct of Association business shall be done during off-duty hours unless advance approval has been granted by the Chief of Police or his/her designated representative.

Section F – Seniority

1. **Department Seniority.** The total length of unbroken service within the Spokane Police Department
2. **Job Classification Seniority.** Based on the date of appointment to that classification.

When an employee works Out-Of-Grade (OOG) in a classification (Lieutenant or Captain) and subsequently receives a permanent promotion to

the same classification, the date in classification will be back-dated to the date their OOG assignment began. For example, if they began working OOG on November 12, 2019 and received a permanent promotion to the classification on January 31, 2020, their date in classification would be effective November 12, 2019. Additionally, the employee's seniority in the classification is tied to the date the OOG assignment began. The employee's OOG assignment and permanent promotion must be consecutive. If there is a break between the OOG assignment and permanent promotion, the promotion and date in classification would be effective the date of the actual classification promotion.

Section G –Duplication of Benefits

Should the Legislature improve or add new benefits to members that duplicate benefits provided by the City, the legislative benefits will prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

Section H –Light Duty

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply:

1. The employee shall provide the Chief of Police with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty and until the employee is released by a physician for full duty.
4. The Chief of Police shall have the right to have independent medical examinations of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment.

This provision shall apply only to temporarily disabled employees. The parties will be bound by state, federal, and other applicable laws and/or regulations with respect to permanently disabled employees.

ARTICLE 18 – INSURANCE

Section A – False Arrest and Liability Coverage

The City agrees to continue coverage for liability and false arrest for the life of this Agreement.

Section B – Family Dental

The City agrees to provide the current Family Dental Insurance plan at no cost to the employee, including orthodontia at a fifty (50) percent benefit level. The Association agrees to participate in the PPO Dental Plan.

Section C – Family Medical

Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City-sponsored plan for non-duty related medical care.

Effective January 1, 2015, medical plan options will be City Plan III, City Plan IV, Group Health I, and Group Health II. Employee contributions for City Plan III and Group Health I will be \$135/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

Section D – Retiree Medical

The Association has agreed to work with the City on redesigning the current medical plans and retirees' medical plan. The Association has indicated that it would work towards development of a retirees' plan similar to the current City Plan III with the costs assumed in total by the retiree. The Association would like to further develop the existing plan where contributions are made by existing employees prior to retirement to help offset the costs. The Association has also requested that employees who have retired since January 2002 will be allowed to access the retirees' plan regardless of their current plan which was chosen at the time of their retirement. The parties have agreed that they will work in concert during 2004 with a desirable target of 2005 to have the retirees' plan in place.

Section E – Dependent Life Insurance

The City agrees to provide dependent life insurance of \$6,000 for spouse and \$2,000 for children for the life of this Agreement.

Section F – Employee Life Insurance

The City agrees to provide life insurance coverage of \$50,000 for Police Lieutenants and Captains during the life of this Agreement.

Section G – Health Plan Redesign

The Association will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a re-opener on employee benefits or as evidence that the guild agrees to change any health care provision of this agreement by their participation.

Section H – Employee Physicals

Employee annual physicals shall be covered by the City under the employees selected employee medical plan. The City will no longer cover the costs of the annual physical as reimbursement from Department funds, and all physicals will be submitted and covered through the employee's insurance carrier.

ARTICLE 19 – TUITION REIMBURSEMENT

The City agrees to reimburse the employee for one hundred (100) percent of the tuition fee for any approved job-related course upon satisfactory completion of the said course up to the comparable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the department head and the Human Resources Director before the course is taken. The cost for books, laboratory fees, and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after the date of signing this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department, and such approval shall not be unreasonably denied.

ARTICLE 20 – SALARY COMPUTATIONS

Section A – Regular Hourly Rate

A regular hourly rate is established for each job classification.

Section B – Pay Periods

Pay periods shall be established on a bi-weekly basis. Bi-weekly earnings shall be computed by multiplying the regular hourly rate by the number of hours actually worked. Paychecks shall be issued on alternate Fridays.

Section C – Compensatory Time

When the employee selects compensatory time off, the employee and the authorized supervisor shall mutually agree when the compensatory time off is to be taken. Whenever work schedules permit, the date preferred by the employee shall be granted. Whenever possible, the compensatory time shall be taken within sixty (60) days of the date earned.

Association members shall be allowed to accrue up to a maximum of eighty (80) hours of compensatory time. Compensatory time shall be recorded on the employee's time card. Accrued compensatory time shall be reflected in the computer printouts and on the employee's paycheck stub.

ARTICLE 21 – PROPOSED SUPPLEMENTAL AGREEMENTS

This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiated under this section.

This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations between parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Association and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger agreement and subject to all its provisions.

ARTICLE 22 – DEFERRED COMPENSATION

The City agrees to make a qualified deferred compensation plan available to Association-represented members. The City shall contribute 1% of each employee's base pay including longevity, regardless of whether that employee makes his/her own contribution. Employee's may also make contributions to their accounts. The City agrees to match each employee's contribution up to three and one-half (3.5) percent of Lieutenants' and three (3.0) percent of Captains' base wage rate (including longevity for both). Matching contributions will be made on a bi-weekly basis.

ARTICLE 23 – CIVIL SERVICE

Section A – Captain Testing

1. The classification of Police Captain shall be governed by the same certification and appointment procedures outlined in Civil Service Rule V, Section 5 for Senior Administrative Assistants (i.e., Rule of the List).
2. Promotion to Police Captain shall require two years of experience as a Lieutenant in the Spokane Police Department.
3. The Police Captain eligibility list shall be created based on a Training and Experience evaluation rather than a written test.

Section B – Lieutenant Testing

A Rule of Three shall be established for each promotion to Lieutenant. From the three candidates highest on the Civil Service eligibility list, the Chief of Police shall select the one that the Chief determines is best qualified for the position of Lieutenant. The two candidates from the top three who are not selected shall not be considered as being passed over and will have no right to appeal the selection. In the event of conflict between this Rule of Three and Civil Service Rules, this Rule of Three shall control. The Rule of Three shall apply as of March 13, 2013. This Rule is not subject to any trial period or sunset clause and shall remain a permanent practice unless and until the parties mutually agree otherwise.

Section C – Police Division

For purposes of applying Civil Service Rules and this Agreement to Association members, the Police Division shall be considered one Department.

ARTICLE 24 – SALARY SAVINGS PLAN

The parties agree to adopt the Spokane Police Lieutenants and Captains Association Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Eligibility	Monthly Payment	Duration
	20 years of service	\$500	8 years (96 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

B. Limits and Deadlines

	2014	Subsequent years (if offered)
Number eligible	2	2
Time to apply for the incentive	by November 30, 2014	October 1 to October 31
Time to retire	by April 1, 2015	January 1 to June 30

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than two employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority, that employee may be eligible for the incentive in future years.

C. Disqualifications

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

D. COLA

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

E. Discontinuance of Plan

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following the first quarter 2015 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

ARTICLE 25 – CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Association acknowledge that on January 8, 2015 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complied with and satisfied all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Deputy Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJIS certification.

(b) “OPO Independent Investigation” (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Deputy Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

(c) The OPO will be notified of and the Ombudsman and/or Deputy Ombudsman will have the option of actively monitoring all police department IA investigations as provided for herein.

(d) The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

(e) Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

(f) The Ombudsman or Deputy Ombudsman may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Deputy Ombudsman is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Deputy Ombudsman may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the Ombudsman and/or Deputy Ombudsman. The Office of the Ombudsman may conduct the

initial intake of the complainant. The complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Deputy Ombudsman to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Deputy Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward the complaint to IA, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Deputy Ombudsman determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the Ombudsman's or Deputy Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline or other tangible adverse employment action against a bargaining unit member, including but not limited to decisions regarding defense and indemnification of an officer. The closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Deputy Ombudsman determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details of the alleged complaint.

If the Ombudsman or Deputy Ombudsman determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ten business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Deputy Ombudsman and the Association, for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Deputy Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all

documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to all complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ten business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was timely, thorough and objective. The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action. The OPO may publish a closing report at the end of any mediation services. In order to comply with the confidential nature of mediation, an OPO closing report of mediation services shall only state whether the officer participated in good faith and if the matter was resolved. Identification of the names of participants will not be included in any OPO closing report of mediation services.

2. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(j) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated by the Department; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When the OPO is notified that no departmental investigation shall occur, the OPO shall have ten business days to advise IA in writing that the OPO believes an investigation should occur and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the department's decision not to investigate. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process. For those investigations not performed by IA such as a Shift Level investigation, IA will direct another Police Department member to do the investigation.

If the Ombudsman or Deputy Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the Chief of Police. The Chief of Police shall make the final determination on the classification.

When the Department initiates an investigation, the OPO will have the opportunity to participate in that investigative process as follows:

1. Internal Affairs or the Police Department member conducting the investigation for those other than IA investigations will notify the OPO of all administrative interviews on all investigations. The Ombudsman or Deputy Ombudsman will promptly be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining whether the internal investigation was timely, thorough and objective, including access to IA Pro and Blue Team for all information related to the stated complaint. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Deputy Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

The Ombudsman and/or Deputy Ombudsman may attend and observe interviews, in person or by telephone, and will be given the opportunity to ask questions during the interview after the completion of questioning by the Department. The Ombudsman or Deputy Ombudsman will not participate in criminal investigations of Department employees but will be notified when the criminal case is concluded.

2. Upon completion or suspension without completion of investigations, IA will forward a complete copy of the case file to the OPO for review. When the OPO is notified that an investigation is suspended, the OPO shall have ten business days to advise IA in writing that the OPO believes the investigation should not be suspended and the basis for such belief; if no such notice is received it shall be understood that the OPO agrees with the decision to suspend the investigation. If an investigation is completed, the Ombudsman or Deputy Ombudsman will review the case file and determine whether the investigation was timely, thorough and objective, prior to a chain of command review.

3. As a part of the review process of completed or suspended investigations, the Ombudsman and/or Deputy Ombudsman may conclude that further investigation is needed on issues deemed material to the outcome. The OPO will notify IA of the suggested further investigation in such cases. The Ombudsman's and/or Deputy Ombudsman's suggestions and rationale for further investigation will be provided to IA in writing. The Ombudsman and/or Deputy Ombudsman and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Deputy Ombudsman regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Deputy Ombudsman's suggestions and rationale for further investigation. The written request of the Ombudsman or Deputy Ombudsman shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Deputy Ombudsman is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Deputy Ombudsman may present a request for further investigation to the Police Ombudsman Commission, which shall specifically list the additional investigative steps that the Ombudsman or Deputy Ombudsman is requesting be taken. The Ombudsman or Deputy Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Deputy Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a

copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Deputy Ombudsman's written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, an Independent Investigation referenced in this section will be completed consistent with the decision of the Police Ombudsman Commission on the OPO's request. The Independent Investigation shall be limited to the additional investigative steps that were in the Ombudsman or Deputy Ombudsman's written request. The Police Ombudsman Commission may direct the Ombudsman or Deputy Ombudsman or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Deputy Ombudsman referenced in this section; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent Investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Deputy Ombudsman or third-party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Deputy Ombudsman or third-party investigator has completed the OPO requested investigation, the Commission may publish a closing report of the results of the investigation of the OPO or third-party investigation, so long as the closing report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may be authored by the investigator (OPO or third-party), OPOC or a combination thereof. The closing report will identify the author(s). There shall only be one closing report for an Independent Investigation. The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Deputy Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline. The closing report of the Independent Investigation also may include the OPO or OPOC's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an Independent Investigation shall clearly state that the information expressed within the report is the perspective of the OPO and/or OPOC, that the OPO and/or OPOC do not speak for the City on the matter, and that the report is not an official determination of what occurred.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Deputy Ombudsman will then certify whether or not, in the opinion of the Ombudsman or Deputy Ombudsman, the internal investigation was timely, thorough and objective. This determination will be made within ten business days. Once the certification determination is made in writing, the OPO will not be involved further in the disciplinary process in that case.

6. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Deputy Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

(k) As set forth in paragraph j above, the OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint. The Ombudsman or Deputy Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report of the Independent Investigation

may include the OPO's perspective of the factual information that was obtained as a result of the investigation. Any closing report from an independent investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or Deputy Ombudsman's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer, may result from the Ombudsman or Deputy Ombudsman investigation.

The request from the Ombudsman or Deputy Ombudsman for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

(l) All disciplinary decisions will be made by the Chief (or designee).

(m) The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

(n) The OPO will be notified by IA within ten business days of case closure or suspension of all IA Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a letter to the complainant. The letter may summarize the investigative process and the Department's case findings.

(o) Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

(p) Once the Ombudsman and/or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the IA or Departmental Investigation, which the OPO had the opportunity to be involved in, and the Department's findings, and any recommendations of the Ombudsman and/or Deputy Ombudsman for changes in departmental policies to improve the quality of police practices, training, and investigations. This closing report may include the OPO's

perspective of the factual information that was obtained as a result of the IA investigation. Any closing report from an IA investigation shall clearly state that the information expressed within the report is the perspective of the OPO, that the OPO does not speak for the City on the matter, and the report is not an official determination of what occurred. Prior to making any policy recommendations, the closing report will include the current policy practice, policy, and/or training as applicable and shall expressly state that the policy recommendations that follow reflect the OPO's opinion on modifications that may assist the Department in reducing the likelihood of harm in the future; they do not reflect an opinion on individual job performance under the current policy, practice, or training. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings or other tangible adverse employment actions against bargaining unit employees, including but not limited to decisions regarding defense and indemnification of an officer.

(q) Once the Ombudsman or Deputy Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Deputy Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Deputy Ombudsman will collaborate on the input received from the Ombudsman and/or Deputy Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Deputy Ombudsman do not agree on the case summary after collaborating.

(r) In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

(s) The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The policy and procedure report is a tool for the OPO to provide recommendations for future changes, additions, or modifications to policies, training, or procedures. Any policy report should identify the current policy or practice that the OPO is recommending changing. The OPO will not

make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the A's right to require the City to engage in collective bargaining as authorized by law.

(t) No report authorized under this Article, including closing reports and policy and procedure reports shall comment on discipline of an officer(s). This prohibition includes a prohibition on writing in a report whether the OPO or OPOC agrees with or differs with the Chief's findings, whether the officer acted properly, whether the officer's actions were acceptable, or whether the officer's actions were in compliance with training or policy. Additionally, no report will criticize an officer or witness or include a statement on the OPO or OPOC's opinion on the veracity or credibility of an officer or witness.

(u) Prior to the release of any closing report by the OPO or OPOC, the Association will be provided with a copy of the closing report to review for potential contract violations prior to the report's public release. Any alleged contract violations must be disclosed in writing to the Mayor with a copy to the OPO and OPOC within ten business days of receiving the closing report ("OPO closing report Grievance"). If an OPO closing report Grievance is not timely filed, the closing report may be released.

(v) The OPO closing report Grievance must include the information required in Article 5, Step 1. The grievance filing will include the specific sentences of the closing report that allegedly violate the Agreement, an explanation of how those sentences violate specific sections of the Agreement, and proposed modifications to comply with the Agreement. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO closing report Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Association as appropriate to resolve the OPO closing report Grievance. If the OPO closing report Grievance is not resolved within 30 calendar days of the date of the filing of the OPO closing report Grievance, the Association may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Associations' request for Expedited Arbitration and issue a bench decision. The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the closing report violates the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(w) A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

(x) The Ombudsman or Deputy Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Associations right to require the City to engage in collective bargaining as authorized by law.

(y) In addition to whatever job requirements may be established by the City, which shall be the same for the Ombudsman and Deputy Ombudsman, one of the minimum job requirements for the Ombudsman or Deputy Ombudsman will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Deputy Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in discipline as outlined in Section 4.32.100 of the Spokane Municipal Code (effective date of March 26, 2014), which may include the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City including under the Spokane Municipal Code and this Agreement will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming that she/he will only act within the authority she/he received from the City including from the Spokane Municipal Code and this Agreement. Knowingly or negligently acting outside of their legal authority will be considered a failure to perform the duties of the office and/or negligence in the performance of the duties and may result in appropriate discipline up to and including removal of the person(s) from the OPO in accordance with the Spokane Municipal Code (effective date of March 26, 2014).

(z) Allegations that the OPO has intentionally knowingly or negligently exceeded his/her authority as defined by the Spokane Municipal Code and this Agreement shall be resolved using the OPO Grievance and Expedited Arbitration. A grievance alleging a violation must be presented to the Mayor within 28 calendar days of the occurrence and include the information provided for in Step 1 of the grievance procedure. The Mayor and/or designee will request a written response by the OPO or OPOC as applicable within ten business days of receiving the OPO Grievance. In lieu of or in addition to a written response, the Mayor and/or designee will offer to facilitate a meeting between the OPO and/or OPOC, City and Association as appropriate to resolve the OPO Grievance. If the OPO Grievance is not resolved within 30 calendar days of the date of the filing of the OPO Grievance, the Association may request Expedited Arbitration. The Arbitrator will conduct an arbitration within twenty-one (21) calendar days of the Association's request for Expedited Arbitration, and issue a bench decision.

The decision will be final and binding upon the parties. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to whether the OPO or OPOC have violated the Agreement. The time limits for Expedited Arbitration may be extended upon mutual agreement of the parties. Requests to extend the time limits will not be unreasonably denied.

(aa) Except where a different grievance procedure is specifically provided for, alleged violations of Article 27 are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Association believes a candidate recommended by the Committee for Ombudsman or Deputy Ombudsman does not meet the minimum job requirement established in Section (v) above, the Association must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Association may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(bb) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure may result in the removal by the City Council of the person(s) making the disclosure from the Police Ombudsman Commission.

(cc) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, including from the Spokane Municipal Code and this Agreement. Acting outside of their authority may result in the removal by the City Council of the person(s) from the Police Ombudsman Commission.

(dd) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(ee) Nothing herein shall be construed as a waiver of the Associations right to require the City to engage in collective bargaining as authorized by law.

ARTICLE 26 – MANAGEMENT RIGHTS

The Association recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Association recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit; provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.
4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.
5. To take whatever actions may be necessary to carry out police functions in emergency situations.
6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.
7. To maintain efficiency of government operations entrusted to management.
8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.
9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Association by specific provisions of the Agreement.

ARTICLE 27 – POLICE OFFICER RIGHTS IN DISCIPLINE

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.
2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
 - a. Committing a criminal offense; and/or
 - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
 - c. Of their right to Association representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.
4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Association representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual allegations in writing before the interview commences
5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as an Association representative is given the opportunity to participate in the call.

6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Association Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.
12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Association prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Association President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

ARTICLE 28 – SAVINGS CLAUSE

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections thereof, which shall remain valid.

APPENDIX A
City of Spokane
Police Lieutenants and Captains

Wages

Lieutenant wages will be set at 20% above Sergeant base salary, to include corresponding longevity levels but not education pay.

Captain wages will be set at 18% above Lieutenant base salary, to include corresponding longevity levels but not education pay.

(The 2022 5.5% wage increase received by the Spokane Police Guild will be effective the pay period that includes January 1, 2022, and will be factored into the above percentages).

Longevity

Longevity adjustments shall be made at the beginning of the defined years of service. Beginning in 2007 an additional 2% longevity will be added for Lieutenants and Captains with thirty-five (35) or more years of commissioned employment with the Spokane Police Department and an additional 2% for every five (5) years of service over thirty-five (35) years.

ATTACHMENT “A”

1. Life Insurance – See Article XIX.
2. Retirement Benefits – Retirement benefits for Police Officers hired after September 30, 1977, shall be in compliance with Washington State Law enacted by the Legislature of Washington in 1977 or hereafter amended.
3. Long-Term Disability Insurance – The City will provide long-term disability insurance for Association employees through 2006.
4. VEBA: Effective upon ratification, the City will contribute one hundred and seventy-five (\$175.00) dollars per month to each bargaining unit member’s VEBA account.

Dated this ____ day of _____, 2022.

FOR THE CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
City Administrator

Craig Meidl
Police Chief

Justin Lundgren
Assistant Police Chief

Michael Piccolo
Interim Human Resources Director

FOR THE LIEUTENANTS & CAPTAINS ASSOCIATION:

Dave Singley
President

Vice President

APPROVED AS TO FORM:

ATTEST:

Lynden Smithson
Interim City Attorney

Terri Pfister
City Clerk

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

11/07/2022

Date Rec'd

10/25/2022

Clerk's File #

OPR 2022-0793

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**

MIKE PICCOLO 6237

Project #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0620 MANAGERIAL & PROFESSIONAL ASSOCIATION COLLECTIVE BARGAINING AGREEMENT

Agenda Wording

Managerial & Professional Association Collective Bargaining Agreement (Exempt - A) 2022-2026

Summary (Background)

Managerial & Professional Association Collective Bargaining Agreement (Exempt - A) 2022-2026

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

PIES 10/24/2022

Division Director

PICCOLO, MIKE

Council Sponsor

CM Kinnear & CM Stratton

Finance

WALLACE, TONYA

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CITY OF SPOKANE

**MANAGERIAL & PROFESSIONAL
ASSOCIATION**

EXEMPT - A

2022-2026

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CONTRACT
between
THE CITY OF SPOKANE
and
CITY OF SPOKANE
MANAGERIAL & PROFESSIONAL ASSOCIATION

EXEMPT – A
2022-2026

This Agreement is between the **CITY OF SPOKANE**, a Washington State municipal corporation, (hereinafter referred to as the "City") and the **CITY OF SPOKANE MANAGERIAL & PROFESSIONAL ASSOCIATION**, (hereinafter referred to as the "Association").

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain its right to operate the City government effectively in a responsible and efficient manner consistent with law; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire understanding covering wages, hours, and working conditions of employment; without any interruption of or other interference with City operations.

The parties agree as follows:

EMBODIMENT

The Agreement expresses the entire written understanding of the parties. Oral statements shall not explain, vary, or contradict its express terms. Any amendment to this Agreement must be in writing and signed by both parties.

Each party had the unlimited right and opportunity to make demands and proposals during the negotiations which preceded the Agreement, with respect to any topic not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the term of the Agreement, the parties voluntarily and unqualifiedly waive such right and agree that they are not obligated to bargain collectively with respect to any matter specifically referred to or settled during the course of these negotiations. Should any Article, section, or portion of this Agreement conflict

with any City policy, rule, or regulation, this Agreement shall take precedence.

In the event any provision of the Agreement is made invalid by applicable legislation, or declared unenforceable by a court of competent jurisdiction, such action shall not invalidate the entire Agreement and all other provisions shall remain in full force and effect. The parties shall immediately attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

ARTICLE I – TERM OF AGREEMENT

Section A – Term of Agreement

This Agreement shall become effective on January 1, 2022 and continue in full force and effect through December 31, 2026.

Section B – Contract Negotiations

Negotiations for a successor Agreement shall begin by written notice by either party.

Section C – Conduct of Negotiations

Negotiations will be conducted at a time and place mutually agreeable to the parties. The City and the Association mutually agree to set up a bargaining calendar. The City and the Association shall endeavor at the end of each negotiation session to set up a time and place for the next meeting.

If no agreement is reached, either party may petition the Public Employment Relations Commission to provide an unbiased third-party mediator.

It is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts or other interruptions of work while the dispute is being considered by the mediator. The parties agree to continue bargaining in good faith with the mediator's assistance to reach a resolution of the impasse. Any opinions given by the mediator shall be given due consideration but will not be final and binding on either party.

ARTICLE II – RECOGNITION

Section A – Bargaining Representative

For purpose of administration, this Agreement shall pertain to the positions of all exempt managers, civil attorneys, and City Prosecutor, excluding elected officials, confidential employees, and all other employees of the City. The City recognizes the Association as the sole and exclusive bargaining representative for the purpose of establishing wages, hours, and working conditions of employment for all positions in the bargaining unit listed in the Appendix "A" (hereinafter referred to as the "employees").

Section B – Confidential Employees

The parties recognize the following positions as confidential employees who are excluded from the bargaining unit. List to be updated in Labor-Management.

Accounting Director
Administrative Assistant – Exempt
Assistant Fire Chief
Assistant Police Chief
Assistant to Police Ombudsman
Assistant Utilities Director
Business and Developer Services Director
CAD/RMS Project Manager
Chief Assistant City Attorney
Chief Financial Officer
Chief Information and Technology Officer
Chief Labor Assistant City Attorney
Chief of Police
City Administrator
City Attorney
City Council Assistant
City Council Policy Analyst
Communications and Marketing Director
Constituent Services Coordinator
Deputy Fire Chief
Director, Community & Neighborhood Services
Director, Fleet Services
Director, Investigations
Director, Local Government and Multicultural Affairs
Director, Management Information Services
Director, Office of the Mayor
Director, Parks & Recreation
Director, Regional Emergency Communications Systems
Director, Solid Waste Management
Director, Strategic Initiatives
Executive Assistant
Fire Chief
Grants Management and Financial Assistant Manager
Human Resources Director
Labor Relations Manager
Integrated Capital Management Director
Internal Auditor/Budget Analyst
Investigations Director
Management and Budget Director

Mayor's Office Policy Advisor
Police Commander
Police Major
Police Ombudsman
Retirement Director
Senior Executive Assistant to the Council President
Senior Research and Policy Analyst
Staff Assistant
Strategic Business Analyst
Streets Director
Utilities Director
Utilities Facilities Director

Section C – Dues

1. The City shall deduct, twice each month, dues from the pay of those employees who have opted-in to membership with the Association. The amounts to be deducted shall be certified to the City by the Association Treasurer. The aggregate deduction of all employees will be remitted monthly together with an itemized statement to the Association Treasurer.
2. **Collective Support.** Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the Association to improve wages and working conditions generally. Unit employees collectively agree that financial support of the Association is fair, necessary, and integral to the success of this Agreement.

Section D – Association Representatives

The names of persons selected as Association representatives shall be provided in writing to the City by the Association.

Section E – New & Terminated Employees

1. The City shall furnish the Association with a monthly listing of promoted, hired, or terminated employees covered by the Agreement. The listing shall contain the employees' names, job classifications, and work locations.
2. **Employment Information** – The City agrees to supply the Association the names of all new hires, persons entering the bargaining unit, and/or persons performing work covered by this Agreement prior to the individual's start date performing work covered by the Agreement. This list will include the employee's name, date of employment, job classification, department, and work location.
3. **Access to New Members** – The City will facilitate Association access to all newly hired employees and/or persons entering the bargaining unit within ninety (90) calendar days of such hire or entry eligibility into the unit. The City will allow the Association at least thirty (30) minutes to meet with such individuals during the employee's normal working hours at their usual worksite or a mutually agreed upon location.

ARTICLE III – PRODUCTIVITY

City management and employees shall work together individually and collectively to meet the production requirements of each City department, to provide the public with efficient and courteous service, to encourage good employee attendance, and to promote a climate of labor relations that will aid and achieve a high level of efficiency in all aspects of City government.

ARTICLE IV – ASSOCIATION MEMBERSHIP

Section A – Membership

The City shall make each new employee eligible for membership in the bargaining unit aware that the Association is the exclusive bargaining representative for the Employee's position. Employees may choose to become a voting (dues-paying) member of the Association. The City agrees to make payroll deductions for regular dues and assessments and/or agency fees upon receipt of signed opt-in from the employee on the form supplied by the Association. All employees covered by this agreement who opt to become voting members of the Association shall remain members in good standing unless they complete the Association's opt-out form indicating their decision to opt-out of the Association and cease dues and/or deductions. Only dues-paying members in good standing may run for and be elected to seats on the Association's Executive Board.

New employees shall default to opt-out status if an opt-in form is not completed within thirty (30) calendar days of employment or within five (5) business days of the employee's New Employee Orientation, whichever is longer. Opt-out by existing employees must be verified by a signed opt-out form as provided by the Association. Within five (5) business days of receipt of a signed opt-out form, the Association will notify the City to cease monthly deductions for that employee. Resignations submitted only to the City will be considered valid and will operate to terminate dues deductions with notice from the City to the Association.

Section B – Indemnification

The Association agrees to defend, indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article if the City's action or inaction was pursuant to the Association's improper request.

ARTICLE V – MANAGEMENT RIGHTS

- A. The City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. These rights include, but are not limited to, the right:

1. to determine the City's mission and policy and to set forth all standards of service offered to the public;
2. to plan, direct, control and determine the operation of services to be conducted by the employees of the City;
3. to determine the methods, means, and number of personnel needed to carry out the departments' missions;
4. to direct the work force;
5. to hire, assign, transfer, promote, suspend, discipline, or discharge at will, exempt employees;
6. to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
7. to move work in or out of the bargaining unit;
8. to make, publish and enforce rules and regulations;
9. to introduce new or improved methods, equipment, or facilities;
10. to contract out for goods and services;
11. to take any and all actions necessary to carry out the mission of the City in situations of civil emergency as may be declared by the City.

B. The parties recognize that this listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of employee relations not explicitly made the right of the Association by agreement. The parties acknowledge that the City may take unilateral action in any area as long as such action is not contrary to a provision in this Agreement.

C. The Mayor and City Council at all times maintain the sole authority to determine the purpose and mission of the City and the amount and allocation of the City's budget.

ARTICLE VI – WAGES

Section A – Salary Schedule/Direct Deposit

Employees shall be compensated in accordance with the salary schedule adopted by the City Council, which shall reflect the terms of this Agreement.

Payroll checks shall be issued exclusively by direct deposit into employees' bank or credit union accounts on established pay days.

Section B – New or Revised Positions

The City shall designate a salary range for new and revised positions in the bargaining unit. The parties recognize that due to the nature and level of these positions, the City has the unilateral responsibility to establish salary levels. Provided, however, that prior to establishment of the new or revised salary or the decision to not change the existing salary for a revised position, notification of the wage rate shall be sent to the Association for review and the City shall meet with the

Association to obtain its input into the salary. But the City shall make the final decision.

When an exempt position is established or revised, the City will develop a job description for the position, in accordance with Human Resources Department procedures. A copy of the job description shall be provided to the Association.

Section C – Established Positions

If an employee, the Association, or management believes the salary range for a classification is not appropriate, they may submit a written request for review, accompanied by supporting documentation, to the Human Resources Director.

The Human Resources Director shall, as appropriate, initiate the Salary Review Process to evaluate requests.

Section D – CDL Premium Pay

A premium of ten cents (\$.10) per hour will be paid to those employees who are in the random selection eligible drug testing pool due to having a CDL endorsement.

Section E – Holiday Pay

1. Employees shall receive eight (8) hours of holiday pay for each of the fixed holidays:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Native American Heritage Day – Day after Thanksgiving
- g. Christmas

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

In order to qualify for holiday pay, the members shall be in a paid status the normally scheduled shift of work immediately following the holiday. Employees who work other than a regular five (5) – eight (8) hour work schedule shall be granted up to ten (10) hours holiday pay for each fixed holiday.

2. **Floating Holidays:**

- 2.1 Employees hired prior to January 1st of a calendar year will receive six (6) floating holidays (total 48 hours) that may be used at any time during that calendar year.

All new employees hired between January 1st and the 3rd Monday in January shall receive six (6) floating holidays for that year.

All new employees hired from the 3rd Monday in January and June 19th shall receive five (5) floating holidays for that year.

All new employees hired from June 20th and the end of the year shall receive three (3) floating holidays for that year.

- 2.2 Until the City declares the birthday of Martin Luther King Jr. and Juneteenth as official holidays, employees shall not be required to deduct a floating holiday for those offices closed to the public, provided they choose to work on those days.
- 2.3 Floating holidays may not be carried into the next year, and unused floating holidays will not be paid out at termination.
- 2.4 Employees shall be allowed to use floating holiday time in the same manner as other leave except as otherwise stated.

Section F – All-Risk Mobilizations (*MOBEs*)

The participation of City employees in All Risk Mobilizations is in the best interest of the City, region, and state. When Association employees in the Fire Department are mobilized to an All Risk Mobilization, the City will compensate those employees based on the compensation factors the City is reimbursed for by the mobilizing agency (e.g. National Forest Service, Department of Natural Resources, Bureau of Land Management, etc.). If the mobilized employee is overtime exempt, they could become overtime eligible under the governing rules of reimbursement by the mobilizing agency. In cases where the City bills the agency for personnel time, the wages earned and subsequently reimbursed by the agency will be distributed to the employee.

Section G – Absences from Work

The City of Spokane and the Association agree to adopt the "salary basis" regulations adopted by the Washington State Department of Labor and Industries. It is generally understood that for salaried employees whose duties meet the independent judgment and discretion of the "duties" test under the Fair Labor Standards Act, it may often be necessary to work more than forty (40) hours per week to complete their tasks. With respect to instances in which a salaried employee's pay may be reduced if fewer hours are worked, the parties have agreed to the following:

1. If an employee performs no work at all in a particular workweek and the absence is not charged to an appropriate leave bank, the employee's salary will be deducted for the entire week.
2. If an employee takes time off for personal reasons other than sickness, accident, or the partial leave authorized in subsection 4 below, then the employee's available floating holiday, personal leave, vacation or compensatory time banks will be deducted for the time taken.
3. If an employee has exhausted all paid illness leave, and takes a whole day off for illness (except for industrial injury or disability) the employee's salary will be deducted for the entire day unless the absence is charged to an appropriate leave bank.
4. A salaried employee shall not have their leave banks reduced for scheduled and approved absences of less than four hours per day, except that if an employee is eligible for intermittent leave under the Family and Medical Leave Act, leave banks as appropriate will be deducted for partial day absences.
5. In the first and final weeks of employment, an employee's salary may be prorated for actual days worked.
6. Definitions and procedures will be administered per City policies and the appropriate collective bargaining agreements.

Section H – Working Out of Classification

1. In some instances when an employee is off work temporarily it is necessary to fill in behind that employee to efficiently accomplish the work of the City. Usually the employee called upon to fill in is in a different classification and a lower grade. The City benefits by having continuity in the work of the higher level position; the employee filling in benefits by gaining experience in a more responsible position.
2. When an employee is called upon to fill a temporary vacancy of at least one week in a higher level position and that employee performs the key duties of that higher level position, the City will pay that employee at the appropriate step of the salary range of the higher level position. Out-of-classification pay will apply beginning the first day of any one-week or longer out-of-classification assignment. In the case of unplanned out-of-classification assignments or those that unexpectedly extend to at least one week, out-of-classification pay will be provided retroactively to the first day of the assignment.
3. Selection for Out-of-Classification Assignments

- 3.1 An employee may work out-of-classification only when notified in advance by their supervisor to fill a vacancy in a higher level position or for special advanced approved projects.
- 3.2 Selections for out-of-classification assignments are to be made from the appropriate work group. In some cases the work group will be the entire department; in others, a division. And in still others, the work group will be a unit of a division. The guiding factors should be how discretely each work group functions and what the selection practice has been. To facilitate continuity of operations, out-of-classification assignments of less than a full shift shall be handled within the smallest work unit.
- 4. Out-of-classification assignments require the prior written approval of the Human Resources Director.
- 5. Payment for Out-of-Classification Assignments
 - 5.1 With the exception of employees being trained in a higher-level classification, an employee working in a higher classification for less than a full shift shall be paid on an hour-for-hour basis; an employee working at least half a shift in the higher classification shall receive the higher-level pay for the entire shift.
 - 5.2 An employee working out of classification shall be paid at the step of the salary range for the higher-level position that provides a one (1) step increase (figured at the higher salary range) over their permanent salary; however, if after computing a one (1) step increase the amount falls between two (2) steps, the employee will be paid at the higher step. In no event will an employee working out-of-classification be paid more than the top step for the higher-level position. For example, if the out-of-classification assignment is to a position that has \$1.10 per hour difference between the first two (2) steps, the employee would be placed in the lowest step that provides a \$1.10 increase, but not to exceed the top step.
 - 5.3 An employee working out-of-classification for six (6) consecutive workweeks or more will receive out-of-classification pay for all compensable time (e.g., vacation leave, sick leave) during the remainder of the higher level assignment (without retroactive adjustment for the first six weeks). An employee working out-of-classification for less than six (6) consecutive workweeks will receive out-of-classification pay only for hours worked in the higher-level classification.

- 5.4 No adjustment to an employee's salary shall be made while the employee receives training in a higher-level position.

6. PROJECT PAY

The Mayor or designee may authorize a flat biweekly payment to an employee who is required to perform a function or project that may or may not be outside of his/her normal work responsibilities and which requires the employee to work a substantial amount of extra work time. This sum will be paid each pay period during the work assignment. Requests for approval for the payment shall be in writing and state the circumstances that warrant the payment. The authorization shall require the prior written approval of the department head and the Human Resources Director, who will set the amount of additional compensation, subject to negotiations with the Association, for the function or project. The project will state a beginning and ending timeframe and must not exceed six (6) months. If an extension of time is needed, a new request must be submitted.

7. The Association shall be provided a copy of all out-of-classification and project pay requests for M&P employees approved by the Human Resources Director.

Section I – Range Changes

Employees whose job classification pay range has changed will be placed at the same step of the new range as they are in the current range.

ARTICLE VII – AT-WILL EMPLOYMENT

Employees exempt from Civil Service are at-will employees under the City Charter. This Agreement is not a contract of employment and creates no "cause" standard.

ARTICLE VIII – CONTINUITY OF CONDITIONS

Except as otherwise provided, all matters contained in written personnel policies, ordinances and applicable law that relate to wages, hours, and working conditions of employees, shall remain in effect through the term of this Agreement.

The City is not limited, confined or restricted by past practice, rule, custom, or regulation in carrying out its mission.

This Agreement shall not be interpreted to restrict the Association's right under state law to bargain the decision and impact of changes in subjects of bargaining where required by state law.

ARTICLE IX – HEALTH & WELFARE

Section A – Insurance Information

The parties shall work together to control future costs in employee medical, dental, life, and disability insurance coverage. The City shall provide, experience information concerning

premiums and claims paid on a quarterly basis and arrange for carrier representatives to meet with the Association upon request. The City shall provide the Association with copies of received quotes and proposed insurance rates within ten (10) business days of receipt and prior to the determination of the rates by the City, no later than one month prior to open enrollment.

The City will maintain the existing status quo on insurance for 2022 and 2023. The parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

Section B – Medical Insurance

Agreed-upon medical insurance contributions affecting employees is contained in Attachment B.

Section C – Dental Insurance

Agreed-upon dental insurance covering employees is contained in Attachment B.

Section D – Life Insurance

Agreed-upon life insurance covering employees is contained in Attachment B.

Section E – Long-Term Disability Insurance

Agreed-upon long-term disability insurance covering employees is contained in Attachment B.

Section F – Leave Sharing

Personnel Policy ADMIN-0620-09-28 will be applicable to employees represented by the Association with the following clarifications:

1. It is the policy of the City to permit non-uniformed employees (exempt, non-represented management and represented) to donate vacation time, sick leave and/or compensatory time to a non-uniformed co-worker who is suffering from or has an immediate family member suffering from a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, sick leave, compensatory time, and floating holidays, and who will imminently go on leave without pay or terminate City employment. "Immediate family" will be defined as spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.
2. An employee may receive leave under this program if the employee or immediate family member suffers from an illness, non-job-related injury or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.

An employee may receive leave under this program if the employee has an immediate family member living within the employee's immediate household that suffers from a severe or extraordinary non-job-related illness or injury; which has

caused or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment. Provided, however, that a doctor's certification is provided to the City in a timely manner.

3. An employee receiving the leave-sharing benefit shall receive no more than a total of one-hundred twenty (120) days of such leave during each ten (10) years of service beginning with the date of employment, which shall be non-cumulative, at the time of applying for leave sharing. However, the employee may be able to receive leave sharing beyond the established limit as mutually agreed by the Association and the City on a case-by-case basis.
4. Vacation and Sick Leave accrued while a member is in paid leave status due to the use of shared leave must be used as it is earned.

Section G – Illness Leave

1. An employee may use illness leave whenever they:
 - Cannot report to work due to personal illness or injury;
 - Have a personal or immediate family member's doctor or dentist appointment, if the family member is incapable of transporting self.
 - Have an emergency or illness involving a member of the employee's immediate family, if the family member is incapable of caring for self.

"Immediate family" for purposes of this section means spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.

Requests to use leave for other relatives shall be submitted to a committee composed of one (1) person from Human Resources, one (1) person from the department from which the request originated, and one (1) Association representative. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

2. Under RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, child, spouse, parent-in-law or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave-Sharing benefits is subject to the existing requirements and approval process as stated in Article IX, Section F. Leave covered by the Family Medical Leave Act (FMLA) is governed by City policy.

3. The bi-weekly accrual will be maintained at six (6) hours and split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve account. The reserve account may only be accessed for absences protected under the FMLA or absences resulting from on-the-job (OJI) injuries. For employees new to the City, during the first three (3) full years of their employment, no paperwork will be required to access the reserve FMLA/OJI account, only the exhaustion of their regular account. For purposes of payouts at separation, the two accounts will be merged and considered as one account.
4. As of January 1, 2023, the bi-weekly accrual will be combined to six (6) total hours and the split leave banks will be merged into a new, single account. Access to the single account will continue as is, and be used for absences protected under the FMLA or absences resulting from OJI.
5. Forty percent (40%) of an employee's accrued illness leave to a maximum of nine hundred sixty (960) hours shall be paid to the City employee upon retirement or to the employee's estate in the event of death. The amount of the accrued illness leave shall be calculated at the employee's rate of pay at the time of retirement or death. The maximum illness leave payment shall be $960 \text{ hrs.} \times 40\% = 384 \text{ hrs.}$
6. If an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, then the payout in subsection 5 will be increased to sixty percent (60%). The maximum leave payment would then become $960 \text{ hrs.} \times 60\% = 576 \text{ hrs.}$
7. An employee with a minimum of five (5) years of service with the City who terminates service in good standing (i.e. layoff, two (2) weeks' notice from employee) will receive a twenty-five percent (25%) payout of sick leave balance up to a maximum accrual of nine hundred sixty (960) hours.
8. Employees who suffer from severe or extraordinary non-job-related illnesses, injuries, or impairments will be eligible for an additional 960 hours (120 days) of paid leave every ten (10) years in accordance with the City's leave-share program, as described in the City's Administrative Policy and Procedure 0620-09-28.

Section H – Bereavement Leave

1. Employees shall be permitted to use up to and including five (5) days of any available paid leave, including illness leave, in the event of death in the immediate family. Two (2) additional days of paid leave may be used when the one-way travel is two-hundred fifty (250) miles or more. Additional leave may be granted upon request to Human Resources by an employee.
2. For this section only, "immediate family" shall be defined as spouse, domestic partner, parent, stepparent, child or stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household. Requests to receive leave for other persons may be submitted to Human Resources for approval.

Section I – Paid Family Leave

General – The City and the Association mutually agree that paid medical and family leave will be administered in compliance with State and Federal regulations.

Dependent Care Leave – An employee shall be permitted up to four weeks (160 hours) of illness leave to take care of a newborn child, recently adopted child, foster child, or a relative otherwise needing care. Upon employee request, the City and the Association shall bargain a Memorandum of Understanding to permit an employee to telework or work a modified schedule in lieu of using leave.

Section J – Personal Leave

1. GENERAL

All M&P-A members are considered "salaried" employees exempt from the Fair Labor Standards Act. Under the Fair Labor Standards Act, salaried employees are defined as executive, administrative or professional employees who are paid on a regular salary basis. As salaried employees, they are paid for a product and not for the hours required to accomplish their work. The City of Spokane offers personal leave to these employees in recognition of the fact that they typically put in more than forty (40) hours of work a week.

2. PERSONAL LEAVE

Each calendar year, employees will be credited with:

- a. forty (40) hours if hired by January 15;

- b. thirty (30) hours if hired between January 16 and March 31;
- c. twenty (20) hours if hired between April 1 and June 30;
- d. ten (10) hours if hired between July 1 and September 30;
- e. zero (0) hours if hired after September 30.

Permanent part-time employees receive personal leave on a pro-rata basis.

3. USE OF PERSONAL LEAVE

- 3.1 Employees are eligible to use personal leave from the date of hire when approved in advance by their supervisor or the person authorized to grant such leave.
- 3.2 Personal leave shall be scheduled so as not to interfere with the essential operating requirements of the City. Whenever practicable, personal leave shall be granted at the preference of the employee.
- 3.3 Employees may take personal leave in the same manner as other leave.
- 3.4 Personal leave shall not be carried over from one year to the next. Payment shall not be granted at the time of termination, retirement, or death in lieu of using personal leave.

Section K – Vacation Leave

Employees earn a number of paid vacation hours each pay period. The number of hours earned depends upon the employee's length of employment and the number of hours in a pay status. Vacation hours earned cannot exceed the maximum accrual listed below.

A new employee must first work a minimum of six (6) months before they become eligible to use paid vacation leave, unless approval is obtained by a supervisor to use it before six (6) months. Employees who leave City employment after six (6) months are entitled to cash payment for vacation leave up to the time of separation. Employees who leave City employment before the completion of six (6) months shall forfeit all vacation time accrued and are not eligible for cash payment.

Prior approval to use vacation leave must be obtained from the employee's supervisor so that proper scheduling of work can be accomplished.

Vacation is accrued at the following rates for Association employees:

Years of Service	Biweekly Accrual	Maximum Accrual
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First 4 years	3.70	200
Begin 5 th year	5.24	273.52
Begin 11 th year	5.55	289.72
Begin 12 th year	5.85	305.38
Begin 13 th year	6.16	321.56
Begin 14 th year	6.47	337.74
Begin 15 th year	6.78	353.92
Begin 20 th year	8.32	434.30
Begin 25 th year	9.00	434.30
Begin 30 th year	9.50	434.30

The first pay period in December, employees may elect to cash out up to 80 accrued vacation hours (so long as such cash out does not drop the employee's vacation bank below 80 hours).

Section L – Vacation & Illness Leave Banks

When negotiating with a highly qualified applicant it is allowed to offer up to forty (40) hours of vacation leave and/or up to forty (40) hours of illness leave as an initial drop into an employee leave bank. Approval for such additional leave must be secured from the Human Resources Director before being offered to the candidate.

ARTICLE X - GENERAL PROVISIONS

Section A – Contract Administration

This Agreement will be administered by individuals designated in writing by the City Administrator and the Association President.

Section B – Association Activities

1. Association officers, board members and staff representatives who need time away from their work to conduct Association business related to grievances, negotiations, or other related activities shall be afforded the necessary amount of time to conduct such business without loss of pay or any leave bank charged.
2. Association delegates who attend conferences or other training shall be specifically identified in writing at least ten (10) days prior to the proposed absence. The employees shall be granted paid leave for the period required to attend such functions, subject to supervisor and Human Resources Director approval, which shall not be unreasonably

withheld. Such leave shall not be charged against the employee's leave banks. This leave would not exceed more than five (5) days per employee per calendar year.

3. Electronic Devices – The City will permit Association representatives the use of electronic mail, fax machines, copiers, telephones, computers, cell phones, and video conference equipment to communicate regarding Association business. In no circumstances shall use of the City's equipment or systems interfere with the City's operations or result in additional expense to the City. The parties understand and agree that there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Relations Act.
4. Bulletin Boards – The City agrees to provide bulletin boards in areas accessible to employees for the use of Association representatives to post announcements of meetings, elections, and other materials.
5. The time spent on Association activities shall not adversely affect the employee's primary City position.

Section C – Non-Discrimination

The City shall not discriminate against any employee on the basis of permissible activity on behalf of, or membership in, the Association. The Association recognizes its responsibility as bargaining representative and shall represent all employees without discrimination, interference, restraint, or coercion. The parties shall comply with federal, state, and city discrimination laws and policies.

Section D – City Policies/Work Rules/Ethics Code

City policies/work rules approved by the Mayor or their designee shall apply to employees. Except as otherwise provided, policies/work rules in effect at the start of the contract term shall remain in effect for the term of this Agreement. Copies of new or modified policies/work rules that relate to wages, hours, and other working conditions of employment for employees shall be sent to the Association and are subject to negotiation pursuant to Article VII of this Agreement if requested. Policies/work rules that have been agreed to by the Association that directly contradict any Article, section or portion of this Agreement must become part of this Agreement by Supplemental Agreement to be enforceable.

The Code of Ethics contained in the Spokane Municipal Code shall apply to Association

members. Section E – Layoffs

Employees will be given four (4) weeks' notice prior to the effective date of the layoff for lack of work or lack of funds.

Section F – Supplemental Agreements

1. During the term of the Agreement, maintenance of contract items shall be through the use of Memoranda of Understanding. Supplemental Agreements shall be used to discuss items of cost. Memoranda of Understanding and Supplemental Agreements may only become part of this Agreement through a written document signed by representatives of the City and Association.
2. During negotiations for the next collective bargaining agreement the Parties shall determine whether to incorporate Memoranda of Understanding or Supplemental Agreements into the collective bargaining agreement or extend the Memorandum of Understanding or Supplemental Agreement. Any Memorandum of Understanding or Supplemental Agreement that is not included in the collective bargaining agreement or extended by the mutual agreement of the parties shall expire.

Section G – City Required Licenses/Certifications

With the exception of the basic driver's license, the City shall pay for licenses or certifications required by the City. When the employee has paid for the license or certification, the City shall reimburse the employee within 60 calendar days from the date of the receipt of the request to the employee's supervisor.

Section H – Uniforms & Personal Protective Equipment

Should the City require employees to utilize uniforms and/or personal protective equipment, it shall be furnished by the City and at City expense.

Section I – Non-Standard Work Schedules & Flex Time

The City may afford employees the opportunity to work non-standard work schedules. Alternative scheduling may be requested by an employee or their supervisor, and will be permitted solely at the discretion of the employee's supervisor.

With supervisor approval, employees shall be able to 'flex' the number of hours worked between work days. Flex time shall only be allowed in the same pay period.

Section J – Natural Disasters

In the event of a natural disaster, fire, or an event creating an emergency beyond the employee's control, the employee may, on request, be granted up to three (3) days leave of absence with full pay not charged to sick leave, vacation, or any other leave bank, to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, representatives

from the Association and the Human Resources Department will negotiate the matter and their decision will be final.

An employee wishing to receive administrative leave due to a natural disaster must, within 48 hours of returning to work, submit a written request on the appropriate form to the department head, furnishing all relevant details. The department head or designee shall investigate the circumstances and decide upon the request. The decision may be to approve all, part, or none of the request. Approved administrative leave shall be hour for hour. A copy of the request, whether approved in full or in part or disapproved, shall be sent to the Human Resources Department.

If the request is disapproved or only partially approved, the employee may appeal to the Human Resources Director who will negotiate the matter with the Association. That decision will be final.

Section K – Project Employees

1. Project Employees are defined as employees hired to perform a specific project or work which is non-recurring in nature or is created by an unforeseen event which will not exceed two (2) calendar years from the date of hire without review by the City and the Association.
2. Department requests for a Project Employee should be directed to the Human Resources Director. Upon receipt of a request, a meeting will be scheduled between representatives from the Association and the City, hereinafter “Project Committee”. The Project Committee will evaluate the request and determine if the position is a Project Employee.
3. If a position is approved, the Project Committee will determine if an existing M&P classification best identifies the project position and the corresponding salary range in the M&P pay plan. If an existing M&P classification does not exist, the Project Committee will agree upon an appropriate M&P salary range. The Project Committee shall determine which step within the agreed-upon salary range to place the Project Employee.
3. M&P Project Employees will pay union dues as determined by M&P.
5. M&P Project Employees shall receive annual cost of living salary adjustments at the same time and in the same level as regular M&P employees.
6. M&P Project Employees may receive one step increase on the anniversary date of the person being hired (or placed in HRS classification #850). The step increase is contingent upon a one-year progress report being provided by the manager of the Project Employee to the Project Committee.
7. M&P Project Employees shall receive holiday pay for the same holidays as regular

Association members as identified in Artc. VI, Section E (1). In order to qualify for holiday pay, the Project Employee must be in a paid status the normally scheduled shift of work immediately following the holiday.

8. Except as provided above, Project Employees shall have all other rights and responsibilities afforded M&P temporary seasonal employees.

Section L – Employees’ Retirement System

The Spokane Employees’ Retirement System (SERS) exists for the benefit of the employees/retirees. The Association agrees to all of the Spokane Municipal Code, Chapter 03.05, provisions regarding SERS.

SERS Contributions: The contribution rate to the retirement system as of the effective date of this contract is 10.25%, paid by each employee and matched by the City.

Effective upon agreement by all other impacted bargaining units, the contribution rate may be adjusted further as follows:

Subject to approval by the Retirement Board and the City Council, in the event that an official actuarial report prepared at the direction of the Retirement Board indicates that the current total contributions are less than the employee contributions plus the Actuarially Determined Employer Contribution Rate, the City may increase employee and City retirement contributions by up to 1% of annual pay without further negotiation. Increases pursuant to this section are limited to one increase per calendar year.

Additionally, subject to approval by the Retirement Board and the City Council, in the event that an actuarial report indicates that the Plan has reached 100% funded status, the City may decrease employee and City contributions by up to 1% of annual pay without further negotiations. Decreases pursuant to this section are limited to one decrease per calendar year.

SERS Benefit Tiers:

Tier 1: Employees hired prior to January 1, 2009, shall be entitled to elect at the time of retirement whether to receive the Tier 1, Tier 2, Tier 3, or Tier 4 benefit. The Tier 1 benefit is described in full in the Spokane Municipal Code, Section 03.05.160, and the key provisions are as follows:

1. Retirement benefit of 2.15% of the employee’s highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 64.5% (30 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with 5 years of creditable service, or at age 62.

Tier 2 (Rule of 75): Employees hired on or after January 1, 2009, but before January 1, 2015,

shall be entitled to elect at the time of retirement whether to receive the Tier 2, Tier 3, or Tier 4 benefit. The Tier 2 benefit is described in full in the Spokane Municipal Code, Section 03.05.165, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 75, or at age 62.

Tier 3 (Rule of 80): Employees hired on or after January 1, 2015, but before January 1, 2018, shall be entitled to elect at the time of retirement whether to receive the Tier 3 or Tier 4 benefit. The Tier 3 benefit is described in full in the Spokane Municipal Code, Section 03.05.166, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 80, or at age 65.

Tier 4 (Rule of 90): Employees hired on or after January 1, 2018, shall receive the Tier 4 benefit, assuming all other impacted bargaining units have agreed to adopt Tier 4 by that date. The key provisions of the Tier 4 benefit are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 80% (40 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50 with the employee's age plus years of creditable service equaling at least 90 or at age 65.
4. If an employee retires with less than 30 years of service, an Early Retirement Factor of 2.5% will be applied for each year under age 65.
5. For calculation of the employee's highest consecutive three-year average compensation, overtime compensation will be capped at 120% of an employee's annual base salary.

Section M – Tuition Reimbursement

The City and Association agree to follow the City's personnel policy on Tuition Reimbursement, subject to the following modification:

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's request shall be reviewed for approval by the Department Head and the Human Resources Department, and such approval shall not be unreasonably denied.

ARTICLE XI – LABOR-MANAGEMENT

Section A - Labor-Management Meetings

Association and City representatives shall conduct labor-management meetings for the purpose of resolving issues that arise, including but not limited to:

1. Application and interpretation of the collective bargaining agreement; and
2. Claims that a party has violated the collective bargaining agreement or any law related to public employment or collective bargaining.

Meetings will be scheduled on a monthly basis or additionally as-needed.

All labor-management meetings may be conducted virtually or in-person, according to the needs and preferences of both parties.

Section B - Labor-Management Issues

In furtherance of the Parties' ongoing efforts to resolve outstanding Labor-Management issues and backlog, the Parties commit to continue utilizing the Labor-Management process to resolve matters during the term of the collective bargaining agreement. Accordingly, the Parties agree to table the following topics and proposals from the bargaining of this collective bargaining agreement for continued discussion and bargaining in monthly Labor-Management meetings:

- Teleworking and Telecommuting
- Complaint Disclosures
- Temporary Workers

- On-Call Pay
- Vacation and Illness Leave Banks – New Hire PTO
- Health and Wellness Hours/Program
- Working Out of Class and Project Pay
- Pay Structure for Overtime Eligible Employees
- Backpay for Reclassified Employees

Section C – Grievance Procedure

A grievance is a claim by an employee covered by this Agreement, or by the Association, that the City has violated an express provision of this Agreement or an existing working condition covered by the terms of this Agreement, including discipline.

Step 1

The grievance shall first be presented in writing by the employee or the Association to the immediate supervisor or Human Resources within twenty-one (21) working days of the alleged violation. Every effort will be made to resolve the grievance at this step. The immediate supervisor or Human Resources shall have ten (10) working days to issue a written decision.

A written grievance must contain the following:

- a. The nature of the grievance;
- b. A statement of the alleged facts upon which the grievance is based, including dates and times if known;
- c. The specific Article(s) of the contract alleged to be violated; and
- d. The specific requested relief.

Step 2

If the grievance is not resolved in Step 1, the Association may submit the grievance in writing to the Human Resources Director within twenty-one (21) working days after receipt of the Step 1 response. The Human Resources Director shall investigate, consider the grievance, and provide a written response to the Association within twenty-one (21) working days after submission by the Association. The Step 2 response shall grant the grievance or deny it in whole or in part. If the grievance is denied in whole or in part, the written response shall specify the reasons for the denial (in whole or in part) of the grievance.

Step 3

If resolution is not reached in entirety at Step 2, the grievance may be moved to Step 3 by the Association, in writing, within fifteen (15) working days after receipt of the Step 2 response. Step 3 is to be filed with the City Administrator, who may call for and

require a meeting of the parties if they deem it advisable to do so.

Within fifteen (15) working days after submission of the Step 3 grievance to the City Administrator (twenty (20) working days if the City Administrator requires a meeting of the parties), the City Administrator shall provide a written response to the Step 3 grievance, granting the grievance or denying it in whole or in part. If the grievance is denied in whole or in part, the specific reasons for the denial (in whole or in part) must be clearly set forth in the Step 3 response. No amendments to the grievance shall be permitted after Step 3, unless by mutual agreement by the Association and City, in writing.

The processing of the grievance shall follow the steps in the order written above, provided, however, by mutual agreement of the parties, that any of the above steps may be skipped to expedite the process to resolution.

Step 4

If the matter remains unresolved and the Association desires to submit the grievance to arbitration, the Association must submit a written demand for arbitration to the City Administrator within thirty (30) calendar days after receipt of the Step 3 response.

Within ten (10) working days of the City's receipt of the Association's demand for arbitration, representatives of the Association and the City shall begin the selection process of an arbitrator. The parties shall first attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree on an arbitrator, then the Association shall request a list of seven (7) names of northwest arbitrators from the Public Employment Relations Commission. The parties shall alternately strike names from the list until one (1) name remains. That person shall be selected as the arbitrator to hear the grievance. The arbitrator's decision will be final and binding upon the parties.

All costs of the arbitrator will be split equally between the Association and the City.

2. City of Spokane Grievance Procedure

Step 1

The Human Resources Director on behalf of the City may file a grievance with the Association President or Staff Representative within fifteen (15) days of occurrence or the date on which they first became aware of it. The Association President or Staff Representative shall within fifteen (15) working days provide a written response to the Human Resources Director. Before going to Step 2, the parties shall discuss the grievance at a meeting and review all pertinent facts and information in an effort to resolve the grievance through conciliation.

Step 2

If the grievance is not settled at Step 2, it shall be submitted in writing by the Human Resources Director within ten (10) working days after the date of the conciliation meeting to the City Administrator or his/her designee. The City Administrator shall provide a written answer within fifteen (15) working days of receipt of the grievance.

Step 3

If the grievance is not settled at Step 2, either party may pursue any civil remedies available to it.

3. Failure to Comply With Time Limits

Failure of the employee/Association to comply with the time limits and other requirements set forth will serve to move the grievance to the next step. Failure of the City to comply with the time limits set forth above will allow the employee/Association to move the grievance to the next step. The time limits specified at any step may be extended by mutual agreement of the parties.

4. Release Time

All grievances shall be heard during the employees' normal workday. Association representatives may investigate and process grievances on City time. However, they shall obtain permission of their immediate supervisor before leaving their place or station of work to do so. Association representatives shall use judgment in deferring action or investigation on grievances when the progress of work is critical.

ARTICLE XII - DEFERRED COMPENSATION

The City will match up to two hundred dollars (\$200) per month to an employee's contribution to deferred compensation.

In order to qualify for the matching contribution, the employee must be making a contribution to the deferred compensation program. Also, the employee must be making a contribution of the minimum required or at least as much as the matching contribution in order to get the full match.

ATTACHMENT A

WAGES

Base Pay

Wage and Compensation Study – Both parties agree that the City shall perform a wage and compensation study, and that both parties shall bargain and carry out the plan for implementation of the results of such study during the remaining term of this collective bargaining agreement. The study will be implemented prospectively upon completion. Additional details relative to the study, including but not limited to, the consultant selected, the timeline for completion of the study, and the methodology of the compensation study and analysis shall be shared with M&P and discussed in Labor Management.

Wages:

- a. 2022 Wages: Effective the pay period that includes 01/01/2022 – five percent (5%) increase for all steps and ranges.
- b. 2023 Wages: Effective the pay period that includes 01/01/2023 – five percent (5%) increase for all steps and ranges.
- c. 2024 Wages: Effective the pay period that includes 01/01/2024 – four percent (4%) increase for all steps and ranges.
- d. 2025 Wages: Effective the pay period that includes 01/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2023 – August 2024 CPI-U (Seattle/Tacoma/Bellevue) and the August 2023 – August 2024 CPI-W (West B/C), subject to a minimum wage increase of two and one half percent (2.5%) and a maximum wage increase of four (4%).
- e. 2026 Wages: Effective the pay period that includes 01/01/2026 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2024 – August 2025 CPI-U (Seattle/Tacoma/Bellevue) and the August 2024 – August 2025 CPI-W (West B/C), subject to a minimum wage increase of one percent (1%) and a maximum wage increase of three (3%).

Longevity Pay

Longevity Pay will be paid as follows:

Years of Service	Longevity Pay
5 years	\$.10 per hour
10 years	\$.15 per hour
15 years	\$.20 per hour
20 years	\$.25 per hour
25 years	\$.30 per hour
30 years	\$.35 per hour
35 years	\$.40 per hour
40 years	\$.50 per hour

Longevity pay shall be paid bi-weekly as it is earned. Longevity pay shall be applied to all hours in a base pay status, including vacation and sick leave hours, but excluding on-call pay, and shall be included in the “regular rate” for overtime purposes.

Eligibility for longevity pay is based on the length of service with the City. Employees separating from City service will be paid longevity pay to their date of separation.

ATTACHMENT B

INSURANCE

The parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

Medical Insurance

Permanent part-time employees who work at least twenty (20) hours per week but less than thirty (30) hours per week and who have worked for the City at least six (6) consecutive months shall have access to medical and dental insurance at one-hundred percent (100%) employee cost plus a medical and/or dental administration fee (currently \$25/month and subject to change annually). If an employee drops coverage they are not eligible for re-enrollment until the re-enrollment period during the following calendar year. Full-time employees are eligible for medical insurance under the payment terms described below, beginning the first day of the month following 30 days of employment.

Domestic Partner coverage will be available to employees meeting the definitions and following the affidavit procedures outlined in Spokane Municipal Code Chapter 03.09.

2022 - 2023

1. City contributions for City Plan VII and Kaiser/Group Health Plan V will be capped at a 6% increase over the prior year's City contributions.
2. If total medical costs are projected to increase by more than 10% in 2023, changes to medical that would lower the cost increase will be negotiated at the request of either party. If the Association membership does not ratify the changes, the members will pay any increase over the City cap to contributions.

Health Risk Assessment

Employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee waived (i.e. it will be paid by the City department rather than by the employee).

Health Risk Assessment surveys for existing employees shall be completed during Open Enrollment to have the following year's monthly fee waived. For example: Employees who do not complete Health Risk Assessment surveys during Open Enrollment 2017, will be charged the monthly fee January – December 2018.

Health Risk Assessments for new employees shall be completed by the time their medical benefits begin (the first of the month following one month of service) to have the remainder of the year's monthly fee waived.

Retirees' Medical Insurance

Retirees will have the option of City Plan I and a Kaiser Permanente Retiree plan. The City will blend retirees and active employees to determine rates for the retiree medical plans.

Association retirees who are on the retiree medical plans will no longer receive the subsidy after the existing fund is depleted.

Dental Insurance

Employee pays \$5.00 of Dental premium per month.

Employees will participate in the Washington Dental Service Preferred Provider Option (PPO) plan, keeping the level of coverage at \$1,500 per year.

Life Insurance

The City will provide employee life insurance coverage equal to one and one-half times the employee's annual salary to a maximum of \$150,000. The City will provide \$7,500 life insurance for spouses and \$3,000 for dependent children.

Long-Term Disability Insurance

The City will provide long-term disability insurance for employees.

APPENDIX A

City of Spokane Managerial & Professional Association – Exempt A

TITLE

ASSISTANT CITY ATTORNEY I
ASSISTANT CITY ATTORNEY II
ASSISTANT CITY ATTORNEY III
ASSISTANT CITY ATTORNEY IV
ASSISTANT FLEET SERVICES DIRECTOR
ASSISTANT RETIREMENT DIRECTOR
BUILDING OFFICIAL
BUSINESS AND DEVELOPMENT PROGRAM MANAGER
CAPITAL PROGRAMS COORDINATOR
CHANNEL 5 DIRECTOR
CHIEF ACCOUNTANT
CHIEF ASSISTANT CITY PROSECUTOR
CHIEF PROBATION OFFICER
CITY CLERK
CITY ENGINEER
CITY PROSECUTOR
COMMUNITY, HOUSING, AND HUMAN SERVICES DIRECTOR
COMMUNITY, HOUSING, AND HUMAN SERVICES OPERATIONS MANAGER
CUSTOMER SERVICE PROGRAM DIRECTOR
DEPUTY CITY CLERK
DEPUTY DIRECTOR, POLICE RECORDS AND EVIDENCE FACILITY
DEVELOPMENT SERVICES CENTER DIRECTOR
DIRECTOR OF CODE ENFORCEMENT AND PARKING SERVICES
DIRECTOR OF ENGINEERING SERVICES
DIRECTOR OF NEIGHBORHOOD SERVICES
DIRECTOR OF THE OFFICE OF CIVIL RIGHTS, EQUITY, AND INCLUSION
DIRECTOR OF PURCHASING AND CONTRACTS
DIRECTOR OF SOLID WASTE MANAGEMENT
DIRECTOR OF STRATEGIC INITIATIVES AND DEVELOPMENT
DIVISION COMMUNICATIONS MANAGER
ETHICS COMPLIANCE AND OVERSIGHT OFFICER
FACILITIES DIRECTOR
FLEET SERVICES DIRECTOR
HEARING EXAMINER
HISTORIC PRESERVATION OFFICER
PARKS BUDGET AND FINANCE DIRECTOR

PARKS EXECUTIVE OFFICER
PLANNING OPERATIONS MANAGER
PLANNING SERVICES DIRECTOR
PROJECT AND CONSTRUCTION MANAGER
PUBLIC DEFENDER
RECREATION DIRECTOR
RIVERFRONT PARK DIRECTOR
SENIOR COMMUNITY, HOUSING AND HUMAN SERVICES MANAGER
STRATEGIC DEVELOPMENT DIRECTOR
UTILITIES DIVISION CUSTOMER SERVICE PROGRAM MANAGER
WASTEWATER DIRECTOR
WATER AND HYDROELECTRIC SERVICES DIRECTOR
WATER SYSTEM AND HYDROELECTRIC PLANT MANAGER

SIGNATURE PAGE

DATED THIS ____ DAY OF _____, 2022.

CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
City Administrator

Terri Pfister
City Clerk

Tonya Wallace
Director, Finance and Administration

Approved as to Form:

Lynden Smithson
City Attorney

CITY OF SPOKANE MANAGERIAL AND PROFESSIONAL ASSOCIATION:

Samantha Johnson
President

Jon Klapp
Vice President

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

11/07/2022

Date Rec'd

10/25/2022

Clerk's File #

OPR 2022-0794

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**

MIKE PICCOLO 6237

Project #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0620 MANAGERIAL & PROFESSIONAL ASSOCIATION COLLECTIVE BARGAINING AGREEMENT

Agenda Wording

Managerial & Professional Association Collective Bargaining Agreement (Managerial B) 2022-2026

Summary (Background)

Managerial & Professional Association Collective Bargaining Agreement (Managerial B) 2022-2026

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

PIES 10/24/2022

Division Director

PICCOLO, MIKE

Council Sponsor

CM Kinnear & CM Stratton

Finance

WALLACE, TONYA

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CITY OF SPOKANE

**MANAGERIAL & PROFESSIONAL
ASSOCIATION**

MANAGERIAL - B

2022-2026

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CONTRACT
between
THE CITY OF SPOKANE
and
CITY OF SPOKANE
MANAGERIAL & PROFESSIONAL ASSOCIATION

MANAGERIAL - B
2022-2026

This Agreement is between the **CITY OF SPOKANE**, a Washington State municipal corporation, (hereinafter referred to as the "City") and the **CITY OF SPOKANE MANAGERIAL & PROFESSIONAL ASSOCIATION**, (hereinafter referred to as the "Association").

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to functions and obligations of the City to retain its right to operate the City government effectively in a responsible and efficient manner consistent with law; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire understanding covering wages, hours, and working conditions of employment; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with City operations.

The parties agree as follows:

EMBODIMENT

The Agreement expresses the entire written understanding of the parties. Oral statements shall not explain, vary or contradict its express terms. Any amendments to this Agreement must be in writing and signed by both parties.

Each party had the unlimited right and opportunity to make demands and proposals during the negotiations which preceded the Agreement, with respect to any topic not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the term of the Agreement, the parties voluntarily and unqualifiedly waive such right and agree that they are not obligated to bargain collectively with respect to any matter specifically referred to or settled during the course of these negotiations. Should any Article, section, or portion of this Agreement conflict with any City policy, rule, or regulation, this Agreement shall take precedence.

In the event any provision of the Agreement is made invalid by applicable legislation, or declared

unenforceable by a court of competent jurisdiction, such action shall not invalidate the entire Agreement and all other provisions shall remain in full force and effect. The parties shall immediately attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

ARTICLE I – TERM OF AGREEMENT

Section A – Term of Agreement

This Agreement shall become effective on January 1, 2022 and continue in full force and effect through December 31, 2026.

Section B – Contract Negotiations

Negotiations for a successor Agreement shall begin by written notice by either party.

Section C – Conduct of Negotiations

Negotiations will be conducted at a time and place mutually agreeable to the parties. The City and the Association mutually agree to set up a bargaining calendar. The City and the Association shall endeavor at the end of each negotiation session to set up a time and place for the next meeting.

If no agreement is reached, either party may petition the Public Employment Relations Commission to provide an unbiased third party mediator.

It is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts or other interruptions of work while the dispute is being considered by the mediator. The parties agree to continue bargaining in good faith with the mediator's assistance to reach a resolution of the impasse. Any opinions given by the mediator shall be given due consideration but will not be final and binding on either party.

ARTICLE II – RECOGNITION

Section A – Bargaining Representative

For purpose of administration, this Agreement shall pertain to the positions of all classified managers and classified professionals, excluding the Mayor's clerical staff, elected officials, confidential employees per state law (as determined by the Public Employment Relations Commission or by mutual agreement of the City and Association), and all other employees of the City. The City recognizes the Association as the sole and exclusive bargaining representative for the purpose of establishing wages, hours, and working conditions of employment for all positions in the bargaining unit listed in the Appendix "A" (hereinafter referred to as the "employees").

Section B – Confidential Employees

The parties recognize the following employees as confidential in nature and excluded from the

bargaining unit:

All tiers of Human Resources Analyst
All tiers of Benefits Specialists
Administrative Secretary/Clerk IV (Human Resources)
Chief Examiner (Civil Service)

All other employees in Human Resources and Civil Service will remain in the bargaining unit.

Section C – Dues

1. The City shall deduct, twice each month, dues from the pay of those employees who have opted-in to membership with the Association. The amounts to be deducted shall be certified to the City by the Association Treasurer. The aggregate deduction of all employees will be remitted monthly together with an itemized statement to the Association Treasurer.
2. Collective Support. Employees understand that dues and/or fees are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the Association to improve wages and working conditions generally. Unit employees collectively agree that financial support of the Association is fair, necessary, and integral to the success of this Agreement.

Section D – Association Representatives

The names of persons selected as Association representatives shall be provided in writing to the City by the Association.

Section E – New & Terminated Employees

1. The City shall furnish the Association with a monthly listing of promoted, hired, or terminated employees covered by the Agreement. The listing shall contain the employees' names, job classifications, and work locations.
2. **Employment Information** – The City agrees to supply the Association the names of all new hires, persons entering the bargaining unit, and/or persons performing work covered by this Agreement prior to the individual's start date performing work covered by the Agreement. This list will include the employee's name, date of employment, job classification, department, and work location.
3. **Access to New Members** – The City will facilitate Association access to all newly hired employees and/or persons entering the bargaining unit within ninety (90) calendar days of such hire or entry eligibility into the unit. The City will allow the Association at least thirty (30) minutes to meet with such individuals during the employee's normal working hours at their usual worksite or a mutually agreed upon location.

ARTICLE III – PRODUCTIVITY

City management and employees shall work together individually and collectively to meet the production requirements of each City department, to provide the public with efficient and courteous service, to encourage good employee attendance, and to promote a climate of labor relations that

will aid and achieve a high level of efficiency in all aspects of City government.

ARTICLE IV – ASSOCIATION SECURITY

Section A – Membership

The City shall make each new employee eligible for membership in the bargaining unit aware that the Association is the exclusive bargaining representative for the Employee's position. Employees may choose to become a voting (dues-paying) member of the Association. The City agrees to make payroll deductions for regular dues and assessments and/or agency fees upon receipt of signed opt-in from the employee on the form supplied by the Association. All employees covered by this agreement who opt to become voting members of the Association shall remain members in good standing unless they complete the Association's opt-out form indicating their decision to opt-out of the Association and cease dues and/or deductions. Only dues-paying members in good standing may run for and be elected to seats on the Association's Executive Board.

New employees shall default to opt-out status if an opt-in form is not completed within thirty (30) calendar days of employment or within five (5) business days of the employee's New Employee Orientation, whichever is longer. Opt-out by existing employees must be verified by a signed opt-out form as provided by the Association. Within five (5) business days of receipt of a signed opt-out form, the Association will notify the City to cease monthly deductions for that employee. Resignations submitted only to the City will be considered valid and will operate to terminate dues deductions with notice from the City to the Association.

Section B – Indemnification

The Association agrees to defend, indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article if the City's action or inaction was pursuant to the Association's improper request.

ARTICLE V – MANAGEMENT RIGHTS

Section A –The City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. These rights include, but are not limited to, the right:

1. to determine the City's mission and policy and to set forth all standards of service offered to the public;
2. to plan, direct, control and determine the operation of services to be conducted by the employees of the City;
3. to determine the methods, means, and number of personnel needed to carry out the departments' missions;
4. to direct the work force;

5. to hire, assign, transfer, promote, suspend, discipline, or discharge at will, exempt employees;
6. to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
7. to move work in or out of the bargaining unit;
8. to make, publish and enforce rules and regulations;
9. to introduce new or improved methods, equipment, or facilities;
10. to contract out for goods and services;
11. to take any and all actions necessary to carry out the mission of the City in situations of civil emergency as may be declared by the City.

Section B – The parties recognize that this listing of management rights is not exclusive and that management retains the right to exercise exclusive control in any area of employee relations not explicitly made the right of the Association by agreement. The parties acknowledge that the City may take unilateral action in any area as long as such action is not contrary to a provision in this Agreement.

Section C – The Mayor and City Council at all times maintain the sole authority to determine the purpose and mission of the City and the amount and allocation of the City's budget.

ARTICLE VI - WAGES

Section A – Salary Schedule / Direct Deposit

Employees shall be compensated in accordance with the salary schedule adopted by the City Council, which shall reflect the terms of this Agreement.

Payroll checks shall be issued exclusively by direct deposit into employees' bank or credit union accounts on established pay days.

Section B – New or Revised Positions

The City shall designate wage rates for new and revised positions within thirty (30) days of that occurrence. Notification of the wage rate shall be sent to the Association. If the Association disagrees with the wage rate and wishes to negotiate, they shall advise the Human Resources Director within ten (10) working days after receipt of notification.

If the two parties cannot reach an agreement within ten (10) working days, the matter will be referred to the Salary Review Committee composed of two (2) appointees of the Association and two (2) appointees of the City Administrator. These four (4) will appoint the fifth member of the committee.

When an exempt position is established or revised, the City will develop a job description for the position, in accordance with Human Resources Department procedures. A copy of the job description will be provided to the Association.

Section C – Established Positions

If an employee, the Association, or management believes that a classification specification does not accurately reflect the duties and responsibilities of the classification, a Classification Review and/or Job Survey may be requested as provided in Civil Service Rule III, Sections 2 and 3. If such Classification Review and/or Job Survey results in a revised classification specification, Human Resources shall automatically conduct a point factor analysis on the revised classification. The point factor analysis shall be submitted to the Association for concurrence. If the City and Association cannot reach agreement on the appropriate salary for the classification, the issue shall be submitted to mediation per the contractual impasse procedure.

Section D – CDL Premium Pay

A premium of ten cents (\$.10) per hour will be paid those employees who are in the random selection eligible drug testing pool due to having a CDL endorsement.

Section E – Holiday Pay

1. Employees shall receive eight (8) hours of holiday pay for each of the fixed holidays:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Native American Heritage Day – Day after Thanksgiving
- g. Christmas

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

In order to qualify for holiday pay, the members shall be in a paid status the normally scheduled shift of work immediately following the holiday. Employees who work other than a regular five (5) – eight (8) hour work schedule shall be granted up to ten (10) hours holiday pay for each fixed holiday.

2. Floating Holidays:

2.1 Employees hired prior to January 1st of a calendar year will receive six (6) floating holidays (total 48 hours) that may be used at any time during that calendar year.

All new employees hired between January 1st and the 3rd Monday in January shall receive six (6) floating holidays for that year.

All new employees hired from the 3rd Monday in January and June 19th shall receive five (5) floating holidays for that year.

All new employees hired from June 20th and the end of the year shall receive three (3) floating holidays for that year.

- 2.2 Until the City declares the birthday of Martin Luther King Jr. and Juneteenth as official holidays, employees shall not be required to deduct a floating holiday for those offices closed to the public, provided they choose to work on those days.
- 2.3 Floating holidays may not be carried into the next year, and unused floating holidays will not be paid out at termination.
- 2.4 Employees shall be allowed to use floating holiday time in the same manner as other leave except as otherwise stated.

Section F – All-Risk Mobilizations (*MOBEs*)

The participation of City employees in All Risk Mobilizations is in the best interest of the City, region, and state. When Association employees in the Fire Department are mobilized to an All Risk Mobilization, the City will compensate those employees based on the compensation factors the City is reimbursed for by the mobilizing agency (e.g.) National Forest Service, Department of Natural Resources, Bureau of Land Management, etc). If the mobilized employee is overtime exempt, they could become overtime eligible under the governing rules of reimbursement by the mobilizing agency. In cases where the City bills the agency for personnel time, the wages earned and subsequently reimbursed by the agency will be distributed to the employee.

6. PROJECT PAY

The Mayor or designee may authorize a flat biweekly payment to an employee who is required to perform a function or project that may or may not be outside of their normal work responsibilities and which requires the employee to work a substantial amount of extra work time. This sum will be paid each pay period during the work assignment. Requests for approval for the payment shall be in writing and state the circumstances that warrant the payment. The authorization shall require the prior written approval of the department head and the Human Resources Director, who will set the amount of additional compensation, subject to negotiations with the Association, for the function or project. The project will state a beginning and ending timeframe and must not exceed six (6) months. If an extension of time is needed, a new request must be submitted.

7. The Association shall be provided a copy of all out-of-classification and project pay requests for M&P employees approved by the Human Resources Director.

Section H – Absences From Work

The City of Spokane and the Association agree to adopt the "salary basis" regulations adopted by the Washington State Department of Labor and Industries. It is generally understood that for salaried employees whose duties meet the independent judgment and discretion of the "duties" test under the Fair Labor Standards Act, it may often be necessary to work more than forty (40) hours per week to complete their tasks. With respect to instances in which a salaried employee's pay may be reduced if fewer hours are worked, the parties have agreed to the following:

1. If an employee performs no work at all in a particular workweek and the absence is not charged to an appropriate leave bank, the employee's salary will be deducted for the entire week.
2. If an employee takes time off for personal reasons other than sickness, accident, or the partial leave authorized in subsection 4 below, then the employee's available floating holiday, personal leave, vacation or compensatory time banks will be deducted for the time taken.
3. If an employee has exhausted all paid illness leave, and takes a whole day off for illness (except for industrial injury or disability) the employee's salary will be deducted for the entire day unless the absence is charged to an appropriate leave bank.
4. A salaried employee shall not have their leave banks reduced for scheduled and approved absences of less than four hours per day, except that if an employee is eligible for intermittent leave under the Family and Medical Leave Act, leave banks as appropriate will be deducted for partial day absences.
5. In the first and final weeks of employment, an employee's salary may be prorated for actual days worked.
6. Definitions and procedures will be administered per City policies and the appropriate collective bargaining agreements.

Section G – Working Out of Classification

1. In some instances when an employee is off work temporarily it is necessary to fill in behind that employee to efficiently accomplish the work of the City. Usually the employee called upon to fill in is in a different classification and a lower grade. The City benefits by having continuity in the work of the higher level position; the employee filling in benefits by gaining experience in a more responsible position.
2. When an employee is called upon to fill a temporary vacancy of at least one week in a higher level position and that employee performs the key duties of that higher level position, the City will pay that employee at the appropriate step of the salary

range of the higher-level position. Out-of-classification pay will apply beginning the first day of any one-week or longer out-of-classification assignment. In the case of unplanned out-of-classification assignments or those that unexpectedly extend to at least one week, out-of-classification pay will be provided retroactively to the first day of the assignment.

3. Selection for Out-of-Classification Assignments

3.1 An employee may work out-of-classification only when notified in advance by their supervisor to fill a vacancy in a higher-level position or for special advanced approved projects. Selection for out-of-classification assignments shall be made in the following order:

- a. The employee who has passed and is currently on the Civil Service promotion list for the position to be filled. If more than one (1) employee in the work group is on the Civil Service promotion list, selection shall be made in order of standing on the promotion list.
- b. If no employee in the work group is on the Civil Service promotion list for the position to be filled, the employee who has the seniority for the position and is fully qualified to perform the duties of that position.

3.2 Selections for out-of-classification assignments are to be made from the appropriate work group. In some cases the work group will be the entire department; in others, a division. And in still others, the work group will be a unit of a division. The guiding factors should be how discretely each work group functions and what the selection practice has been. To facilitate continuity of operations, out-of-classification assignments of less than a full shift shall be handled within the smallest work unit.

4. Out-of-classification assignments require the prior written approval of the Human Resources Director.

5. Payment for Out-of-Classification Assignments

5.1 With the exception of employees being trained in a higher-level classification, an employee working in a higher classification for less than a full shift shall be paid on an hour-for-hour basis; an employee working at least half a shift in the higher classification shall receive the higher level pay for the entire shift.

5.2 An employee working out-of-classification shall be paid at the step of the salary range for the higher level position that provides a one (1) step increase (figured at the higher salary range) over their permanent salary; however, if after computing a one (1) step increase the amount falls

between two (2) steps, the employee will be paid at the higher step. In no event will an employee working out-of-classification be paid more than the top step for the higher-level position. For example, if the out-of-classification assignment is to a position that has \$1.10 per hour difference between the first two (2) steps, the employee would be placed in the lowest step that provides a \$1.10 increase, but not to exceed the top step.

- 5.3 An employee working out-of-classification for six (6) consecutive workweeks or more will receive out-of-classification pay for all compensable time (e.g., vacation leave, sick leave) during the remainder of the higher level assignment (without retroactive adjustment for the first six weeks). An employee working out-of-classification for less than six (6) consecutive workweeks will receive out-of-classification pay only for hours worked in the higher level classification.
- 5.4 No adjustment to an employee's salary shall be made while the employee receives training in a higher-level position.

Section I – On-Call Pay

The parties agree to discuss possible revisions to the below on-call pay provisions in labor-management meetings. If no agreement regarding on-call pay is reached, either party may petition the Public Employment Relations Commission to provide an unbiased third party mediator.

1. On-call duty may become a condition of employment for new employees, but will be optional for existing employees.
2. On-call pay will be limited to those employees as agreed to by the Association, the department head and the Human Resources Director.
3. On-call time as defined by the Department of Labor is time spent by employees off the premises engaged in their own pursuits where the employee must remain available to be called back to work on short notice if the need arises.
4. Compensation will be as follows:

Hourly Employees:

Hourly employees will receive \$3.50 per hour while on-call. The period of on-call is time outside of an employee's regularly scheduled shift, including City-recognized holidays. Hourly employees shall also receive personal leave, compensatory time or overtime pay in accordance with this Agreement or City policy as appropriate for actual time worked.

Salaried Employees:

Salaried employees will receive \$3.50 per hour while on-call. The period of on-call is time outside of an employee's regularly scheduled shift, including City-recognized holidays.

5. The normal expected response time to answer a pager or phone for the on-call employee is within fifteen (15) minutes of being called unless otherwise agreed. Failure to respond within this time period could lead to disciplinary action. The nature of the emergency will determine the appropriate length of time for the response.
6. It will be the responsibility of the scheduled on-call employee to find a substitute, if needed, and to obtain supervisor approval of the replacement.

Section J – Range Changes

Employees who change pay ranges will be placed at the same step of the new range as they are in the current range.

ARTICLE VII – CONTINUITY OF CONDITIONS

Except as otherwise provided, all matters contained in written personnel policies, ordinances and applicable law that relate to wages, hours, and working conditions of employees, shall remain in effect through the term of this Agreement.

The City is not limited, confined or restricted by past practice, rule, custom, or regulation in carrying out its mission.

This Agreement shall not be interpreted to restrict the Association's right under state law to bargain the decision and impact of changes in subjects of bargaining where required by state law.

ARTICLE VIII - HEALTH & WELFARE

Section A – Insurance Information

The parties shall work together to control future costs in employee medical, dental, life, and disability insurance coverage. The City shall provide, experience information concerning premiums and claims paid on a quarterly basis and arrange for carrier representatives to meet with the Association upon request. The City shall provide the Association with copies of received quotes and proposed insurance rates within ten (10) business days of receipt and prior to the determination of the rates by the City, no later than one month prior to open enrollment.

The City will maintain the existing status quo on insurance for 2022 and 2023. The parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

Section B – Medical Insurance

Agreed-upon medical insurance contributions affecting employees is contained in Attachment B.

Section C – Dental Insurance

Agreed-upon dental insurance covering employees is contained in Attachment B.

Section D – Life Insurance

Agreed-upon life insurance covering employees is contained in Attachment B.

Section E – Long-Term Disability Insurance

Agreed-upon long-term disability insurance covering employees is contained in Attachment B.

Section F – Leave Sharing

Personnel Policy ADMIN-0620-09-28 will be applicable to employees represented by the Association with the following clarifications:

1. It is the policy of the City to permit non-uniformed employees (exempt, non-represented management and represented) to donate vacation time, sick leave and/or compensatory time to a non-uniformed co-worker who is suffering from or has an immediate family member suffering from a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, sick leave, compensatory time, and floating holidays, and who will imminently go on leave without pay or terminate City employment. "Immediate family" will be defined as spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.
2. An employee may receive leave under this program if the employee or immediate family member suffers from an illness, non-job-related injury or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.

An employee may receive leave under this program if the employee has an immediate family member living within the employee's immediate household that suffers from a severe or extraordinary non-job-related illness or injury; which has caused or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment. Provided, however, that a doctor's certification is provided to the City in a timely manner.

3. An employee receiving the leave-sharing benefit shall receive no more than a total of one-hundred twenty (120) days of such leave during each ten (10) years of service beginning with the date of employment, which shall be non-cumulative, at the time of applying for leave sharing. However, the employee may be able to

receive leave sharing beyond the established limit as mutually agreed by the Association and the City on a case-by-case basis.

4. Vacation and Sick Leave accrued while a member is in paid leave status due to the use of shared leave must be used as it is earned.

Section G – Illness Leave

1. An employee may use illness leave whenever they:
 - Cannot report to work due to personal illness or injury;
 - Have a personal or immediate family member's doctor or dentist appointment, if the family member is incapable of transporting self.
 - Have an emergency or illness involving a member of the employee's immediate family, if the family member is incapable of caring for self.

"Immediate family" for purposes of this section means spouse, domestic partner, parent, stepparent, child, stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household.

Requests to use leave for other relatives shall be submitted to a committee composed of one (1) person from Human Resources, one (1) person from the department from which the request originated, and one (1) Association representative. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

2. Under RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, child, spouse, parent-in-law or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave-Sharing benefits is subject to the existing requirements and approval process as stated in Article IX, Section F. Leave covered by the Family Medical Leave Act (FMLA) is governed by City policy.
3. The bi-weekly accrual will be maintained at six (6) hours and split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve account. The reserve account may only be accessed for absences protected under the FMLA or absences resulting from on-the-job (OJI) injuries. For employees new to the City, during the first three (3) full years of their employment, no paperwork will be required to access the reserve FMLA/OJI account, only the exhaustion of their regular account. For purposes of payouts at separation, the two accounts will be merged and considered as one account.

4. As of January 1, 2023, the bi-weekly accrual will be combined to six (6) total hours and the split leave banks will be merged into a new, single account. Access to the single account will continue as is, and be used for absences protected under the FMLA or absences resulting from OJI.
5. Forty percent (40%) of an employee's accrued illness leave to a maximum of nine hundred sixty (960) hours shall be paid to the City employee upon retirement or to the employee's estate in the event of death. The amount of the accrued illness leave shall be calculated at the employee's rate of pay at the time of retirement or death. The maximum illness leave payment shall be $960 \text{ hrs.} \times 40\% = 384 \text{ hrs.}$
6. If an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, then the payout in subsection 5 will be increased to sixty percent (60%). The maximum leave payment would then become $960 \text{ hrs.} \times 60\% = 576 \text{ hrs.}$
7. An employee with a minimum of five (5) years of service with the City who terminates service in good standing (i.e. layoff, two (2) weeks' notice from employee) will receive a twenty-five percent (25%) payout of sick leave balance up to a maximum accrual of nine hundred sixty (960) hours.
8. Employees who suffer from severe or extraordinary non-job-related illnesses, injuries, or impairments will be eligible for an additional 960 hours (120 days) of paid leave every ten (10) years in accordance with the City's leave-share program, as described in the City's Administrative Policy and Procedure 0620-09-28.

Section H – Bereavement Leave

1. Employees shall be permitted to use up to and including five (5) days of any available paid leave, including illness leave, in the event of death in the immediate family. Two (2) additional days of paid leave may be used when the one-way travel is two-hundred fifty (250) miles or more. Additional leave may be granted upon request to Human Resources by an employee.
2. For this section only, "immediate family" shall be defined as spouse, domestic partner, parent, stepparent, child or stepchild, sibling or step-sibling, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or more distant relatives if living as a member of the employee's immediate household. Requests to receive leave for other persons may be submitted to Human Resources for approval.

Section I – Paid Family Leave

General – The City and the Association mutually agree that paid medical and family leave will

be administered in compliance with State and Federal regulations.

Dependent Care Leave – An employee shall be permitted up to four weeks (160 hours) of illness leave to take care of a newborn child, recently adopted child, foster child, or a relative otherwise needing care. Upon employee request, the City and the Association shall bargain a Memorandum of Understanding to permit an employee to telework or work a modified schedule in lieu of using leave.

Section J –Personal Leave

1. GENERAL

The City of Spokane offers personal leave to these employees in recognition of the fact that they typically put in more than forty (40) hours of work a week.

2. PERSONAL LEAVE

Each calendar year beginning January 1, 2024, employees will be credited with:

- a. forty (40) hours if hired by January 15;
- b. thirty (30) hours if hired between January 16 and March 31;
- c. twenty (20) hours if hired between April 1 and June 30;
- d. ten (10) hours if hired between July 1 and September 30;
- e. zero (0) hours if hired after September 30.

Permanent part-time employees receive personal leave on a pro-rata basis.

3. USE OF PERSONAL LEAVE

3.1 Employees are eligible to use personal leave from the date of hire when approved in advance by their supervisor or the person authorized to grant such leave.

3.2 Personal leave shall be scheduled so as not to interfere with the essential operating requirements of the City. Whenever practicable, personal leave shall be granted at the preference of the employee.

3.3 Employees may take personal leave in the same manner as other leave.

3.4 Personal leave shall not be carried over from one year to the next. Payment shall not be granted at the time of termination, retirement, or death in lieu of using personal leave.

Section K – Salaried and Hourly Status

1. Salaried Employees

Most of the City's managerial and professional employees are considered "salaried" employees exempt from the Fair Labor Standards Act. Under the Fair Labor Standards Act, salaried employees are defined as executive, administrative or professional employees who are paid on a regular salary basis. As salaried employees, they are paid for their work product and not for the hours required to accomplish their work. Therefore, salaried employees are often allowed and/or required to work flexible schedules, which may be more or less than forty (40) hours per week to adapt to variable workloads.

- a. If a salaried employee believes that a supervisor has unreasonably denied a flexible or variable work schedule, the employee shall formalize the requested schedule in writing (including e-mail). The supervisor shall respond in writing (including e-mail) with specific reasons why such request is denied. If the employee continues to believe the supervisor has acted unreasonably, the employee shall notify the Association.
- b. If a supervisor believes that an employee has unreasonably refused to work a flexible or variable work schedule that is necessary to produce the required work product, the supervisor shall formalize the required schedule in writing (including e-mail). The employee shall respond in writing (including e-mail) with specific reasons why the employee refused to work the required schedule. If the supervisor continues to believe the employee has acted unreasonably, the supervisor shall notify Human Resources.
- c. Upon receipt of notification that there has been an alleged unreasonable denial or refusal regarding a flexible work schedule, either the Association or Human Resources shall raise the issue for discussion in the next regularly scheduled labor-management meeting. If the issue is not resolved in labor-management meetings, it may proceed through either the grievance or disciplinary process, as appropriate.

2. Hourly Employees

"Hourly" employees are not exempt from the Fair Labor Standards Act, and receive overtime at the rate of time and one-half for hours worked over forty in a workweek. Hourly employees who have accrued compensatory time will be cashed out at a rate of one and one-half.

3. Notification of Status

The Human Resources Department shall notify the Association whenever the designation of exempt/non-exempt status has been made for a newly created position or a change to an existing exempt/non-exempt position.

Section L – Vacation Leave

Employees earn a number of paid vacation hours each pay period. The number of hours earned depends upon the employee's length of employment and the number of hours in a pay status. Vacation hours earned cannot exceed the maximum accrual listed below.

A new employee must first work a minimum of six (6) months before they become eligible to use paid vacation leave, unless approval is obtained by a supervisor to use it before six (6) months. Employees who leave City employment after six (6) months are entitled to cash payment for vacation leave up to the time of separation. Employees who leave City employment before the completion of six (6) months shall forfeit all vacation time accrued and are not eligible for cash payment.

Prior approval to use vacation leave must be obtained from the employee's supervisor so that proper scheduling of work can be accomplished.

Vacation is accrued at the following rates for all Association employees:

Years of Service	Biweekly Accrual	Maximum Accrual
First 4 years	3.70	200
Begin 5 th year	5.24	273.52
Begin 11 th year	5.55	289.72
Begin 12 th year	5.85	305.38
Begin 13 th year	6.16	321.56
Begin 14 th year	6.47	337.74
Begin 15 th year	6.78	353.92
Begin 20 th year	8.32	434.30
Begin 25 th year	9.00	434.30
Begin 30 th year	9.50	434.30

The first pay period in December, employees may elect to cash out up to 80 accrued vacation hours (so long as such cash out does not drop the employee's vacation bank below 80 hours).

Section M – Vacation & Illness Leave Banks

When negotiating with a highly qualified applicant it is allowed to offer up to forty (40) hours of vacation leave and/or up to forty (40) hours of illness leave as an initial drop into an employee's leave bank. Approval for such additional leave must be secured from the Human Resources Director before being offered to the candidate.

ARTICLE IX – GENERAL PROVISIONS

Section A – Contract Administration

This Agreement will be administered by individuals designated in writing by the City Administrator

and the Association President.

Section B – Association Activities

1. Association officers, board members and staff representatives who need time away from their work to conduct Association business related to grievances, negotiations, or other related activities shall be afforded the necessary amount of time to conduct such business without loss of pay or any leave bank charged.
2. Association delegates who attend conferences or other training shall be specifically identified in writing at least ten (10) days prior to the proposed absence. The employees shall be granted paid leave for the period required to attend such functions, subject to supervisor and Human Resources Director approval, which shall not be unreasonably withheld. Such leave shall not be charged against the employee's leave banks. This leave would not exceed more than five (5) days per employee per calendar year.
3. Electronic Devices – The City will permit Association representatives the use of electronic mail, fax machines, copiers, telephones, computers, cell phones, and video conference equipment to communicate regarding Association business. In no circumstances shall use of the City's equipment or systems interfere with the City's operations or result in additional expense to the City. The parties understand and agree that there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Relations Act.
4. Bulletin Boards – The City agrees to provide bulletin boards in areas accessible to employees for the use of Association representatives to post announcements of meetings, elections, and other materials.
5. The time spent on Association activities shall not adversely affect the employee's primary City position.

Section C – Non-Discrimination

The City shall not discriminate against any employee on the basis of permissible activity on behalf of, or membership in, the Association. The Association recognizes its responsibility as bargaining representative and shall represent all employees without discrimination, interference, restraint, or coercion. The parties shall comply with federal, state, and city discrimination laws and policies.

Section D – City Policies/Work Rules/Ethics Code

City policies/work rules approved by the Mayor or their designee shall apply to employees. Except as otherwise provided, policies/work rules in effect at the start of the contract term shall remain in effect for the term of this Agreement. Copies of new or modified policies/work rules that relate to wages, hours, and other working conditions of employment for employees shall be sent to the Association and are subject to negotiation pursuant to Article VII of this Agreement if requested. Policies/work rules that have been agreed to by the Association that directly contradict any Article,

section or portion of this Agreement must become part of this Agreement by Supplemental Agreement to be enforceable.

The Code of Ethics contained in the Spokane Municipal Code shall apply to Association members.

Section E – Layoffs

Employees will be given four (4) weeks' notice prior to the effective date of the layoff for lack of work or lack of funds.

Section F – Civil Service Employment

The Civil Service Commission has the authority to promulgate rules which are binding on classified employees, unless the terms of this Agreement are different from the rule, in which case this Agreement governs.

The Rule of Three applies to all Association positions that have more restrictive rules of appointment under the Civil Service Rules. For all Rule of Three positions, the appointing officer shall select from the three highest candidates on the Civil Service eligibility list the one that the appointing officer determines is best qualified for the position. The two candidates from the top three who are not selected shall not be considered as being passed over and will have no right to appeal the selection.

Section G – Supplemental Agreements

1. During the term of the Agreement, maintenance of contract items shall be through the use of Memoranda of Understanding. Supplemental Agreements shall be used to discuss items of cost. Memoranda of Understanding and Supplemental Agreements may only become part of this Agreement through a written document signed by representatives of the City and Association.
2. During negotiations for the next collective bargaining agreement the Parties shall determine whether to incorporate Memoranda of Understanding or Supplemental Agreements into the collective bargaining agreement or extend the Memorandum of Understanding or Supplemental Agreement. Any Memorandum of Understanding or Supplemental Agreement that is not included in the collective bargaining agreement or extended by the mutual agreement of the parties shall expire.

Section H – City Required Licenses/Certifications

With the exception of the basic driver's license, the City shall pay for licenses or certifications required by the City. When the employee has paid for the license or certification, the City shall reimburse the employee within 60 calendar days from the date of the receipt of the request to the employee's supervisor.

Section I – Uniforms & Personal Protective Equipment

Should the City require employees to utilize uniforms and/or personal protective equipment, it shall

be furnished by the City and at City expense.

Section J – Non-Standard Work Schedules & Flex Time

The City may afford the employees the opportunity to work non-standard work schedules. Alternative scheduling may be requested by an employee or their supervisor, and will be permitted solely at the discretion of the employee's supervisor.

With supervisor approval, employees shall be able to 'flex' the number of hours worked between work days. Flex time shall only be allowed in the same pay period.

Section K – Natural Disasters

In the event of a natural disaster, fire, or an event creating an emergency beyond the employee's control, the employee may, on request, be granted up to three (3) days leave of absence with full pay not charged to sick leave, vacation, or any other leave bank, to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, representatives from the Association and the Human Resources Department will negotiate the matter and their decision will be final.

An employee wishing to receive administrative leave due to a natural disaster must, within forty-eight (48) hours of returning to work, submit a written request on the appropriate form to the department head, furnishing all relevant details. The department head or designee shall investigate the circumstances and decide upon the request. The decision may be to approve all, part, or none of the request. Approved administrative leave shall be hour for hour. A copy of the request, whether approved in full or in part or disapproved, shall be sent to the Human Resources Department.

If the request is disapproved or only partially approved, the employee may appeal to the Human Resources Director who will negotiate the matter with the Association. That decision will be final.

Section L – Project Employees

The Civil Service rules for the City provide for the hiring of "Project Employees". Project employee is defined as an "employee hired to perform a specific project or work, which is non-recurring in nature or is created by an unforeseen event which will not exceed two (2) calendar years from the date of hire without review by the Civil Service Commission."

1. Department requests for a Project Employee should be directed to the Civil Service Commission. Upon receipt of a request, a meeting will be scheduled between a representative from Civil Service, Human Resources, and the Association. The Project Committee will evaluate the request and determine if the position is a Project Employee.
2. If a position is approved, the Project Committee will determine if an existing M&P classification best identifies the project position and the corresponding salary range

in the M&P pay plan. If an existing M&P classification does not exist, the Project Committee will agree upon an appropriate M&P salary range. The Project Committee shall determine which step within the agreed upon salary range to place the Project Employee.

3. M&P Project Employees will pay union dues as determined by M&P.
4. M&P Project Employees shall receive overtime pay in accordance with the Fair Labor Standards Act.
5. M&P Project Employees shall receive annual cost of living salary adjustments at the same time and in the same level as regular M&P employees.
6. M&P Project Employees may receive one step increase on the anniversary date of the person being hired (or placed in HRS classification #850). The step increase is contingent upon a one-year progress report being provided by the manager of the Project Employee to the Project Committee.
7. M&P Project Employees shall receive holiday pay for the same holidays as Association members. In order to qualify for holiday pay, the Project Employee must be in a paid status the normally scheduled shift of work immediately following the holiday.
8. Except as provided above, M&P Project Employees shall have all other rights and responsibilities afforded M&P temporary seasonal employees.

Section M – Employees’ Retirement System

The Spokane Employees’ Retirement System (SERS) exists for the benefit of the employees/retirees. The Association agrees to all of the Spokane Municipal Code, Chapter 03.05, provisions regarding SERS.

SERS Contributions: The contribution rate to the retirement system as of the effective date of this contract is 10.25%, paid by each employee and matched by the City.

Effective upon agreement by all other impacted bargaining units, the contribution rate may be adjusted further as follows:

Subject to approval by the Retirement Board and the City Council, in the event that an official actuarial report prepared at the direction of the Retirement Board indicates that the current total contributions are less than the employee contributions plus the Actuarially Determined Employer Contribution Rate, the City may increase employee and City retirement contributions by up to 1% of annual pay without further negotiation. Increases pursuant to this section are limited to one increase per calendar year.

Additionally, subject to approval by the Retirement Board and the City Council, in the event that an actuarial report indicates that the Plan has reached 100% funded status, the City may decrease employee and City contributions by up to 1% of annual pay without further negotiations. Decreases pursuant to this section are limited to one decrease per calendar year.

SERS Benefit Tiers:

Tier 1: Employees hired prior to January 1, 2009, shall be entitled to elect at the time of retirement whether to receive the Tier 1, Tier 2, Tier 3, or Tier 4 benefit. The Tier 1 benefit is described in full in the Spokane Municipal Code, Section 03.05.160, and the key provisions are as follows:

1. Retirement benefit of 2.15% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 64.5% (30 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with 5 years of creditable service, or at age 62.

Tier 2 (Rule of 75): Employees hired on or after January 1, 2009, but before January 1, 2015, shall be entitled to elect at the time of retirement whether to receive the Tier 2, Tier 3, or Tier 4 benefit. The Tier 2 benefit is described in full in the Spokane Municipal Code, Section 03.05.165, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive two-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 5 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 75, or at age 62.

Tier 3 (Rule of 80): Employees hired on or after January 1, 2015, but before January 1, 2018, shall be entitled to elect at the time of retirement whether to receive the Tier 3 or Tier 4 benefit. The Tier 3 benefit is described in full in the Spokane Municipal Code, Section 03.05.166, and the key provisions are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 70% (35 years).
2. Employees are vested after 7 years.
3. Employees may retire at age 50, with the employee's age plus years of creditable service equaling at least 80, or at age 65.

Tier 4 (Rule of 90): Employees hired on or after January 1, 2018, shall receive the Tier 4 benefit, assuming all other impacted bargaining units have agreed to adopt Tier 4 by that date. The key provisions of the Tier 4 benefit are as follows:

1. Retirement benefit of 2% of the employee's highest consecutive three-year average compensation for each year of creditable service, up to a maximum of 80% (40 years).
2. Employees are vested after 7 years.

3. Employees may retire at age 50 with the employee's age plus years of creditable service equaling at least 90 or at age 65.
4. If an employee retires with less than 30 years of service, an Early Retirement Factor of 2.5% will be applied for each year under age 65.
5. For calculation of the employee's highest consecutive three-year average compensation, overtime compensation will be capped at 120% of an employee's annual base salary.

Section N – Tuition Reimbursement

The City and Association agree to follow the City's personnel policy on Tuition Reimbursement, subject to the following modification:

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's request shall be reviewed for approval by the department head and the Human Resources Department, and such approval shall not be unreasonably denied.

ARTICLE X – LABOR-MANAGEMENT

Section A - Labor-Management Meetings

Association and City representatives shall conduct labor-management meetings for the purpose of resolving issues that arise, including but not limited to:

1. Application and interpretation of the collective bargaining agreement; and
2. Claims that a party has violated the collective bargaining agreement or any law related to public employment or collective bargaining..

Meetings will be scheduled on a monthly basis or additionally as-needed.

All labor-management meetings may be conducted virtually or in-person, according to the needs and preferences of both parties.

Section B - Labor-Management Issues

In furtherance of the Parties' ongoing efforts to resolve outstanding Labor-Management issues and backlog, the Parties commit to continue utilizing the Labor-Management process to resolve matters during the term of the collective bargaining agreement. Accordingly, the Parties agree to table the following topics and proposals from the bargaining of this collective bargaining agreement for continued discussion and bargaining in monthly Labor-Management meetings:

- Teleworking and Telecommuting
- Complaint Disclosures
- Temporary Workers
- On-Call Pay
- Vacation and Illness Leave Banks – New Hire PTO
- Health and Wellness Hours/Program
- Working Out of Class and Project Pay
- Pay Structure for Overtime Eligible Employees
- Backpay for Reclassified Employees

Section C – Grievance Procedure

1. Employee/Association Grievance Procedure

A grievance is a claim by an employee covered by this Agreement, or by the Association, that the City has violated an express provision of this Agreement or an existing working condition covered by the terms of this Agreement, including discipline.

A classified employee may file a grievance over any suspension, reduction in rank, or discharge through either the Civil Service Commission or the provisions of this Agreement, but not both. A classified employee may file with the Civil Service Commission without Association participation if the employee so chooses. The procedure for a grievance is as described below.

Step 1

The grievance shall first be presented in writing by the employee or the Association to the immediate supervisor or Human Resources within twenty-one (21) working days of the alleged violation. Every effort will be made to resolve the grievance at this step. The immediate supervisor or Human Resources shall have ten (10) working days to issue a written decision.

A written grievance must contain the following:

- a. The nature of the grievance;
- b. A statement of the alleged facts upon which the grievance is based, including dates and times if known;
- c. The specific Article(s) of the contract alleged to be violated; and
- d. The specific requested relief.

Step 2

If the grievance is not resolved in Step 1, the Association may submit the grievance in writing to the Human Resources Director within twenty-one (21) working days after receipt of the Step 1 response. The Human Resources Director shall investigate, consider the grievance, and provide a written response to the Association within twenty-one (21) working days after submission by the Association. The Step 2 response shall grant the grievance or deny it in whole or in part. If the grievance is denied in whole or in part, the written response shall specify the reasons for the denial (in whole or in part) of the grievance.

Step 3

If resolution is not reached in entirety at Step 2, the grievance may be moved to Step 3 by the Association, in writing, within fifteen (15) working days after receipt of the Step 2 response. Step 3 is to be filed with the City Administrator, who may call for and require a meeting of the parties if they deem it advisable to do so.

Within fifteen (15) working days after submission of the Step 3 grievance to the City Administrator (twenty (20) working days if the City Administrator requires a meeting of the parties), the City Administrator shall provide a written response to the Step 3 grievance, granting the grievance or denying it in whole or in part. If the grievance is denied in whole or in part, the specific reasons for the denial (in whole or in part) must be clearly set forth in the Step 3 response. No amendments to the grievance shall be permitted after Step 3, unless by mutual agreement by the Association and City, in writing.

The processing of the grievance shall follow the steps in the order written above, provided, however, by mutual agreement of the parties, that any of the above steps may be skipped to expedite the process to resolution.

Step 4

If the matter remains unresolved and the Association desires to submit the grievance to arbitration, the Association must submit a written demand for arbitration to the City Administrator within thirty (30) calendar days after receipt of the Step 3 response.

Within ten (10) working days of the City's receipt of the Association's demand for arbitration, representatives of the Association and the City shall begin the selection process of an arbitrator. The parties shall first attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree on an arbitrator, then the Association shall request a list of seven (7) names of northwest arbitrators from the Public Employment Relations Commission. The parties shall alternately strike names from the list until one (1) name remains. That person shall be selected as the arbitrator to hear the grievance. The arbitrator's decision will be final and binding upon the parties.

All costs of the arbitrator will be split equally between the Association and the City.

2. City of Spokane Grievance Procedure

Step 1

The Human Resources Director on behalf of the City may file a grievance with the Association President or Staff Representative within fifteen (15) days of occurrence or the date on which they first became aware of it. The Association President or Staff Representative shall within fifteen (15) working days provide a written response to the Human Resources Director. Before going to Step 2, the parties shall discuss the grievance at a meeting and review all pertinent facts and information in an effort to resolve the grievance through conciliation.

Step 2

If the grievance is not settled at Step 2, it shall be submitted in writing by the Human Resources Director within ten (10) working days after the date of the conciliation meeting to the City Administrator or his/her designee. The City Administrator shall provide a written answer within fifteen (15) working days of receipt of the grievance.

Step 3

If the grievance is not settled at Step 2, either party may pursue any civil remedies available to it.

3. Failure to Comply With Time Limits

Failure of the employee/Association to comply with the time limits and other requirements set forth will serve to move the grievance to the next step. Failure of the City to comply with the time limits set forth above will allow the employee/Association to move the grievance to the next step. The time limits specified at any step may be extended by mutual agreement of the parties.

4. Release Time

All grievances shall be heard during the employees' normal workday. Association representatives may investigate and process grievances on City time. However, they shall obtain permission of their immediate supervisor before leaving their place or station of work to do so. Association representatives shall use judgment in deferring action or investigation on grievances when the progress of work is critical.

Section D - Counseling by Supervisor:

Counseling is not considered discipline for purposes of progressive discipline. Supervisors

are encouraged to counsel their employees to recognize and/or improve their performance, particularly when performance or conduct drops below that which is acceptable. Such counseling is informal and should be corrective in nature. At the supervisor's discretion, counseling sessions may be reduced to writing either on the Record of Counseling form, Work/Performance Improvement Plan, or other memorandum form. The employee should sign the document and shall be given a copy of it. A copy should also be kept in the departmental files; no other copy shall be distributed.

Documentation of a counseling session may not be used as a basis for, or considered when determining the level of disciplinary action against the employee. The only basis the documentation serves is to substantiate that the employee was acknowledged for exemplary behavior or notified of a deficiency and of corrective action needed.

When the deficiency has been corrected to the supervisor's satisfaction, the departmental copy of the Record of Counseling or memorandum shall be destroyed and the employee so notified. Any Record of Counseling or memorandum documenting a counseling session shall be considered null and void one (1) year after its date and removed from the employee's file.

Section E - Discipline

- 1. Introduction:** Disciplinary procedures, including predisciplinary hearings and access to the grievance procedure, apply only to permanent employees. Termination of a probationer on an original-entrance appointment or failure of a probationer on promotion probation shall not be considered a disciplinary action. If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee or the public.

The City will continue to administer discipline in accordance with the "Just Cause" concept. Disciplinary action shall include only the following:

- Verbal reprimand
- Written reprimand
- Suspension
- Demotion for cause
- Discharge

Should the City choose to initiate the disciplinary process against any employee, such action must be initiated within thirty (30) working days from the date the City became aware of the alleged incident or the right to initiate such disciplinary action may be waived by the Human Resources Department.

- 2. Right of Appeal:** Permanent employees (completed probation) shall have the right to take up suspension and/or discharge as a grievance if probation

requirements have been met. Employees who are suspended or terminated by the City of Spokane and exercise their right to appeal under the terms of the grievance procedure shall submit their grievance at Step 2 of the Grievance Procedure with submission of the grievance to the Human Resources Director, with a copy to the appropriate department head of the suspended or terminated employee. Such grievance shall be submitted at Step 2 by the Association President within twenty (20) working days of the termination of employment unless an extension of time is agreed to by the parties.

3. **Right of Petition:** With the exception stated in Section E(1) above, any probationary employee who has not met the minimum service requirements and is discharged shall have the opportunity, upon request, for a hearing with the Human Resources Director or designated representative from the Human Resources Department. However, this decision shall not be subject to the grievance procedure. The Association representative shall have the opportunity to be present at this hearing. If the Human Resources Director or the designated representative agrees with the employee and the Association representative that an injustice has occurred, every effort will be made to provide an equitable remedy.

Section F - Predisciplinary Hearings:

1. The Human Resources Department shall be notified of any need of a predisciplinary hearing. The Human Resources Department shall arrange for the predisciplinary hearing by coordinating the date and time of the hearing with the Association President or designee and the affected department. Each hearing will be held in accordance with the current personnel policy (HR-19) as published by the City of Spokane and signed by the City Administrator, and state and federal law.
2. If a supervisor or other employee conducts an investigatory interview with an employee suspected of wrongdoing, the supervisor or other employee at the outset shall notify the employee of their right to Association representation.
3. Predisciplinary hearings shall be conducted before an employee receives a written reprimand, is suspended, demoted, or discharged for cause. Predisciplinary hearings are not required before an employee is verbally reprimanded. Predisciplinary hearings are required also if at the end of the investigation the probable disciplinary action is in doubt.
4. Any employee that is asked to submit to a predisciplinary hearing shall be advised of their right to Association representation if they so choose.

5. In any predisciplinary hearing, the employee will under no circumstances be required to testify against their interests. The nature of the hearing is such that each employee is encouraged to answer all questions in an open and honest manner so as to provide all parties with a clear understanding of the facts.
6. Prior to the hearing, the employee and representative shall be provided any and all documentation relative to the instance(s) giving rise to the predisciplinary hearing. Copies of any counseling forms that are an outgrowth of a predisciplinary hearing will be forwarded to the Association President or designee.
7. If requested, the employee and representative shall be given a reasonable amount of time (not less than ten (10) working days) to respond to any and all allegations relative to the purpose of the hearing. The employee may respond in writing, if desired, and the predisciplinary hearing shall be recessed until the response is prepared.
8. Predisciplinary hearings shall be conducted in a manner to cause the least embarrassment to the employee, and the parties to the predisciplinary hearing shall not discuss any matters from the hearing with other employees, supervisors or management, unless they are specifically involved in the predisciplinary hearing or have information relative to the case at hand.
9. The use of predisciplinary hearings shall supersede and take precedence over any department rule, policy or procedure.
10. An employee may be placed on administrative leave with pay pending disciplinary action. Such leave will not be considered a suspension.

Section G - Retention of Records:

Disciplinary actions will be kept in the personnel files for the time period listed below:

Letters of Suspension	3 years
Letters of Reprimand	2 years

After the expiration of the retention time periods and similar incidences have not occurred, records shall be considered void. The employee may also request records that are void be returned to them.

The above time periods shall serve as a minimum standard that Management may, based on the severity of the offense, extend by a statement in the disciplinary paperwork.

When a Civil Service appeal or a contractual grievance process results in a final determination that a disciplinary action was inappropriate and is overturned or if disciplinary action does not occur, all copies of the overturned letter of suspension or reprimand shall be removed from City and Civil Service files and destroyed.

Section H - Confidentiality:

Any discipline issued under this article shall be a confidential matter between the City and employee, not to be discussed, posted or otherwise disseminated. Discipline is not meant to embarrass, but to correct.

ARTICLE XII – DEFERRED COMPENSATION

The City will match up to one-hundred and fifty dollars (\$150) per month to an employee's contribution to deferred compensation.

In order to qualify for the matching contribution, the employee must be making a contribution to the deferred compensation program. Also, the employee must be making a contribution of the minimum required or at least as much as the matching contribution in order to get the full match.

ATTACHMENT A

WAGES

Base Pay

Wage and Compensation Study – Both parties agree that the City shall perform a wage and compensation study, and that both parties shall bargain and carry out the plan for implementation of the results of such study during the remaining term of this collective bargaining agreement. The study will be implemented prospectively upon completion. Additional details relative to the study, including but not limited to, the consultant selected, the timeline for completion of the study, and the methodology of the compensation study and analysis shall be shared with M&P and discussed in Labor Management.

Wages:

- a. 2022 Wages: Effective the pay period that includes 01/01/2022 – five percent (5%) increase for all steps and ranges.
- b. 2023 Wages: Effective the pay period that includes 01/01/2023 – five percent (5%) increase for all steps and ranges.
- c. 2024 Wages: Effective the pay period that includes 01/01/2024 – two and three quarters percent (2.75%) increase for all steps and ranges.
- d. 2025 Wages: Effective the pay period that includes 01/01/2025 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2023 – August 2024 CPI-U (Seattle/Tacoma/Bellevue) and the August 2023 – August 2024 CPI-W (West B/C), subject to a minimum wage increase of two and one half percent (2.5%) and a maximum wage increase of four (4%).
- e. 2026 Wages: Effective the pay period that includes 01/01/2026 – a cost of living adjustment to the existing steps and ranges based on the average of the August 2024 – August 2025 CPI-U (Seattle/Tacoma/Bellevue) and the August 2024 – August 2025 CPI-W (West B/C), subject to a minimum wage increase of one percent (1%) and a maximum wage increase of three (3%).

Longevity Pay

Longevity Pay will be paid as follows:

Years of Service	Longevity Pay
5 years	\$.10 per hour
10 years	\$.15 per hour
15 years	\$.20 per hour
20 years	\$.25 per hour
25 years	\$.30 per hour
30 years	\$.35 per hour
35 years	\$.40 per hour
40 years	\$.50 per hour

Longevity pay shall be paid bi-weekly as it is earned. Longevity pay shall be applied to all hours in a base pay status, including vacation and sick leave hours, but excluding on-call pay, and shall be included in the “regular rate” for overtime purposes.

Eligibility for longevity pay is based on the length of service with the City. Employees separating from City service will be paid longevity pay to their date of separation.

Progressive Promotions

There are some Civil Service classifications that have various class levels for similar positions. After a certain time, some entry-level positions progress to a full skill level and are generally doing the same level of work as the next higher Civil Service classification. It is the desire of the City and the Association to recognize this advancement in skill, knowledge and responsibility.

SPN 174	Assistant Procurement Specialist	SPN 176	Procurement Specialist
SPN 231	Engineer in Training	SPN 232	Associate Engineer
SPN 256	Assistant Planner I	SPN 257	Assistant Planner II
SPN 261	Assistant Urban Designer	SPN 259	Urban Designer

After completion of two (2) years in the above entry level classification an employee can promote on a qualifying basis to the above full skill level classification at the beginning of the next quarter.

For City efficiency, this does not preclude the possibility of promotion on a competitive basis when filling a normal vacancy.

Certification Promotions

Employees in the classification of Plan Examiner, with at least one (1) year of service, who obtain ICBO certification as a Plan Examiner will be eligible for a three-grade pay adjustment. The adjustment is contingent on the budget process and Civil Service verification of the certification.

ATTACHMENT B

INSURANCE

The parties shall negotiate updates to existing insurance plans in 2023 for implementation starting January 1, 2024.

Medical Insurance

Permanent part-time employees who work at least twenty (20) hours per week but less than thirty (30) hours per week and who have worked for the city at least six (6) consecutive months shall have access to medical and/or dental insurance at one hundred percent (100%) employee cost plus a medical and/or dental administration fee (currently \$25/month and subject to change annually). If an employee drops coverage they are not eligible for re-enrollment until the re-enrollment period during the following calendar year. Full-time employees are eligible for medical insurance under the payment terms described below, beginning the first day of the month following 30 days of employment.

Domestic Partner coverage will be available to Association members meeting the definitions and following the affidavit procedures outlined in Spokane Municipal Code Chapter 03.09.

2022-2023

1. City contributions for City Plan VII and Kaiser/Group Health Plan V will be capped at a 6% increase over the prior year's City contributions.
2. If total medical costs are projected to increase by more than 10% in 2023, changes to medical that would lower the cost increase will be negotiated at the request of either party. If the Association membership does not ratify the changes, the members will pay any increase over the City cap to contributions.

Health Risk Assessment

Employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee waived (i.e. it will be paid by the City department rather than by the employee).

Health Risk Assessment surveys for existing employees shall be completed during Open Enrollment to have the following year's monthly fee waived. For example: Employees who do not complete Health Risk Assessment surveys during Open Enrollment 2017, will be charged the monthly fee January – December 2018.

Health Risk Assessments for new employees shall be completed by the time their medical benefits begin (the first of the month following one month of service) to have the remainder of the year's monthly fee waived.

Retirees' Medical Insurance

Retirees will have the option of City Plan I and a Kaiser Permanente Retiree plan. The City will blend retirees and active employees to determine rates for the retiree medical plans.

Association retirees who are on the retiree medical plans will no longer receive the subsidy after the existing fund is depleted.

Dental Insurance

Employee pays \$5.00 of Dental premium per month.

Employees will participate in the Washington Dental Service Preferred Provider Option (PPO) plan, keeping the level of coverage at \$1,500 per year.

Life Insurance

The City will provide employee life insurance coverage equal to one and one-half times the employee's annual salary to a maximum of \$150,000. The City will provide \$7,500 life insurance for spouses and \$3,000 for dependent children.

Long- Term Disability Insurance

The City will provide long-term disability insurance for employees.

APPENDIX A
City of Spokane
Managerial & Professional Association
Managerial – B Job Classifications

<u>TITLE</u>	<u>S.P.N. CODE</u>
ACCOUNTANT I.....	110
ACCOUNTANT II.....	111
ADMINISTRATIVE SPECIALIST	025
ASSISTANT COURT ADMINISTRATOR	120
ASSISTANT PARKS & RECREATION DEPARTMENT MANAGER	066
ASSISTANT PLANNER I	256
ASSISTANT PLANNER II	257
ASSISTANT PROCUREMENT SPECIALIST	174
ASSISTANT URBAN DESIGNER	261
ASSOCIATE ENGINEER.....	232
ASSOCIATE PLANNER.....	258
ASSOCIATE TRAFFIC ENGINEER.....	252
BUDGET ANALYST	128
BUSINESS SYSTEMS ANALYST I.....	160
BUSINESS SYSTEMS ANALYST II.....	161
CHEMIST	655
CIVIL SERVICE OFFICE COORDINATOR	006
CLAIMS ADMINISTRATOR.....	059
COMMUNITY COURT COORDINATOR	958
COMMUNITY PROGRAMS COORDINATOR.....	058
COMMUNITY RISK REDUCTION MANAGER.....	038
COMPLIANCE/TAX AUDITOR	125
COMPUTER OPERATIONS MANAGER.....	138
CONTRACT AND BUSINESS STANDARDS COMPLIANCE OFFICER	115
CREDIT AND COLLECTIONS MANAGER.....	455
DATABASE ADMINISTRATOR	155
DEPUTY BUILDING OFFICIAL.....	333
DIVISION ACCOUNTANT.....	114
EDUCATION AND OUTREACH SPECIALIST	043
EDUCATION COORDINATOR.....	064
ENFORCEMENT SUPERVISOR.....	063
ENGINEER IN TRAINING	231
ENVIRONMENTAL ANALYST	657
ENVIRONMENTAL AND SUSTAINABILITY MANAGER	658
EVENT AND GROUP RENTAL MANAGER.....	082
EVENT SPECIALIST.....	083
EXAMINATION & CLASSIFICATION ANALYST II	046

EXAMINATION & CLASSIFICATION ANALYST III	047
FIELD ENGINEER.....	214
FIRE PROTECTION ENGINEER.....	334
FOOD AND BEVERAGE SUPERVISOR.....	682
GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYST.....	168
GOLF MANAGER	685
GRANTS ANALYST	067
GRANTS AND CONTRACT FINANCIAL MANAGER	112
HORTICULTURE/URBAN FOREST SUPERVISOR.....	689
HOUSING PROGRAM FINANCE OFFICER.....	113
INFORMATION ANALYST I.....	164
INFORMATION ANALYST II.....	165
INSPECTOR SUPERVISOR.....	317
INTEGRATED MEDICAL SERVICES MANAGER	926
IT INFRASTRUCTURE MANAGER.....	144
IT PROJECT MANAGER	130
LABORATORY SUPERVISOR	656
LANDSCAPE ARCHITECT	248
LAW ENFORCEMENT COMPUTER ADMINISTRATOR.....	149
NEIGHBORHOOD-HOUSING SPECIALIST	301
NETWORK ADMINISTRATOR	138
NETWORK ENGINEER	137
OFFICE ADMINISTRATOR	053
OFFICE MANAGER.....	051
PARK PLANNING AND DEVELOPMENT MANAGER.....	077
PARK PROGRAMMING MANAGER	078
PARK SAFETY AND FACILITIES MANAGER	696
PAYROLL SUPERVISOR	108
PERFORMANCE AND BUSINESS ANALYST	040
PERSONNEL ANALYST I.....	045
PLAN EXAMINER	328
POLICE RECORDS AND EVIDENCE MANAGER.....	081
POLICE FLEET ADMINISTRATOR	032
PRINCIPAL ENGINEER.....	234
PRINCIPAL PLANNER	260
PROCUREMENT SPECIALIST	176
PROFESSIONAL PLAN EXAMINER.....	332
PROGRAM MANAGER (CHHS).....	071
PROGRAM MANAGER (HMIS)	073
PROGRAM PROFESSIONAL.....	039
PROGRAM SPECIALIST (CHHS)	070
PROGRAM SPECIALIST (HMIS).....	072
PROJECT MANAGER (PARKS).....	076
PUBLIC INFORMATION ASSISTANT	060
PUBLIC INFORMATION COORDINATOR.....	062

PUBLIC SAFETY SYSTEMS ANALYST.....	154
REAL ESTATE MANAGER.....	221
RECREATION SUPERVISOR.....	683
RECYCLING COORDINATOR.....	061
REGIONAL COMMUNICATIONS INFRASTRUCTURE MANAGER.....	276
RIVERFRONT PARK SHIFT SUPERVISOR.....	069
SAFETY COORDINATOR.....	050
SAFETY MANAGER.....	054
SENIOR BUSINESS SYSTEMS ANALYST.....	162
SENIOR CRIME ANALYST.....	033
SENIOR DATABASE ADMINISTRATOR.....	158
SENIOR ENGINEER.....	233
SENIOR GRANTS ANALYST.....	068
SENIOR INFORMATION SECURITY ANALYST.....	133
SENIOR INFORMATION SYSTEMS ANALYST.....	166
SENIOR NETWORK ADMINISTRATOR.....	139
SENIOR PROCUREMENT SPECIALIST.....	177
SENIOR PROJECT MANAGER.....	131
SENIOR PUBLIC SAFETY SYSTEMS ANALYST.....	155
SENIOR SYSTEMS ADMINISTRATOR.....	142
SENIOR TRAFFIC ENGINEER.....	255
SOCIAL RESPONSE MANAGER.....	065
STATIONARY ENGINEER SUPERVISOR.....	613
SUPERVISORY BUSINESS SYSTEMS ANALYST.....	163
SUPERVISORY DATABASE ADMINISTRATOR.....	159
SUPERVISORY GEOGRAPHIC INFORMATION SYSTEMS (GIS) ANALYST.....	169
SUPERVISORY INFORMATION SYSTEMS ANALYST.....	167
SUPERVISOR INFORMATION SYSTEMS SPECIALIST.....	136
SUPERVISORY PROBATION OFFICER.....	957
SUPERVISORY PUBLIC SAFETY SYSTEMS ANALYST.....	156
SYSTEMS ADMINISTRATOR I.....	140
SYSTEMS ADMINISTRATOR II.....	141
TAXES & LICENSES SPECIALIST.....	122
TRAFFIC ENGINEERING ASSISTANT.....	208
TRAFFIC SIGNS, MARKERS SUPERVISOR.....	614
TREASURY MANAGER.....	116
URBAN DESIGNER.....	259
VEHICLE FLEET ANALYST.....	627
WASTEWATER COLLECTIONS AND MAINTENANCE SUPERINTENDENT.....	545
WASTEWATER INSTRUMENTATION AND DATA SUPERVISOR.....	652
WASTEWATER SUPERVISOR.....	543
WASTEWATER TREATMENT PLAN MAINTENANCE SUPERVISOR.....	651
WASTEWATER TREATMENT PLAN OPERATIONS SUPERVISOR.....	646
WATER MAINTENANCE SUPERVISOR.....	532
WATER OPERATIONS SUPERVISOR.....	665

WATER QUALITY COORDINATOR.....	653
WATER SUPERINTENDENT	534
WEB DEVELOPER	146
WEB TECHNOLOGIES MANAGER	150
WTE ENVIRONMENTAL MANAGER.....	588
WTE MAINTENANCE SUPERINTENDENT	575
WTE PLANT MANAGER.....	585
WWTP ASSISTANT PLANT MANAGER.....	659
WWTP PLANT MANAGER	660

SIGNATURE PAGE

DATED THIS ____ DAY OF _____, 2022.

CITY OF SPOKANE:

Nadine Woodward
Mayor

Johnnie Perkins
City Administrator

Terri Pfister
City Clerk

Tonya Wallace
Director, Finance and Administration

Approved as to Form:

Lynden Smithson
City Attorney

CITY OF SPOKANE MANAGERIAL AND PROFESSIONAL ASSOCIATION:

Samantha Johnson
President

Jon Klapp
Vice President



Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	OPR 2022-0795
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES X6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 - EPA COMMUNITY-WIDE ASSESSMENT GRANT ACCEPTANCE		

Agenda Wording

Accept the EPA Brownfield Community-Wide Assessment Grant Award of \$500,000 and corresponding Cooperative Agreement

Summary (Background)

Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (CTs) 2, 16, 144, including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. The NE Spokane target area includes 12,599 of Spokane's most distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane County.

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

Revenue	\$ 500,000	#	1360-94173-99999-33166
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	UE 10/10/2022
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Cathcart & Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON,	tstripes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	smacdonald@spokanecity.org	
Additional Approvals		sgardner@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	
ACCOUNTING -	MURRAY, MICHELLE	jchurchill@spokanecity.org	
		korlob@spokanecity.org	
		jlargent@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area's most sensitive populations.

Fiscal Impact

Select \$


Select \$

Budget Account

#

#

Distribution List

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 02J19201 MODIFICATION NUMBER: 0 PROGRAM CODE: 4B	DATE OF AWARD 10/13/2022	
			TYPE OF ACTION New		MAILING DATE 10/18/2022
			PAYMENT METHOD: ASAP		ACH# X0072
			RECIPIENT TYPE: Municipal		Send Payment Request to: EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 EIN: 91-6001280			PAYEE: City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201		
PROJECT MANAGER Teri Stripes 808 W Spokane Falls Boulevard Spokane, WA 99201 Email: tstripes@spokanecity.org Phone: 509-625-6597		EPA PROJECT OFFICER Terri Griffith 1200 Sixth Ave., Suite 155, 12-D12-1 Seattle, WA 98101 Email: Griffith.Terri@epa.gov Phone: 206-553-8511		EPA GRANT SPECIALIST Michael Underwood 1200 Sixth Ave., Suite 155 Seattle, WA 98101 Email: underwood.michael@epa.gov Phone: 206-553-2956	
PROJECT TITLE AND DESCRIPTION City of Spokane Brownfields Community-Wide Assessment FY2022 Cooperative Agreement See Attachment 1 for project description.					
BUDGET PERIOD 10/01/2022 - 09/30/2026	PROJECT PERIOD 10/01/2022 - 09/30/2026	TOTAL BUDGET PERIOD COST \$500,000.00	TOTAL PROJECT PERIOD COST \$500,000.00		
<p align="center">NOTICE OF AWARD</p> <p>Based on your Application dated 11/30/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 10, EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		ORGANIZATION / ADDRESS U.S. EPA, Region 10, Land, Chemicals, and Redevelopment Division R10 - Region 10 1200 Sixth Ave., Suite 155 (MAILSTOP 15-D13) Seattle, WA 98101			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official PeggyD Johnson - Chief, GIAB				DATE 10/13/2022	

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$16,000
2. Fringe Benefits	\$8,000
3. Travel	\$7,800
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$467,000
7. Construction	\$0
8. Other	\$1,200
9. Total Direct Charges	\$500,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$500,000
12. Total Approved Assistance Amount	\$500,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$500,000
15. Total EPA Amount Awarded To Date	\$500,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding under the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) for the City of Spokane to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in the City of Spokane, Washington. Specifically, this agreement will provide funding to the City of Spokane to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Further, the City of Spokane anticipates conducting 6 Phase I and 8 Phase II environmental site assessments, holding up to 8 community meetings, developing up to 4 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing up to 4 planning documents to initiate brownfields revitalization, and submitting up to 16 quarterly reports and 1 final report. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near the City of Spokane, Washington and specifically in the Northeast Spokane target area. No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions#general>

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtfrc-grants@epa.gov

MBE/WBE reports (EPA Form 5700-52A): bennett.andrea@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: wasson.wendy@epa.gov

Administrative questions: underwood.michael@epa.gov

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: griffith.terri@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 10/01/2022 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

EPA Region 10

FY2022 Brownfield Community-Wide Assessment Cooperative Agreement

Infrastructure Investment and Jobs Act Funds

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2022 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
 3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
 4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
 5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.
 6. This is an interim term and condition for management of funding provided under the IIJA. EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic management systems in place to:
 - a. Track and report on expenditures of IIJA funds.
 - b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the target area(s) described

in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan). The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability. This requirement does not apply to site-specific assessment cooperative agreements where this information has been previously provided and approved in threshold eligibility review of the application, and where sites have already been pre-approved by EPA in the CAR's workplan.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

Community-Wide Assessment Agreements – EPA's Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a solicitation for a Qualified Environmental Professional(s) has been released;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community involvement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

- e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
 - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
 - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)
 - iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate.
- h. Reviewing the qualifications of key personnel (EPA does not have the authority to select employees or contractors, including consultants, employed by the award CAR).
- i. Reviewing all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently in multiple target areas and/or at sites.

2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

3. **[If subawards are approved for this agreement] Subawards** are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.327. The CAR must obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

4. **[If the application includes leveraged resources that will materialize during the period of performance]** Leveraged Resources – The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its workplan. If the proposed leveraging does not materialize during the period of award performance, and the CAR does not provide a satisfactory explanation, EPA may consider this factor in evaluating future applications from the CAR. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the CAR knowingly or recklessly provided inaccurate information regarding the leveraged funding in its FY22 application, EPA may take action as authorized by CFR Parts 200 and 1500, and/or 2 CFR Part 180 as applicable.

5. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

6. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES, or to the EPA Project Officer if an alternate format is approved. Quarterly progress reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information.
- g. **[Local governments only]** For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. **[If subawards are approved for this agreement]** Subawards – If the workplan and budget for this agreement include subawards, the

CAR is a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR § 200.332\(d\)](#), including the following information on subawards as part of the CAR’s quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance;
 - c. Environmental results the subrecipient achieved;
 - d. Summaries of audit findings and related pass-through entity management decisions, if any; and
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(e\)](#), [2 CFR § 200.208, *Specific conditions*](#), and [2 CFR § 200.339, *Remedies for Noncompliance*](#).
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
5. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses

to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- d. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- e. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]
- f. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the assessment activities.

2. **[Local Governments Only]** If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. **Administrative Costs** – Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$25,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit*

Requirements for Federal Awards at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

- i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vi. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
- b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
- c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
- d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activities are charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.
 - c. Interest earned on program income is considered additional program income.
 - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.
2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways,

identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#). No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

- a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
- b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to

site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."

"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
 - ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.
 - b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.
 - c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

Davis-Bacon Terms and Conditions For Cooperative Agreements to Governmental Entities**DAVIS-BACON PREVAILING WAGE TERM AND CONDITION**

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer for guidance.

1. Applicability of the Davis-Bacon Prevailing Wage Requirements

After consultation with DOL, EPA has determined that for Brownfields Grants for remediation of sites contaminated with hazardous substances and petroleum, DB prevailing wage requirement apply when the project includes the following activities.

Hazardous substances contamination:

- (a) All construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings.

Petroleum contamination:

- (a) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
- (c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other petroleum site cleanup activities such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger DB requirements.

If the CAR encounters a unique situation at a site (e.g., unusually extensive excavation, construction of permanent facilities to house in situ remediation systems, reconstruction of roadways) that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

(a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain proposed wage determinations for specific localities at <https://beta.sam.gov/>.

(i) When soliciting competitive contracts, awarding new contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments), the CAR shall use the "Heavy Construction" classification for the following activities:

Hazardous substances contamination: excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings.

Petroleum contamination: installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement.

(ii) When soliciting competitive contracts, awarding new contracts, or issuing ordering instruments, the CAR shall use the "Building Construction" classification for the following activities:

Hazardous substances contamination: construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Petroleum contamination: soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant.

(iii) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the CAR shall use the "Heavy Construction" classification. (Only applies to petroleum contamination.)

(iv) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification. (Only applies to hazardous substances contamination.)

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the

Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the CAR shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the CAR.

(ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the CAR carries out Brownfields cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the

applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this

section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The CAR, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of

each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(ii)(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(3) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition,

any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(4) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(6) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(7) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(8) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the CAR, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(9) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The **CAR** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **CAR**, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and

not to any of the other statutes cited in 29 CFR 5.1, the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

END OF DOCUMENT

Committee Agenda Sheet

Urban Experience – October 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	EPA Community-wide Assessment Grant Acceptance & Implementation Contract Amendment
Summary (Background)	<p>Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (CTs) 2, 16, 144, including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane.</p> <p>The NE Spokane target area includes 12,599 of Spokane’s most distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane County. To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area’s most sensitive populations.</p>
Proposed Council Action & Date:	<p>Seeking approval at an October Council meeting to:</p> <ol style="list-style-type: none"> 1. accept the EPA Grant Award \$500,000 and Cooperative Agreement (draft attached) and 2. to amend a Consultant Contract for grant writing and implementation to include the work of the EPA Grant Award and Cooperative Agreement (draft attached).
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 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?	

The NE Spokane target area includes 12,599 of Spokane's most distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane County. To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area's most sensitive 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?

For the EPA Grant we have to complete Section 106 Cultural Consultations to the sites we will conduct Phase I and Phase II reports on and the grant also requires: MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

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

Sites provided Environmental Services under the grant are tracked by both the US EPA and WA State Ecology and we also track their progress from site assessment through cleanup and redevelopment.

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 funding allows us to invest in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement



Agenda Sheet for City Council Meeting of: 11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	OPR 2020-0603
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	TERI STRIPES X6597
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0650 - STANTEC CONSULTING BROWNFIELD GRANT AMENDMENT AND EXTENSION

Agenda Wording

Amending a Consultant Contract for grant writing and implementation to include the work of the EPA Grant Award and Cooperative Agreement pursuant to OPR 2020-0603

Summary (Background)

Stantec Consulting Services Inc. previously completed grant application services in coordination with the EPA for the Brownfields Community Assessment grant. This amendment serves to expand the additional work set out in the attached Scope of Work dated September 1, 2022. The extension shall become effective on June 30, 2023 and run through December 30, 2026.

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Expense \$ 467,000		# 1360-94173-58620-54201-99999
Select \$		#
Select \$		#
Select \$		#
Approvals		Council Notifications
Dept Head	GARDNER, SPENCER	Study Session\Other UE 10/10/2022
Division Director	MACDONALD, STEVEN	Council Sponsor CMs Cathcart & Bingle
Finance	ORLOB, KIMBERLY	Distribution List
Legal		tstripes@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	smacondonald@spokanecity.org
Additional Approvals		sgardner@spokanecity.org
Purchasing		rbenzie@spokanecity.org
ACCOUNTING - GRANTS	MURRAY, MICHELLE	jchurchill@spokanecity.org
		korlob@spokanecity.org
		jlargent@spokanecity.org



City of Spokane

CONTRACT AMENDMENT/EXTENSION

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

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

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

WHEREAS, Consultant previously completed the grant application services phase of the project in accordance with the original Contract; and

WHEREAS, the grant implementation phase of the project requires additional funding to be reimbursed to the City utilizing funding from the FY2022 Grant, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally amended and extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 4, 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 DATE.

This Contract Amendment / Extension shall become effective on June 30, 2023 and shall run through December 30, 2026.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the additional work set out in the September 1, 2022 Scope of Work attached hereto.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOUR HUNDRED SIXTY-SEVEN THOUSAND HUNDRED AND NO/100 DOLLARS (467,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachment:

Consultant's September 1, 2022 Scope of Work

Committee Agenda Sheet

Urban Experience – October 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	District CMs Cathcart & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	EPA Community-wide Assessment Grant Acceptance & Implementation Contract Amendment
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How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Sites provided Environmental Services under the grant are tracked by both the US EPA and WA State Ecology and we also track their progress from site assessment through cleanup and redevelopment.

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This funding allows us to invest in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers

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- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement



Stantec Consulting Services Inc.
3400 188th Street SW, Suite 285
Lynnwood WA 98037-4772

September 1, 2022

Project/File: Scope of Work/Budget for Implementation of Spokane's FY2022 EPA Brownfield Community-Wide Assessment (CWA) Grant

Teri Stripes

City of Spokane
Planning and Economic Development
808 W Spokane Falls Blvd
Spokane, WA 99201

Dear Teri,

Stantec Consulting Services Inc. (Stantec) has prepared the following scope of work/budget to provide the contractual services detailed in the City of Spokane's Cooperative Agreement (CA) Work Plan for its Fiscal Year (FY) 2022 EPA Brownfield Community-Wide Assessment (CWA) Grant. A brief description of the proposed scope of work/budget for each of the four (4) primary project tasks is provided below. The CA Work Plan and a rate schedule are attached.

Scope of Work/Budget

Stantec previously completed the grant application services phase of the project in accordance with the City of Spokane's (City) contract OPR 2020-0603, which was executed on July 15, 2020. The grant implementation services phase of the project will include a wide range of brownfield contractual services that will be performed by Stantec as an amendment to contract OPR 2020-0603. These contractual services will be reimbursed to the City utilizing funding from the FY2022 grant.

The contractual services are further detailed in the attached CA Work Plan, which was approved by EPA on July 27, 2022. As discussed in the CA Work Plan, the total amount of contractual services has been established as \$467,000 for the four (4) main tasks described below:

Task	Task Description	Contractual Budget
1	Project Management, Reporting & Other Eligible Program Activities	\$18,000
2	Community Engagement	\$12,000
3	Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	\$357,000
4	Area-Wide Planning	\$80,000
Total Contractual Budget		\$467,000

Under Task 1, Stantec will participate in regular meetings with the City, complete ACRES entries and updates and drafting quarterly/annual/final reports for the City's approval and submittal to the EPA. Under Task 2, Stantec will assist the City in preparing community outreach/engagement materials, and participate in stakeholder meetings over the course of the project.

Reference: Scope of Work/Budget for Implementation of FY2022 EPA Brownfield CWA Grant

Schedule and Typical Project Costs

Although the cost for tasks can be highly variable depending on the complexity of the site/activity, typical costs for select outputs are as follows:

- Eligibility Determinations: \$750 to \$1,300
- Phase I Environmental Site Investigation: \$5,000 to \$10,000
- Phase II Environmental Site Assessments: \$30,000 to \$60,000
- Site-Specific Cleanup & Reuse Plans: \$7,500 to \$15,000

Implementation services will be performed on a time and materials basis not to exceed the contractual budget amounts established in the CA Work Plan. The scope of work will be further defined on an ongoing basis as the project progresses, including periodic CA Work Plan amendments as needed and approved by the City/EPA over the course of the project.

STANTEC CONSULTING SERVICES INC.



Cyrus Gorman LG
Project Manager
Phone: (425) 599-9302
cyrus.gorman@stantec.com



Chris Gdak
Senior Principal, Environmental Services
Phone: (425) 698-7398
chris.gdak@stantec.com

Attachment: CA Work Plan; Rate Schedule and Other Direct Reimbursements.

COOPERATIVE AGREEMENT WORKPLAN

**EPA Region 10
FY2022 BROWNFIELDS ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN**

FOR

FY2022 Spokane Brownfields Community-Wide Assessment Grant

Anticipated Period of Performance (4 years):

October 1, 2022 to September 30, 2026

Submitted on:

June 6, 2022 (Draft Work Plan)
July 14, 2022 (Revised Draft Work Plan)
July 27, 2022 (Final Work Plan)

Submitted by:

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

Cooperative Agreement Number: **TBD**

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1 Introduction

1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected the City of Spokane (referred to as “the City”) as a recipient of a Fiscal Year 2022 (FY22) Brownfield Assessment Grant with funding in the amount of \$500,000 to be used within a four-year period of performance.

Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (2, 16 and 144), including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (such as the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment.

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The City will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 8 sites, and Phase II ESAs at up to 6 sites, and Regulated Building Materials (RBM) Surveys at up to 4 sites. The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) and/or Reuse Plans for up to 4 sites and an area-wide planning study for the Market Street Corridor located in the Hillyard Business District (HBD).

1.2 Organizational Structure & Responsibilities

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

1.2.1 KEY PERSONNEL

The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.

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

City of Spokane Key Personnel		
Personnel Name & Title	Organization	Contact Info
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509.625.6597 Email: tstripes@spokanecity.org
Spencer Gardner <i>Director, Planning Services</i>	City of Spokane, Community and Economic Development Department	Phone: 509.625.6097 Email: sgardner@spokanecity.org

1.2.2 REGULATORY AGENCIES

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

Regulatory Agency Key Personnel		
Personnel Name & Title	Organization	Contact Info
Terri Griffith <i>EPA Brownfield Project Manager</i>	EPA Region 10 Brownfield Program	Phone: 206.553.8511 Email: griffith.terri@epa.gov
Sandra Treccani <i>Site Manager/Hydrogeologist</i>	Washington State Department of Ecology Toxics Cleanup Program	Phone: 509.329.3412 Email: Sandra.trecanni@ecy.wa.gov

1.2.3 ENVIRONMENTAL CONTRACTOR/CONSULTANT TEAM

The City routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified environmental contractor/consultant team. In the Summer of 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected by the City to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

Environmental Contractor/Consultant Team		
Personnel Name & Title	Organization	Contact Info
Cyrus Gorman, LG <i>Senior Associate/Project Manager</i>	Stantec	Phone: 206.494.5029 Email: cyrus.gorman@stantec.com
Aaron Wisher <i>Project Geologist/Field Crew Lead</i>	Stantec	Phone: 206.494.5043 Email: aaron.wisher@stantec.com

1.2.4 BROWNFIELD ADVISORY COMMITTEE (BAC)

The City has received commitment from community stakeholders for participation on a Brownfield Advisory Committee (BAC). The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. The BAC will serve as the Project steering committee and will be comprised of representatives from community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

BAC Members		
Personnel Name	Organization	Contact Info
Jesse Bank	Northeast Spokane Public Development Authority (NEPDA)	<i>Contact info is not available at this time. Jesse is starting July 2022 and does not have an email/phone number yet.</i>
Bob Hilmes	Washington State Department of Transportation (WSDOT)	Phone: 509-324-6089 Email: hilmesb@wsdot.wa.gov
Dr. Francisco R. Velázquez	Spokane County Regional Health District	Phone: 509-324-1500 Email: fvelazquez@srhd.org
Gary Ballew	Greater Spokane Inc.	Phone: 509-321-3634 Email: gballew@greaterspokane.org
Joel While	Spokane Home Builders	Phone: 509-532-4990 Email: jwhite@shba.com
Dave Richardson	Northeast Community Center	Phone: 509-487-1603
Amber Waldref	The Zone Project	Phone: 509-625-6255 Email: awaldref@necommunitycenter.com
Barb Stout-Henggeler	Minnehaha Neighborhood Council	Phone: 509-863-6927 Email: chair.minnehaha@gmail.com
Joe Carter	Hillyard Neighborhood Council	Phone: 509-625-6343 Email: hnc.hillyard.chair@gmail.com ;
Steve MacDonald	Spokane Community & Economic Development Department	Phone: 509.625.6835 Email: smacdonald@spokanecity.org

1.2.5 SUMMARY OF ROLES & RESPONSIBILITIES BY PROJECT TASK

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

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

- Task 1 - Grant Management, Reporting & Other Eligible Activities: This task will be carried out by the City with assistance from the Consultant.
- Task 2 – Community Engagement & Site Selection: This task will be facilitated by the Consultant with assistance from the City and NEPDA. The City will develop the site prioritization criteria (with input from the BAC) and approve the prioritization process. Eligibility determination (ED) requests for use of grant funds will be submitted to EPA for review and concurrence. ED requests for sites where petroleum is known or suspected will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- Task 3 - Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans: This task will be carried out by the Consultant with assistance from the City.
- Task 4 - Area-Wide Planning (AWP): This task will be conducted by the Consultant with assistance from the City.

1.3 Project Outputs & Outcomes

1.3.1 PROJECT OUTPUTS

The City has already prepared an inventory of brownfield sites and will use this database to assess brownfields within the community to catalyze cleanup and revitalization of priority sites. The City anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Activities

- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Prepare annual Federal Financial Reports (FFRs).
- Create and update property profiles in EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, FFR, and Final Performance Report.

Task 2 – Community Engagement & Site Selection

Community Engagement:

- The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. NEPDA will coordinate and conduct meetings with the BAC (a minimum of 8 meetings), general public, and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare a Community Involvement Plan (CIP) detailing outreach strategies to be implemented throughout the project.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).

- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Prepare a Site Nomination Form for distribution to property owners and other stakeholders.
- Update the City's existing Brownfield Program webpage with project-specific information.

Site Selection:

Inventory activities have previously been performed under past EPA Grants. The inventory will be revisited to identify data gaps and add new sites, as needed. The City will leverage prior inventory activities and focus on stakeholder engagement to identify priority sites. As additional sites are identified, additional inventory activities will be completed in support of eligibility and assessment activities. Activities are anticipated to include:

- Prioritize sites identified in the brownfield inventory completed for the target area.
- Conduct windshield survey activities for new sites added the inventory.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific ED requests for priority sites for submittal to EPA and/or Ecology (petroleum sites).

Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP).
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare Endangered Species Act Section 7 and National Historic Preservation Act (NHPA) Section 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-21 at up to 8 high priority brownfield sites.
- Complete Phase II ESA and/or supplemental assessment activities at up to 6 high priority brownfield sites.
- Complete RBM Surveys at up to 4 high priority brownfield sites.
- Prepare site-specific ABCAs and/or RAPs and/or Reuse Plans for up to 4 high-priority brownfields sites.

Task 4 – Area-Wide Planning (AWP)

- Complete one brownfield AWP study including a market/feasibility study, design charettes and renderings for the Market Street Corridor area in the Hillyard Business District (HBD).

1.3.2 PROJECT OUTCOMES

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

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

- Numbers of sites/acres cleaned up.
- Numbers of sites for which property title transfers are facilitated.
- Numbers of sites and acres of land redeveloped.
- Numbers of acres of Greenspace created.
- Amount of private investment and other funding leveraged.

- Number of jobs created or retained.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of community meetings held.

2 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task.

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

2.1.1 PROJECT MANAGEMENT & REPORTING

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

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

Lead: The City with support from the Consultant.

Milestones, Deliverables & Schedule:

- The Brownfields Program Manager (Teri Stripes) will coordinate grant activities with the Consultant and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- FFR and DBE Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A Final Performance Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as the QPRs but will cover the entire Project period. In addition, the final report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 OTHER ELIGIBLE ACTIVITIES

Objective: Attend one national brownfield conference/training and one regional brownfield conference/training.

Activities: Two City personnel will attend three national brownfield conference/training and/or regional brownfield conference/training events.

Lead: The City.

Milestones, Deliverables & Schedule:

- The next regional brownfields conference is anticipated for 2023.
- The next national brownfields conference the City plans to attend is anticipated for 2024.

2.1.3 CONTRACTOR PROCUREMENT

Objective: Procurement of a contractor in accordance with a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500).

Activities: The City issued a request for proposal from qualified consultants on March 13, 2020 for grant writing and implementation services.

Lead: The City.

Milestones, Deliverables & Schedule:

- The City received proposals from 6 qualified firms.
- On May 20, 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.
- The City Council was briefed on the Consultant contract on July 20, 2020 and contract authorization was approved by the City Council on July 27, 2020.
- The Consultant's contract was executed by the City on August 4, 2020.

2.2 Task 2 - Community Engagement & Site Selection

2.2.1 COMMUNITY OUTREACH & INVOLVEMENT ACTIVITIES

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

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

The City will work closely with its project partners to solicit input, connect with key stakeholders, conduct outreach and engagement activities, and facilitate the site prioritization and selection process. Within the first quarter, the City will prepare a grant-specific Community Involvement Plan (CIP). The CIP will utilize existing channels of communication, including:

- The City encourages community participation through their dedicated brownfields and project-specific webpages (<https://my.spokanecity.org/economicdevelopment/incentives/brownfields-program>).
- NEPDA will serve as the primary conduit for communication between the City and Hillyard stakeholders, encouraging participation through a dedicated project webpage, blog posts, informative handouts, and quarterly meetings at the Northeast Community Center in the Hillyard Neighborhood.
- The Spokane Homebuilders Association will disseminate info to their members via regular newsletters and meeting regarding activities that can be funded by the grant to support affordable housing projects.

The City and its project partners will also utilize other proven strategies to unlock developer interest and reach the most disenfranchised stakeholders. These methods will be adjusted as needed to incorporate appropriate social distancing and other measures being taken to reduce the spread of COVID-19:

- **Meetings with Property/Business Owners and Developers:** The City regularly conducts meetings with property/business owners and developers and will leverage these relationships to solicit interest and participation from investors within the Northeast Spokane target area. During periods with increased COVID-19 protocols, meetings will occur online via video conferencing platforms like MS Teams and Zoom.
- **Social Media:** The City and its partners have established social media channels that will be utilized to ensure that residents and stakeholders stay informed and feel included in the decision-making process. The City will use social media outlets to engage with students and younger audiences about the project.
- **Emails & Newsletters:** A comprehensive stakeholder list will be created, and emails and newsletters will be sent periodically. These will also be available in other languages (e.g. Spanish), as needed.
- **Boots on the Ground:** Tactical events such as outreach campaigns with pop-up boards and listening posts at local schools, and weekend meetings at the Northeast Community Center and/or Hillyard Library are tools that can capture the attention of parents, business owners and those without internet. The City will follow current CDC guidance and COVID-19 protocols for all events.

Lead: The City with support from NEPDA.

Milestones & Deliverables:

- Convene the BAC.
- Prepare CIP.
- Coordinate and conduct at least 8 meetings with the BAC. In addition, the City and NEPDA will host public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a **Site Nomination Form** to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Summer/Fall 2022: Updated the existing Site Nomination Form and Site Prioritization Criteria Documents.
- Fall 2022: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). The City and NEPDA will host public kick-off meeting. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

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

2.2.2 PROJECT UPDATES & OTHER PUBLIC INFORMATION ACTIVITIES

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

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

Lead: The City with support from NEPDA, BAC and Consultant.

Milestones & Deliverables:

- The City's existing brownfield program webpage ([Brownfields Program - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/brownfields)) will be updated to include information about the FY2022 Assessment Grant Project.
- Existing fact sheets (specific to property owners and the general public) will be updated and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be reviewed and updated as needed to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the City's project webpage.

Estimated Submittal/Completion Dates:

- **Spring 2022:** Publish article/press release announcing EPA grant award.
<https://my.spokanecity.org/news/releases/2022/05/23/city-receives-500000-in-grants-for-northeast-area/>
<https://www.spokesman.com/stories/2022/jun/02/northeast-spokane-development-eyed-as-part-of-brow/>
- **Summer 2022:** Update existing Project fact sheets and Site Nomination Form. Update Process Guide for property owners. Develop/update content for the Project webpage.

2.2.3 SITE INVENTORY & PRIORITIZATION ACTIVITIES

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

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

- Incorporate previous redevelopment or brownfields site databases; and
- Identify environmental records for all sites in the target area listed in EPA, Ecology, and/or local environmental databases;

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

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria may be analyzed when prioritizing sites (the final criteria and order of importance will be determined by the BAC):

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;
- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

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

Milestones & Deliverables:

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

Estimated Submittal/Completion Dates:

- Fall 2022: Review existing inventory to identify data gaps and determine if new sites should be added.
- Winter 2022/2023: Development of site prioritization criteria and prioritization activities with support from the City and the BAC.

2.2.4 SITE ELIGIBILITY DETERMINATION (ED) REQUEST ACTIVITIES

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

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

Lead: The Consultant with assistance from the City.

Milestones & Deliverables: Completed/approved ED forms.

Estimated Submittal/Completion Dates:

- Fall 2022: ED requests will be submitted to the EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall or winter of 2022.

2.3 Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

2.3.1 PHASE I ESA ACTIVITIES

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

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

- Phase I ESAs will support property transfers and eventual redevelopment and provide information for evaluating the need for Phase II ESAs and cleanup. The City anticipates conducting Phase I ESAs for up to 8 sites.
- The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-21 and the All Appropriate Inquiry (AAI) rule. The City will contact site owners and negotiate Access Agreements.
- The ACRES database will be updated following completion of each Phase I ESA. An AAI Phase I ESA checklist will also be completed for submittal to EPA.

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

Milestones & Deliverables:

- Site-specific HASPs
- Phase I ESA Reports
- AAI Checklists
- Updated ACRES database

Estimated Submittal/Completion Dates:

- Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in fall/winter 2022.

2.3.2 PHASE II ESA & RBM SURVEY ACTIVITIES

2.3.2.1 Master Quality Assurance Project Plan (QAPP)

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

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

For cost savings and efficiency purposes, the existing comprehensive Master QAPP will be updated at the beginning of the project. This approach will provide for ample EPA and Ecology review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. Additionally, the Consultant will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new Disadvantaged Business Enterprises (DBE) labs and drillers to the QAPP.

The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

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

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

Estimated Submittal/Completion Dates:

- November 2022: Draft Master QAPP submitted to EPA and Ecology for review.
- January 2023: Final Master QAPP completed (pending EPA and Ecology review time).

2.3.2.2 Phase II ESA & RBM Survey Activities

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

Activities: The City anticipates conducting Phase II ESAs for up to 6 sites and RBM Surveys for up to 4 sites, where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities will include sampling and analysis of soil, groundwater, and/or soil vapor, and report preparation. RBM Survey activities will include sampling and analysis of hazardous building materials and report preparation.

SAPs addressing each property where Phase II ESA and/or RBM Survey work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

For each Phase II ESA, the Consultant will provide information to the City to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act

(NHPA) Section 106. The information will include the Project location, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will send letters to be submitted to the EPA.

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

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

Milestones & Deliverables:

- EPA-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Endangered Species Act Section 7 and NHPA Section 106 consultations (as necessary)

Estimated Submittal/Completion Dates:

- Winter/Spring 2023: Phase II ESA fieldwork underway at first site.
- Spring/Summer 2023: First Phase II ESA report(s) completed (ongoing throughout Project).

2.3.3 SITE-SPECIFIC CLEANUP/REUSE PLANS

Objective: Prepare site-specific ABCAs, RAPs and/or Reuse Plans for up to 4 sites to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The City will conduct cleanup and redevelopment planning as required for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs and/or Reuse Plans. ABCAs/RAPs will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls. Reuse Plans may include a reuse vision, disposition strategy, reuse assessment, infrastructure evaluation, land use assessment, and/or reuse/redevelopment strategies.

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

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

Milestones & Deliverables:

- Site-specific ABCAs and/or RAPs and/or Reuse Plans

- Updated ACRES database

Estimated Submittal/Completion Dates:

- Summer/Fall 2023: First site-specific ABCA/RAP/Reuse Plan complete.

2.4 Task 4 – Area-Wide Planning (AWP)

2.4.1 AREA-WIDE PLANNING

Objective: The City’s Spokane Comprehensive Plan (Amended 2020) identified the Hillyard Business District (HBD) as a key center and corridor, which allows for urban scaled urban scaled mixed-use development. The City hasn’t prepared an updated subarea plan for HBD. The City earmarked EPA brownfield funding to meet this need.

Activities: With support from the City and NEPDA, the Consultant will develop an AWP report for the HBD. The AWP activities will include a market study/infrastructure analysis and identify revitalization strategies for the Market Street Corridor.

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

Milestones & Deliverables: AWP document.

Estimated Submittal/Completion Dates:

- Winter 2022/Spring 2023: Project kick-off meeting.
- Summer 2023: AWP study completed.

3 Schedule & Deliverables

The table below summarizes the anticipated deliverable schedule (assuming a project start date of October 1, 2022) and the agency/office each will be submitted to. There will be some pre-award activities (July – September 2022) however, no costs will be incurred under the cooperative agreement during that time.

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2022)	<ul style="list-style-type: none"> ▪ Promote and advertise project in the community. ▪ Kick-off meeting with Consultant, NEPDA and the EPA. 	X			

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Month 1 - 3 (Oct. – Dec. 2022)	<ul style="list-style-type: none"> ▪ Kick-off meeting with Consultant and EPA. ▪ Update existing Site Nomination Form and Access Agreement Template. ▪ Update existing project fact sheets and website content. ▪ Prepare Master QAPP Update. ▪ Prepare CIP. 	X	X		
Month 4 (Jan. 2023)	<ul style="list-style-type: none"> ▪ BAC and Public Kick-off Meetings (2 BAC and 2 public meetings will be conducted during the first year and an estimated 2 meetings per year during subsequent years). ▪ Prepare first QPR - continue preparing quarterly for duration of project. 	X			
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Endangered Species Act Section 7 and NHPA Section 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs only)		
Ongoing	<ul style="list-style-type: none"> ▪ Prepare Phase I & II ESA Reports (including RBM Survey Reports). ▪ Prepare AAI Rule Checklist (Form EPA 560-R-11-030) ▪ Prepare ABCA/RAP deliverables. ▪ Prepare Site Reuse Plan deliverables. 	X	X (ABCAs/ RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE Utilization Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Months 48 – 52	Prepare Final DBE Report & FFR & Final Drawdown.	X		X	X
Months 48 – 52	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

4 Budget

4.1 Budget Table

The table below provides an overview of the proposed budget by category and task.

Budget Categories	<u>Task 1</u> Project Management, Reporting, & Other Eligible Activities	<u>Task 2</u> Community Engagement & Site Selection	<u>Task 3</u> Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	<u>Task 4</u> Area-Wide Planning (AWP)	Budget Category Total
Personnel	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$16,000.00
Fringe Benefits	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Travel ¹	\$7,800.00	\$0.00	\$0.00	\$0.00	\$7,800.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$18,000.00	\$12,000.00	\$357,000.00	\$80,000.00	\$467,000.00
Other ²	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Total Direct Costs	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00
Total Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Budget	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00

¹ Travel for two City staff to attend three brownfields-related conferences/trainings.

² Conference registration fees for two City staff to attend three brownfields-related conferences/trainings.

4.2 Budget Narrative

Below we provide detailed budget tables by task. The budget assumes an average hourly rate of \$150/hour for the contractual services and an average hourly rate of \$60/hour for City staff (\$40/hour for personnel + \$20/hour for fringe benefits). Project activities performed in whole or in part with EPA cooperative agreement funds will comply with all applicable City of Spokane laws and policies, state laws, [2 CFR Part 200 Unified Grant Guidance \(UGG\)](#) for Federal Awards, and cross-cutting federal requirements.

TASK 1 – PROJECT MANAGEMENT, REPORTING & OTHER ELIGIBLE ACTIVITIES

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Project Management & Client Meetings	\$150/hour	45 hours	\$6,750
Compliance Reporting ¹	\$150/hour	75 hours	\$11,250
Travel (Brownfields Conferences/Trainings)	--	--	--
Airfare (\$500 roundtrip x 2 attendees)	\$1,000	3 events	\$3,000
Lodging (\$200/night x 3 nights x 2 attendees)	\$1,200	3 events	\$3,600
Meals (\$200/conference x 2 attendees)	\$400	3 events	\$1,200
Other	--	--	--
Conference Registration Fees (\$200/conference x 2 attendees)	\$400	3 conferences	\$1,200
Total Direct Costs	--	--	\$33,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$33,000

¹ Includes ACRES updates, monthly meeting agendas/notes, quarterly progress reports, annual DBE Utilization reporting, annual FFRs, and Final Performance Report and related materials.

TASK 2 – COMMUNITY ENGAGEMENT & SITE SELECTION

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Stakeholder Meetings & Public Outreach Support	\$150/hour	30 hours	\$4,500
Site Prioritization Activities & Eligibility Requests	\$150/hour	50 hours	\$7,500
Total Direct Costs	--	--	\$18,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$18,000

TASK 3 – PHASE I/II ESAs, RBM SURVEYS, & SITE-SPECIFIC CLEANUP/REUSE PLANS

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Programmatic QAPP Comprehensive Update ¹	\$6,000/QAPP	1 QAPP	\$6,000
Phase I ESAs (<i>for each Phase I, cost includes preparation of a Health & Safety Plan [HASP]</i>)	\$5,000/site	8 sites	\$40,000
Phase II ESAs <i>for each Phase II, cost includes:</i> <ul style="list-style-type: none"> - Preparation of a site-specific Sampling & Analysis Plan (SAP), - Preparation of a HASP - Compliance Review of federal crosscutters, including NHPA Section 106 & Endangered Species Act Section 107 	\$40,000/site	6 sites	\$240,000
RBM Surveys	\$7,750/site	4 sites	\$31,000
Site-Specific ABCAs/RAPs/Reuse Plans	\$10,000/site	4 sites	\$40,000
Total Direct Costs	--	--	\$363,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$363,000

TASK 4 – AREA WIDE PLANNING (AWP)

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Hillyard Business District/Market Street Corridor AWP	\$80,000	1 area	\$80,000
Total Direct Costs	--	--	\$86,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$86,000

Total Direct Costs - \$500,000

Budget Narrative Notes

1. Programmatic QAPP – The QAPP is a very large document that is over 3,000 pages and over two years old so it will need a thorough update for the current Grant. Anytime this document is updated it takes a significant effort to gather the current data from all the analytical laboratories (current SOPs, certificates, etc.), revise the text and tables, and reassemble all the individual pieces. The initial QAPP update likely won't use the entire \$6K budget and will leave enough budget in this task should another update be needed later in the project. Additionally, the environmental contractor will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new DBE labs and drillers to the QAPP which will require significant updates to incorporate new subcontractors in the document.

RATE SCHEDULE AND OTHER DIRECT REIMBURSEMENTS

Grant Implementation Services

Implementation will be performed in accordance with the rates provided in the table below. Services will be billed on a time and materials basis not to exceed the total contractual budget established in the City's EPA-approved Cooperative Agreement Work Plan. To the extent possible, the majority of work will be completed by staff at lower billing levels with oversight from senior staff.

Project Role	Relevant Personnel	Hourly Rate	Project Role/Task Description
Staff Engineer/Scientist I	TBD	\$ 147.00	Support various project tasks
Staff Engineer/Scientist II	TBD	\$ 153.00	Support various project tasks
Brownfield Inventory Specialist	Aaron Wisher	\$ 166.00	Task 3 - Site Inventory/Prioritization
Project Chemist/Staff Engineer	Sarah Von Raesfeld / Roxanne Russell	\$ 172.00	Support various project tasks
Project Manager	Cyrus Gorman	\$ 172.00	Manage/support all task
Database Manager	Iris Little	\$ 181.00	Task 3 - Phase II ESAs
Urban Planning/Design	Ryan Givens	\$ 187.00	Task 4 - Area-wide planning
Senior Technical Reviewer	Leonard Farr Jr.	\$ 207.00	Review technical deliverables
Senior Grant Specialist	Chris Gdak	\$ 237.00	Support various project tasks

Stantec billing rates are provided for 2022 and are subject to annual increase beginning January 1, 2023. Upon request, Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, subcontractor, analytical laboratory and other similar third-party charges will be charged at cost plus 5% markup.

Other Direct Disbursements

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	ActualCost+5%
Travel/PerDiem	ActualCost+5%
Capital Purchases and Expendable Materials	ActualCost+5%
Postage and Shipping	ActualCost+5%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$75/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$20/each
Bailer – Quick E-Bailer System	\$95/day
Bailer – Reusable	\$25/day
Drum – 55 Gallons	\$75/each
Digital Camera	\$30/day
Draeger Sampler (tubes not included)	\$35/day
Field Communication – Two-Way Radio	\$25/day
Field Computer	\$60/day
Field Test Kit – Groundwater	\$60/each
Field Test Kit – Soil	\$60/each
Field Test Kit – SVE	\$60/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$150/day
Field Vehicle – Sampling Truck	\$305/day
Field Vehicle – Truck/Van	\$175/day
Flame Ionization Detector (FID)	\$160/day
Generator	\$80/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$20/pair
Gloves – Colored Nitrile	\$0.30/pair
Gloves – Kevlar Under Glove	\$10/pair
H&S – Level B Safety Equipment	\$205/day
H&S – Level C Safety Equipment	\$105/day
H&S – Level D Safety Equipment	\$65/day
H&S – Traffic Control Equipment	\$75/day
Hand Auger	\$35/day
Low Flow Purge/Sampling System	\$95/day
Meter – Oil/Water Interface	\$65/day
Meter – Anemometer	\$30/day
Meter – CO	\$75/day
Meter – Data Logger	\$155/day
Meter – Dissolved Oxygen	\$75/day
Meter – DO/ORP/Temp/Conductivity	\$110/day
Meter – Dosimeter	\$50/day
Meter – Ferrous Iron	\$10/day
Meter – Flow	\$35/day
Meter – H2S Detector	\$90/day
Meter – LEL/O2	\$90/day
Meter – Magnehelic (Gauge)	\$40/day

Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Magnetometer	\$55/day
Meter – Manometer	\$30/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$50/day
Meter – Multimeter	\$120/day
Meter – O ₂ /CO ₂	\$120/day
Meter – ORP	\$30/day
Meter – Other	quote/day
Meter – Ozone	\$30/day
Meter – pH/Temp/Conductivity	\$35/day
Meter – Turbidity	\$80/day
Meter – Dust Monitor	\$130/day
Meter – Velocity	\$30/day
Meter – Water Level Indicator	\$40/day
Photoionization Detector (PID)	\$120/day
Pressure Washer	\$50/day
Pump – Air Sampling	\$50/day
Pump – Centrifugal	\$55/day
Pump – Groundwater Sampling	\$120/day
Pump – Peristaltic	\$55/day
Pump – Trash	\$40/day
Pump – Well Sampling	\$30/day
Pump – Well Sampling/Purge	\$50/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$1/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$11/each
Survey Equipment – Laser Plane Level & Receiver	\$220/day
Transducer	\$35/each
Tedlar Bag	\$20/each

NOTE: Other equipment needs will be priced on a per project basis.


Agenda Sheet for City Council Meeting of:

07/27/2020

Date Rec'd

7/15/2020

Clerk's File #

OPR 2020-0603

Renews #**Submitting Dept**

PLANNING

Cross Ref #**Contact Name/Phone**

TERI STRIPES 625-6597

Project #**Contact E-Mail**

TSTRIPES@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0650 - BROWNFIELD GRANT PURSUIT AGREEMENT W/STANTEC CONSULTING

Agenda Wording

This Contract with STANTEC CONSULTING SERVICES, INC. Provides for strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites

Summary (Background)

This Contract with STANTEC CONSULTING SERVICES, INC. initial work, includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Neutral \$ 0

1360-94173-58620-54201-99999

Select \$

#

Select \$

#

Select \$

#

Approvals
Council Notifications
Dept Head

MEULER, LOUIS

Study Session\Other

PIES Briefing 6/22/20

Division Director

CORTRIGHT, CARLY

Council Sponsor

CM Beggs & CM Cathcart

Finance

ORLOB, KIMBERLY

Distribution List
Legal

ODLE, MARI

sstopher@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tblack@spokanecity.org

Additional Approvals

lmeuler@spokanecity.org

Purchasing

tstripes@spokanecity.org

GRANTS &

STOPHER, SALLY

sstopher@spokanecity.org

Approved by Spokane
on: 7-27-2020

City Council

korlob@spokanecity.org

sbishop@spokanecity.org

DocuSigned by:

Jenni Pfister

CC56CB4DDCC84D6...
City Clerk

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Business & Neighborhood Services, Planning & Economic Development
Subject:	Future Brownfield Grants and Implementation consultant contract for the Planning & Economic Development's Brownfields program
Date:	6/22/2020
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, X6597
City Council Sponsor:	Council President Beggs and Council Member Cathcart
Executive Sponsor:	Scott Simmons, Director of Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee & Urban Experience and Finance
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Aligns with the Strategic Plan by providing investment in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.
Strategic Initiative:	Optimizing Public Assets and Growing Targeted Areas
Deadline:	6/29/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Provides for strategic successful grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites
Background/History: In 2014, we awarded a contract to a consultant chosen through a Request for Proposal procurement process for Brownfield grant and implementation assistance. That contract led to five successful (100%) grant applications and \$1.6M in funding for Phase I & II work in the YARD and University District as well as the cleanup of contamination in Riverfront Park. That success has led to our 2020 Request for Proposal (RFP #5252-20) and the selection of a consultant firm to again provide this assistance under a new three year contract.	
Executive Summary: The 2020 Request for Proposal Status: <ul style="list-style-type: none"> • Staff and review committee have selected a top scoring Firm • Staff has negotiated a favorable contract framework with Firm • Staff is working with legal to develop the contract • Staff will proceed with an agenda request for Council's approval of the contract At this time, the contract's significant points are: The initial work, which includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee . Any grant writing other than a site specific or community wide assessment application is contingent upon the availability of funding and will be provided according to the costs proposed in the Firm's Brownfield Grants and Implementation Services (RFP #5252-20) April 20, 2020 proposal.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (no revenues or expenses until grants are awarded in 2021) Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
<u>Operations Impact:</u>		
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Specify changes required:		
Known challenges/barriers:		

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

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

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane
CONSULTANT AGREEMENT
Title: BROWNFIELD GRANTS AND
IMPLEMENTATION SERVICES

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

WHEREAS, the purpose of this Agreement is for BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES; and

WHEREAS, the Consultant has been selected through RFP No. 5252-20.

-- 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 July 1, 2020, and ends on June 30, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional two-year contract periods with the total contract period not to exceed five (5) years.

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 Exhibit B, Consultant's Response to RFP dated April 20, 2020, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The 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.

Payment for Consultant's services will be paid as outlined in the Cost Proposal section of Exhibit B.

5. PAYMENT.

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

6. REIMBURSABLES

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

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

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. 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 Consultants do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or lawsuits 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 reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based 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 three (3) years after the Agreement is completed.

There shall be no cancellation, 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 Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, 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. 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. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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 reasonable 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. Upon full payment of all monies owed to the Consultant, 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. The Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic Files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent. Files sent in protected PDF format may be relied on.
- 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.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested 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, epidemic, pandemic, 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 subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the 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 applicable 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 Exhibit D. 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 Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

STANTEC CONSULTING SERVICES, INC.

DocuSigned by:
By Chris Gdak
Signature 8/4/2020
Date
Chris Gdak
Type or Print Name
Sr. Principal, Environmental Services
Title

Attest:

DocuSigned by:
By Jenni Pfister
Signature DS
City Clerk



CITY OF SPOKANE

DocuSigned by:
By Nadine Woodward
Signature 8/4/2020
Date
Nadine Woodward
Type or Print Name
Mayor
Title

Approved as to form:

DocuSigned by:
By Mike Piccolo
Signature Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment
Exhibit B - Consultant's Scope of Work dated April 20, 2020

20-097a

EXHIBIT B

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

11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	OPR 2022-0796
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 24064

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	TESSA JILOT 6327
Contact E-Mail	TJILOT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - SNAP ESSENTIAL HOME REPAIR PROGRAM CONTRACT

Agenda Wording

Contract with SNAP for the Essential Home Repair Program from January 1, 2023, through December 31, 2023.

Summary (Background)

SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Essential Home Repair program offers grants for minor home repairs. (See briefing paper for more information.)

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 500,000.00

Select \$

Select \$

Select \$

Budget Account

1690-95576-51010-54201-99999

#

#

#

Approvals**Dept Head** CERCEDES, JENNIFER**Division Director** FINCH, ERIC**Finance** MURRAY, MICHELLE**Legal** HARRINGTON,
MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** Urban Experience 10/10**Council Sponsor** CM Stratton**Distribution List**

tjilot@spokanecity.org

jcerecedes@spokanecity.org

chhsaccounting@spokanecity.org

chhsgrants@spokanecity.org

honekamp@snapwa.org - Julie Honekamp, CEO

kclifton@spokanecity.org

gdahl@spokanecity.org

Additional Approvals**Purchasing** PRINCE, THEA**ACCOUNTING - GRANTS** MURRAY, MICHELLE

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Tessa Jilot (625-6327)
Contact Email	tjilot@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u> N/A </u>
Agenda Item Name	SNAP Home Repair Programs – Contract Renewal
Summary (Background)	<p><u>Background/History</u></p> <p>SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation programs offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.</p> <p>For more information on SNAP home repair programs, please visit: Essential Repair Program https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/ Single Family Rehabilitation Program https://www.snapwa.org/home-repair/</p> <p>On Tuesday, September 13, 2022, members of the CHHS Affordable Housing Committee met to review and discuss renewal of SNAP's Essential Home Repair and Single Family Rehabilitation programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.</p> <p>On Thursday, September 15, 2022, members of the CHHS Board voted in favor of the renewal recommendation presented by the CHHS Affordable Housing Committee.</p> <p>Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/22 (pending City Council approval).</p> <p><u>Contract Summary</u></p> <p>Renewal of SNAP's Essential Home Repair and Single Family Rehabilitation programs to provide housing stability for low- and moderate-income homeowners in the City of Spokane.</p> <p>Contract #1 Partner Agency: SNAP Program Name: Essential Home Repair program Contract Reference: <<OPR TBD>> Funding Source: CDBG Award Amount: \$500,000</p>

	Number of Homes Repaired: 200 <u>Contract #2</u> Partner Agency: SNAP Program Name: Single Family Rehabilitation Program Contract Reference: <<OPR TBD>> Funding Source: CDBG Award Amount: \$1,484,879 Number of Homes Repaired: 30
Proposed Council Action & Date:	Support SNAP Home Repair Programs' 2023 contract renewal at the October 10, 2022 Urban Experience Committee meeting

Fiscal Impact:
 Total Cost: No new or additional costs are tied to this request.

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

Funding Source ☐ One-time ☒ Recurring
 Specify funding source: CDBG

Expense Occurrence ☐ One-time ☒ Recurring

Other budget impacts: (revenue generating, match requirements, etc.): None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

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?

SNAP will maintain all records required by Federal regulations that are pertinent to the activities funded through this contract. This includes records providing a full description of each activity undertaken; records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and demographic information related to race, ethnicity, income, head-of-household classification, and disability status.

SNAP will submit regular activity reports to the City in conjunction with reimbursement requests each month. These reports will include the following program accomplishments and project beneficiary data:

- Cumulative Contract Goals: completed units, administrative draws, management draws, loan disbursements
- Monthly Performance Measures: project address, homeowner name, household income, race and ethnicity information, elderly status, female head of household status, loan or grant dollar amount, dates of National Environmental Policy Act (NEPA) review completion, and lead-based paint activity
- Applicants Ineligible or Withdrawn: applicant name, address, race and ethnicity, elderly status, female head of household status, and brief reason for withdrawal or ineligibility

SNAP will meet with CHHS staff monthly to review activity reports, address issues, and track goal achievement.

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

See information above regarding data collection and dissemination.

The City will monitor the performance of SNAP on a risk-based approach against established goals and performance measures, timely submittal of performance data, spend down of grant funds, and all other terms and conditions outlined in the contract document. Substandard performance as determined by the City will constitute a noncompliance and will result in action, which may include: SNAP being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination.

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 aligns with the 2020-2024 Consolidated Plan and the 2020-2025 Strategic Place to End Homelessness.

AGREEMENT BETWEEN

CITY OF SPOKANE ("CITY") AND Spokane Neighborhood Action Partners ("GRANTEE") IN CONJUNCTION WITH 2019-2024
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")

1. Grantee Spokane Neighborhood Action Partners 3102 West Whistalks Way Spokane, Washington 99224		2. Contract Amount \$500,000		3. Tax ID 91-1311127	
				4. DUNS# 180971087	
5. Grantee's Program Representative Kelly Dawn, Home Repair Program Manager 212 W 2nd Ave, Ste 100 Spokane, Washington 99201 (509) 456-7627 x2434 dawn@snapwa.org			6. City's Program Representative Tessa Jilot, Program Professional 808 W Spokane Falls Blvd, 6th Floor Spokane, WA 99201 (509) 625-6327 tjilot@spokanecity.org		
7. Grantee's Contract Representative Julie Honekamp, CEO 3102 West Whistalks Way Spokane, Washington 99224 (509) 456-7627 x5203 honekamp@snapwa.org			8. City's Contract Representative Tessa Jilot, Program Professional 808 W Spokane Falls Blvd, 6th Floor Spokane, WA 99201 (509) 625-6327 tjilot@spokanecity.org		
9. Grantee's Financial Representative Kathy Berg, Fiscal Director 3102 West Whistalks Way Spokane, Washington 99224 (509) 456-7627 x5301 allen@snapwa.org			10. City of Spokane Internal Items Permanently Affordable Homeownership '019804 IDIS Activity ID: Pending		
11. Grantor Award # B-22-MC-53-0006		12. Start Date 1/1/2023		13. End Date 12/31/2023	
14. Federal Funds CDBG		CFDA # 14.218	Federal Agency U.S. Dept of HUD	Program Title Essential Home Repair	
15. Total Federal Award \$3,328,739.00		16. Federal Award Date 11/10/2021		17. Research & Development? N/A	
18. Indirect Cost Rate Agency Allocation Plan					
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input checked="" type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
21. Grant Purpose: This grant is designed to support an integrated system of housing assistance that can immediately address the need of a household or individual experiencing homelessness, in turn connecting them with the resources needed to end that homeless episode. Funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on permanent housing options for clients.					
31. CITY and the GRANTEE as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Guidelines for HHOS Grants, (3) Spokane City/County Continuum of Care 5-Year Performance Management Plan, (4) Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, (5) Data Quality Plan, (6) CITY's Grant Agreement with the Department of Commerce, (7) Attachment "A" -- Debarment Certification and (8) Attachment "E" -- Grantee Billing Form					

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering the Essential Home Repair Program (“Project”) in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Project will include the following activities eligible under the Community Development Block Grant program:

1) Program Delivery.

Activity #1	Provide minor home repairs as grants to homeowners at/below 80% Area Median Income, as defined and annually updated by HUD. Minor home repairs should address health hazards, safety hazards, and/or accessibility issues that may make the homes unsafe or uninhabitable. This includes, but is not limited to, security, plumbing, heating, electrical, roof, weatherization, and sewer repairs and accessibility modifications. Not more than \$100,000 of the total Program budget shall have an eligibility requirement that the funds be granted for repairs up to \$10,000 per grant to homeowners receiving a Single Family Rehabilitation program loan.
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Activity Location(s): Various locations within the City of Spokane.

GRANTEE shall perform activities in accordance with the Home Repair Policies and Procedures maintained by GRANTEE, as incorporated herein by reference.

2) General Administration.

GRANTEE shall provide general administrative services related to the planning and execution of all CDBG activities, including general management, oversight, and coordination and training on CDBG requirements to ensure that specified activities are provided and performance outcomes are achieved.

B. NATIONAL OBJECTIVES.

- 1) All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the low- and moderate-income housing activities National Objective to benefit low- and moderate income households. Failure by the GRANTEE to fulfill the

national objective may result in grant funds being disallowed and required to be returned to the CITY.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.
- 2) The GRANTEE agrees to provide the following levels of program services:

Activity	Total Units
Activity #1	200 home repairs completed per year for owner occupied households
Activity #1	10 home rehabilitation grants delivered per year to homeowners receiving a Single Family Rehabilitation Program loan

E. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY's CDBG program as funded by HUD. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other CDBG assets, including program income.

SECTION NO. 3: BUDGET

GENERAL ADMINISTRATION	
General Administration	\$23,476
Subtotal	\$23,476
PROGRAM MANAGEMENT	
Program Salaries & Benefits	\$85,683
Other Program Expenses	\$41,755
Subtotal	\$127,438
CONSTRUCTION COSTS CATEGORY	
Essential Home Repair Grants	\$249,086
Subtotal	\$249,086
REHABILITATION GRANTS CATEGORY	
Single Family Rehab. Program Construction Projects	\$100,000
Subtotal	\$100,000
GRAND TOTAL	\$500,000

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic

means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals on the FACE SHEET of this Agreement and the GRANTEE's Chief Executive Officer as provided below, unless otherwise modified by subsequent written notice by the CITY and GRANTEE.

Julie Honekamp, SNAP Chief Executive Officer
3102 West Whistalks Way
Spokane, Washington 99224
honekamp@snapwa.org

- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned to the Project within thirty (30) days.

The PARTIES shall provide to each other all public information communications that are publically disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.

GRANTEE shall participate in a grant kick-off meeting with CITY representatives prior to commencing with work under this Agreement. Upon execution of this Agreement, GRANTEE shall submit a draft project timeline with milestone accomplishments within two (2) weeks to the CITY's Contract Representative.

GRANTEE shall follow Procurement guidelines as set forth in Section 8. D. Procurement and Section 10. D. Conduct of this Agreement to ensure that all subcontracts shall be awarded on a fair and open competition basis.

GRANTEE shall check and document verification that selected contractor(s) do not have active exclusions using the Federal System for Award Management (www.sam.gov). This shall be done by printing a copy of the search results.

CITY assumes no liability for construction management, payment of construction draws and/or warranties.

Failure to comply with this Section shall be grounds to terminate this Agreement and the GRANTEE shall be liable to reimburse the CITY for any funds advanced under this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR 570.604 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 52. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

- 2) 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 or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. 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 GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the GRANTEE 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.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required.
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3)

years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

4) Disclosure

a. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any

- Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
 - d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Environmental Review Records

The GRANTEE shall work with the CITY to complete an Environmental Review Record for each home repair project. For projects that are “Categorically Excluded, Not Subject to Part 58.5”, GRANTEE shall submit a project overview to the CITY. For other projects, the CITY shall serve as the Responsible Entity and complete all correspondence with State Tribal and Historic Preservation Offices, while the GRANTEE shall be responsible for completion of all remaining Environmental Review Record requirements. Completed Environmental Review Records must be approved by the CITY’S Certifying Officer prior to the authorization of repair work. Environmental Review Records will be completed using the HUD Environmental Review Online System (HEROS). The CITY will work with the GRANTEE to provide necessary training, as needed, for effective use of HEROS. The CITY shall retain all completed Environmental Review Records.

5) Close-outs

The GRANTEE’S obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over CDBG funds, including program income.

6) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance

with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEE's expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by

the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 578.63

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the FACE SHEET of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit monthly Activity Reports to the CITY with each monthly request for reimbursement. These reports shall include the following cumulative program accomplishments and project beneficiary data: beneficiary name and address with zip code; gross household income as extremely low income (0-30% AMI), low-income (31-50% AMI), or moderate income (51-80% AMI); race and ethnicity information; female head of household; units occupied by elderly; and brief scope of work performed. A sample reporting format shall be provided by the CITY if requested by the GRANTEE.

The GRANTEE shall provide activity report updates to the Community, Housing, and Human Services Affordable Housing Committee twice per year: once during the first half of the contract period (May-June) and once during the annual contract renewal period (September-October). The GRANTEE shall provide information on program accomplishments, goal achievement, and budget spend-down. During the contract renewal period, the GRANTEE shall also propose contract amendments and budget requests as discussed and approved by the CITY.

5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal

participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

Note: Inventory that is no longer needed by the GRANTEE is subject to Federal Disposition requirements. No inventory shall be relocated without the written permission of the CITY.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement. GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

2) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

3) Domestic Preference

As appropriate and to the extent consistent with the law, the GRANTEE should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this award in accordance with 2 CFR 200.321.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;

- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment.

SECTION NO. 9: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The GRANTEE agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(iii) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iv) the requirements in 24 CFR 570.606(v) governing optional relocation policies. The GRANTEE shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The GRANTEE also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION NO. 10: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with

any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

The GRANTEE will include the provisions of Section No. 10 A, Civil Rights , and B, Affirmative Action, in every subcontract or purchase order, specifically or by

reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1) Prohibited Activity

The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) Labor Standards

a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors. Failure to

fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications
The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts
The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

- 1) Assignability
The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.
- 2) Subcontracts
 - a. Approvals
The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.
 - b. Monitoring
The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content
The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.
- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

SECTION NO. 11: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B, as applicable. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 12: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 13: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 14: WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

SECTION NO. 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

SPOKANE NEIGHBORHOOD ACTION
PARTNERS

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes ☐ If yes, answer question 2 below.

No ☐ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.


No ☐ If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

 City of Spokane Grantee Billing Form		City Clerk #		
		Vendor ID #		019804
		IDIS or ELOCS		
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
SNAP 3102 West Whistalks Way Spokane, WA 99224				
		Grantee Certification		
Project/Program:	Essential Home Repair Program	By:		
Award Number:	NA	(SIGN IN INK)		
Indirect Cost Rate	NA	(TITLE) (DATE)		
Billing date:				
Expense Period:		(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term	1/1/2023 - 12/31/2023	Previously Requested accurate as of		10/18/2022
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
EXPENSE Categories:				
General Administration				
General Administration	\$ 23,476.00	\$ -	\$ -	\$ 23,476.00
Program Management				
Program Salaries & Benefits	\$ 85,683.00	\$ -	\$ -	\$ 85,683.00
Other Program Expenses	\$ 41,755.00	\$ -	\$ -	\$ 41,755.00
Constructiron Costs Category				
Construction Loans	\$ 249,086.00	\$ -	\$ -	\$ 249,086.00
Rehabilitation Grants Categor				
Single Family Rehab Program Construc	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
Contract Amount (auto populated)		\$ 500,000.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 500,000.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:		

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventorial piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

Payee Expense Report									
----------------------	--	--	--	--	--	--	--	--	--

Organization:	
---------------	--

City Clerk #:	
---------------	--

Prepared By:	
--------------	--

Date:	
-------	--

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

[illegible]

Staff Expense Report								
Organization:		Grant #:		City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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				\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Program Income Report

Organization:

Grant #:

City Clerk #:

Prepared By:

Title:

Date:

Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.

Expense Category
(Support Services, Operating
Expenses, etc.)

**Expense Type
(Rent, Maintenance, Furnishings, Case
Management etc.)**

Amount

Notes

\$ -

\$ -

\$ -

\$ -

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\$ -

\$ -

Total Expenses Paid with Program Income Requested this Period	\$ -
----------------------------------------------------------------------	-------------

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

11/07/2022

Date Rec'd

10/25/2022

Clerk's File #

OPR 2022-0797

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

TESSA JILOT 6327

Project #**Contact E-Mail**

TJILOT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 24066

Agenda Item Name

1680 - SNAP SINGLE FAMILY REHAB PROGRAM FOR 2023

Agenda Wording

Contract with SNAP for the Single Family Rehabilitation Program from January 1, 2023, through December 31, 2023.

Summary (Background)

SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Single Family Rehabilitation programs offers low-interest loans for larger repair projects. (See briefing paper for more information.)

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 1,484,879.00

1695-95577-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

CERECEDES, JENNIFER

Study Session\Other

10/10 Urban Experience

Division Director

FINCH, ERIC

Council Sponsor

CM Stratton

Finance

MURRAY, MICHELLE

Distribution List**Legal**HARRINGTON,
MARGARET

tjilot@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

gdahl@spokanecity.org

Additional Approvals

jcerecedes@spokanecity.org

Purchasing

PRINCE, THEA

chhsgrants@spokanecity.org

**ACCOUNTING -
GRANTS**

MURRAY, MICHELLE

chhsaccounting@spokanecity.org

honekamp@snapwa.org - Julie Honekamp, CEO

kclifton@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Tessa Jilot (625-6327)
Contact Email	tjilot@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u> N/A </u>
Agenda Item Name	SNAP Home Repair Programs – Contract Renewal
Summary (Background)	<p><u>Background/History</u></p> <p>SNAP is the subrecipient of CDBG grant funds to provide home repairs to low- and moderate-income homeowners in Spokane. The Essential Home Repair program offers grants for minor home repairs, while the Single Family Rehabilitation programs offers low-interest loans for larger repair projects. Both programs help homeowners achieve safe and healthy homes while aiding in the prevention of slums or blight in the community.</p> <p>For more information on SNAP home repair programs, please visit: Essential Repair Program https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/ Single Family Rehabilitation Program https://www.snapwa.org/home-repair/</p> <p>On Tuesday, September 13, 2022, members of the CHHS Affordable Housing Committee met to review and discuss renewal of SNAP’s Essential Home Repair and Single Family Rehabilitation programs. Members of the Affordable Housing Committee voted in favor of the contract renewals and forwarded their recommendation to the CHHS Board for approval.</p> <p>On Thursday, September 15, 2022, members of the CHHS Board voted in favor of the renewal recommendation presented by the CHHS Affordable Housing Committee.</p> <p>Staff are working on the contract drafts with the goal to have both contracts fully executed prior to 12/31/22 (pending City Council approval).</p> <p><u>Contract Summary</u></p> <p>Renewal of SNAP’s Essential Home Repair and Single Family Rehabilitation programs to provide housing stability for low- and moderate-income homeowners in the City of Spokane.</p> <p>Contract #1 Partner Agency: SNAP Program Name: Essential Home Repair program Contract Reference: <<OPR TBD>> Funding Source: CDBG Award Amount: \$500,000</p>

	Number of Homes Repaired: 200 <u>Contract #2</u> Partner Agency: SNAP Program Name: Single Family Rehabilitation Program Contract Reference: <<OPR TBD>> Funding Source: CDBG Award Amount: \$1,484,879 Number of Homes Repaired: 30
Proposed Council Action & Date:	Support SNAP Home Repair Programs' 2023 contract renewal at the October 10, 2022 Urban Experience Committee meeting

Fiscal Impact:
 Total Cost: No new or additional costs are tied to this request.

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

Funding Source ☐ One-time ☒ Recurring
 Specify funding source: CDBG

Expense Occurrence ☐ One-time ☒ Recurring

Other budget impacts: (revenue generating, match requirements, etc.): None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

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?

SNAP will maintain all records required by Federal regulations that are pertinent to the activities funded through this contract. This includes records providing a full description of each activity undertaken; records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and demographic information related to race, ethnicity, income, head-of-household classification, and disability status.

SNAP will submit regular activity reports to the City in conjunction with reimbursement requests each month. These reports will include the following program accomplishments and project beneficiary data:

- Cumulative Contract Goals: completed units, administrative draws, management draws, loan disbursements
- Monthly Performance Measures: project address, homeowner name, household income, race and ethnicity information, elderly status, female head of household status, loan or grant dollar amount, dates of National Environmental Policy Act (NEPA) review completion, and lead-based paint activity
- Applicants Ineligible or Withdrawn: applicant name, address, race and ethnicity, elderly status, female head of household status, and brief reason for withdrawal or ineligibility

SNAP will meet with CHHS staff monthly to review activity reports, address issues, and track goal achievement.

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

See information above regarding data collection and dissemination.

The City will monitor the performance of SNAP on a risk-based approach against established goals and performance measures, timely submittal of performance data, spend down of grant funds, and all other terms and conditions outlined in the contract document. Substandard performance as determined by the City will constitute a noncompliance and will result in action, which may include: SNAP being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination.

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 aligns with the 2020-2024 Consolidated Plan and the 2020-2025 Strategic Place to End Homelessness.

AGREEMENT BETWEEN

CITY OF SPOKANE ("CITY") AND Spokane Neighborhood Action Partners ("GRANTEE") IN CONJUNCTION WITH 2019-2024
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")

1. Grantee Spokane Neighborhood Action Partners 3102 West Whistalks Way Spokane, Washington 99224		2. Contract Amount \$1,484,879		3. Tax ID 91-1311127	
				4. DUNS# 180971087	
5. Grantee's Program Representative Danny Shea, Single Family Rehab Program Manager 212 W 2nd Ave, Ste 101 Spokane, Washington 99201 (509) 319-3081 shea@snapwa.org			6. City's Program Representative Tessa Jilot, Program Professional 808 W Spokane Falls Blvd, 6th Floor Spokane, WA 99201 (509) 625-6327 tjilot@spokanecity.org		
7. Grantee's Contract Representative Julie Honekamp, CEO 3102 West Whistalks Way Spokane, Washington 99224 (509) 456-7627 x5203 honekamp@snapwa.org			8. City's Contract Representative Tessa Jilot, Program Professional 808 W Spokane Falls Blvd, 6th Floor Spokane, WA 99201 (509) 625-6327 tjilot@spokanecity.org		
9. Grantee's Financial Representative Kathy Berg, Fiscal Director 3102 West Whistalks Way Spokane, Washington 99224 (509) 456-7627 x5301 allen@snapwa.org			10. City of Spokane Internal Items Permanently Affordable Homeownership '019804 IDIS Activity ID: Pending		
11. Grantor Award # B-22-MC-53-0006		12. Start Date 1/1/2023		13. End Date 12/31/2023	
14. Federal Funds CDBG	CFDA # 14.218	Federal Agency U.S. Dept of HUD		Program Title Single Family Rehabilitation	
15. Total Federal Award \$3,328,739.00	16. Federal Award Date 11/10/2021	17. Research & Development? N/A		18. Indirect Cost Rate Agency Allocation Plan	
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		
21. Grant Purpose: This grant is designed to support an integrated system of housing assistance that can immediately address the need of a household or individual experiencing homelessness, in turn connecting them with the resources needed to end that homeless episode. Funded projects will support Spokane's Strategic Plan to End Homelessness through innovative practices that limit barriers to entry and focus on permanent housing options for clients.					
31. CITY and the GRANTEE as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date signed, to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Terms and Conditions, (2) Guidelines for HHOS Grants, (3) Spokane City/County Continuum of Care 5-Year Performance Management Plan, (4) Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, (5) Data Quality Plan, (6) CITY's Grant Agreement with the Department of Commerce, (7) Attachment "A" -- Debarment Certification and (8) Attachment "E" -- Grantee Billing Form					

(FACE SHEET)

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering a Single Family Rehabilitation Program (“Project”) in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Project will include the following activities eligible under the Community Development Block Grant program:

1) Program Delivery.

Activity #1	Provide low-cost loans for needed home repairs to assist low-income homeowners maintain a safe and efficient home. These home repairs address health and safety deficiencies and reduce operating costs (to the extent practicable).
Activity Location(s):	Various locations within the City of Spokane.

GRANTEE shall perform activities as outlined in its Community, Housing, and Human Services Department (“CHHS”) Housing Repair Program Manager proposal submitted to the City of Spokane November 11, 2019, as incorporated herein by reference, and in accordance with the Single Family Home Rehabilitation Program Guidelines maintained by GRANTEE.

2) General Administration.

GRANTEE shall perform activities as outlined in its CHHS Housing Repair Programs Manager proposal submitted to the City of Spokane November 11, 2019, as incorporated herein by reference, and in accordance with the Single Family Home Rehabilitation Program Guidelines maintained by GRANTEE and Single Family Home Rehabilitation Program Outline maintained by City of Spokane, also incorporated herein by reference.

B. NATIONAL OBJECTIVES.

- 1) All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- 2) The GRANTEE certifies that the activity(ies) carried out under this Agreement will meet the low- and moderate-income housing activities National Objective to benefit low- and moderate-income households. Failure by the GRANTEE to fulfill the national objective may result in grant funds being disallowed and required to be returned to the CITY.

C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES.

- 1) The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.
- 2) The GRANTEE agrees to provide the following levels of program services:

	Total Units
Activity #1	30 unduplicated home rehabilitation loans delivered per year to homeowners who occupy the assisted home as their primary residence.
Activity #1	10 home rehabilitation grants, for an amount up to \$10,000, delivered per year to homeowners receiving a Single Family Rehabilitation loan to help offset the loan cost burden on low- and moderate-income homeowners.
Activity #1	50 new client contacts each month, who will be counseled on the Single Family Rehabilitation program and application requirements.

E. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the goals and performance measures provided above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding rejection, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

SECTION NO. 2: TIME OF PERFORMANCE

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET, unless terminated sooner upon mutual agreement of the PARTIES or upon termination of the CITY's CDBG program as funded by HUD. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the GRANTEE remains in control of CDBG funds or other CDBG assets, including program income.

SECTION NO. 3: BUDGET

GENERAL ADMINISTRATION	
General Administration	\$40,702
Subtotal	\$40,702
PROGRAM MANAGEMENT	
Program Salaries & Benefits	\$264,065
Other Program Expenses	\$74,162
Subtotal	\$338,227
CONSTRUCTION COSTS CATEGORY	
Construction Loans	\$990,000
Fees, Testing, and Relocation	\$115,950
Subtotal	\$1,105,950
TOTAL	\$1,484,879

Any indirect costs charged must be consistent with 2 CFR 200 and its Appendix IX and applied using the rate and basis specified on the FACE SHEET. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the GRANTEE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY.

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE.

SECTION NO. 4: PAYMENT

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth on the FACE SHEET of this Agreement for all things necessary for, or incidental to the performance of Services as set forth in Section No. 1 of this Agreement.

GRANTEE's reimbursement for Services set forth in Section No. 1 of this Agreement shall be in accordance with the terms and conditions set forth in the budget as outlined in Section No. 3 of this Agreement, as well as in accordance with the performance requirements. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate in order to account for any future fiscal limitations affecting the CITY.

SECTION NO. 5: NOTICES

- A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be

addressed to the individuals on the FACE SHEET of this Agreement and the GRANTEE's Chief Executive Officer as provided below, unless otherwise modified by subsequent written notice by the CITY and GRANTEE.

Julie Honekamp, SNAP Chief Executive Officer
3102 West Whistalks Way
Spokane, Washington 99224
honekamp@snapwa.org

- B. Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

SECTION NO. 6: SPECIAL CONDITIONS

The GRANTEE shall send essential staff to all mandatory HUD / CITY training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned to the Project within thirty (30) days.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each PARTY can review and provide input or other responses to the draft communication.

GRANTEE shall participate in a grant kick-off meeting with CITY representatives prior to commencing work under this Agreement. Upon execution of this Agreement, GRANTEE shall submit a draft project timeline with milestone accomplishments within two (2) weeks to the CITY's Contract Representative.

GRANTEE shall follow Procurement guidelines as set forth in Section 8. D. Procurement and Section 10. D. Conduct of this Agreement to ensure that all subcontracts shall be awarded on a fair and open competition basis.

GRANTEE shall check and document verification that selected contractor(s) do not have active exclusions using the Federal System for Award Management (www.sam.gov). This shall be done by printing a copy of the search results.

CITY assumes no liability for construction management, payment of construction draws and/or warranties.

Failure to comply with this Section shall be grounds to terminate this Agreement and the GRANTEE shall be liable to reimburse the CITY for any funds advanced under this Agreement.

SECTION NO. 7: GENERAL CONDITIONS

A. GENERAL COMPLIANCE.

The GRANTEE agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the GRANTEE does not assume the recipient's (CITY) environmental responsibilities described in 24 CFR 570.604 and (2) the GRANTEE does not assume the recipient's (CITY) responsibility for initiating the review process under the provisions of 24 CFR Part 52. The GRANTEE also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

C. HOLD HARMLESS.

The GRANTEE shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the GRANTEE's performance or nonperformance of the services or subject matter called for in this Agreement.

D. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. INSURANCE AND BONDING.

During the term of the Agreement, the GRANTEE shall maintain in force at its own expense, the following types and amounts of insurance:

- 1) 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. Supplemental umbrella insurance coverage combined with the General Liability Insurance of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage is also acceptable. It shall provide that the CITY, its agents, officers and employees are Additional Insureds but only with respect to the GRANTEE's services to be provided under this Agreement; and

- 2) 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 or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the GRANTEE or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, the GRANTEE shall furnish an acceptable insurance certificate to the CITY at the time the GRANTEE returns the signed Agreement.

The GRANTEE shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

G. AMENDMENTS/MODIFICATION.

The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case by case basis.** Requests for amendments to the budget must be submitted in writing as set forth in Section No. 3 of this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

H. SUSPENSION OR TERMINATION.

- 1) In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement; or
 - d. Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- 3) If the Agreement is terminated or partially terminated, both the CITY and GRANTEE remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the GRANTEE's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) as required under 2 CFR 200.340.

I. 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 GRANTEE shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the GRANTEE 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.

J. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.

The GRANTEE shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 as outlined in Attachment A.

SECTION NO. 8: ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT.

1) Accounting Standards

The GRANTEE agrees to comply with 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP).

2) Cost Principles

The GRANTEE shall administer its program in conformance with 2 CFR 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING.

1) Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 2 CFR 200 Subpart D, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required.
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time as defined in 24 CFR 570.502. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

4) Disclosure

a. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
- iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by

CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- c. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- d. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
- e. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Environmental Review Records

The GRANTEE shall work with the CITY to complete an Environmental Review Record for each home rehabilitation project. The CITY shall serve as the Responsible Entity and complete all correspondence with State Tribal and Historic Preservation Offices, while the GRANTEE shall be responsible for completion of all remaining Environmental Review Record requirements. Completed Environmental Review Records must be approved by the CITY'S Certifying Officer prior to the signing of loan documents or authorization of rehabilitation work. Environmental Review Records will be completed using the HUD Environmental Review Online System (HEROS). The CITY will work with the GRANTEE to provide necessary training, as needed, for effective use of HEROS. The CITY shall retain all completed Environmental Review Records.

6) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over CDBG funds, including program income.

7) Audits & Inspections

All GRANTEE records with respect to any matters covered by this Agreement shall be made available the CITY, HUD or its agent, or other authorized Federal officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance

with 2 CFR 200 Subpart F. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those GRANTEE's expending less than \$750,000 in Federal funds. GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS) or; Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records in the same manner. The CITY has the right to audit the finances of the GRANTEE to ensure that actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. REPORTING AND PAYMENT PROCEDURES.

1) Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by

the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

2) Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 578.63

3) Payment Procedures

The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures, using the forms provided by the CITY in Attachment B. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the CITY's Contract Representative designated on the FACE SHEET of this Agreement.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE 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.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- a. The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- b. The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- c. The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

4) Activity Reports

The GRANTEE shall submit regular Activity Reports to the CITY in conjunction with reimbursement requests on or before the 15th of each month, in the format as described below. These reports shall include program accomplishments and project beneficiary data and shall include, at a minimum, the following information:

- a. Cumulative Contract Goals: completed units, administrative draws, management draws, and loan disbursements.
- b. Monthly Performance Measures: project address, borrower name, household income, race and ethnicity information, elderly status, female head of household status, loan number, loan dollar amount, dates of National Environmental Policy Act (NEPA) review completion, construction notice to proceed, construction completion, lead-based paint activity, and name of general contractor utilized.
- c. Applicants Ineligible or Withdrawn: applicant name, address, race and ethnicity, elderly status, female head of household status, and brief reason for withdrawal or ineligibility.

A sample reporting format shall be provided by the CITY if requested by GRANTEE.

The GRANTEE shall provide activity report updates to the Community, Housing, and Human Services Affordable Housing Committee twice per year: once during the first half of the contract period (May-June) and once during the annual contract renewal period (September-October). The GRANTEE shall provide information on

program accomplishments, goal achievement, and budget spend-down. During the contract renewal period, the GRANTEE shall also propose contract amendments and budget requests as discussed and approved by the CITY.

5) Inventory Reports

The GRANTEE shall provide an annual and close-out inventory report to the CITY, of any fixed assets with an initial cost exceeding \$5,000 purchased or passed-through under this Agreement. The inventory report shall contain: the CFDA number of the grant which purchased the equipment and other award identification information, description of the property, serial or other identification number, who holds title, the acquisition date, cost of the property, percentage of federal participation in the costs, location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property being tracked. The annual report shall be provided within thirty (30) days of the end of the fiscal year of the GRANTEE during the performance period and the close-out inventory report shall be provided within fifteen (15) days of the end of the term of this Agreement.

Note: Inventory that is no longer needed by the GRANTEE is subject to Federal Disposition requirements. No inventory shall be relocated without the written permission of the CITY.

D. PROCUREMENT.

1) Compliance

GRANTEE shall maintain and follow procurement policies and procedures in accordance with 2 CFR 200 Subpart D, for all purchases funded by Federal funds under this Agreement.

GRANTEE and Subgrantees must receive prior approval from CITY for using funds from this Grant to enter into a sole source contract or a Grant where only one bid or proposal is received when value of the purchase or grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of the proposed contract and any related procurement documents and justification for non-competitive procurement, if applicable.

2) Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

3) Domestic Preference

As appropriate and to the extent consistent with the law, the GRANTEE should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this award in accordance with 2 CFR 200.321.

E. USE AND REVERSION OF ASSETS.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The GRANTEE shall transfer to the CITY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination;
- 2) Real property under the GRANTEE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the GRANTEE fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the GRANTEE shall pay the CITY an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The GRANTEE may retain real property acquired or improved under this Agreement after the expiration of the five-year period; and
- 3) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement and then sold, those proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the GRANTEE for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment.

SECTION NO. 9: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The GRANTEE agrees to comply with (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (ii) the requirements of 24 CFR 570.606(iii) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iv) the requirements in 24 CFR 570.606(v) governing optional relocation policies. The GRANTEE shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or

conversion for a CDBG-assisted project. The GRANTEE also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION NO. 10: PERSONNEL AND PARTICIPANT CONDITIONS

A. CIVIL RIGHTS.

1) Compliance

The GRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The GRANTEE shall also comply with the Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule (Equal Access Rule) as provided under 77 FR 5662.

2) Nondiscrimination

The GRANTEE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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 GRANTEE 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 GRANTEE.

Discrimination shall not include GRANTEE's selection of certain individuals to serve as Board members or managers on the basis of membership in a protected class provided that the selection is based on a bona fide occupational qualification.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the GRANTEE shall cause or require a covenant

running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The GRANTEE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The GRANTEE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the GRANTEE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION.

1) Approved Plan

The GRANTEE agrees that it shall be committed to carry out an Affirmative Action Program in accordance with President's Executive Order 11246.

2) Women- and Minority-Owned Businesses (W/MBE)

The GRANTEE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are: Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The GRANTEE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The GRANTEE shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding,

a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANTEE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that it is an Equal Opportunity or Affirmative Action employer.
- 6) Subcontract Provisions
The GRANTEE will include the provisions of Section No. 10 A, Civil Rights , and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS.

- 1) Prohibited Activity
The GRANTEE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- 2) Labor Standards
 - a. The GRANTEE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The GRANTEE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The GRANTEE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
 - b. The GRANTEE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law,

nothing hereunder is intended to relieve the GRANTEE of its obligation, if any, to require payment of the higher wage. The GRANTEE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the GRANTEE and any of the GRANTEE’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The GRANTEE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The GRANTEE further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The GRANTEE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-

income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The GRANTEE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The GRANTEE agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The GRANTEE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The GRANTEE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. CONDUCT.

1) Assignability

The GRANTEE shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the GRANTEE from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

2) Subcontracts

a. Approvals

The GRANTEE shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The GRANTEE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The GRANTEE shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The GRANTEE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis, in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

3) Hatch Act

The GRANTEE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4) Conflict of Interest

The GRANTEE agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The GRANTEE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the GRANTEE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those

with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the GRANTEE, or any designated public agency.

- d. GRANTEE shall disclose in writing any potential conflict of interest to the CITY in a timely manner.

5) Lobbying

The GRANTEE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- b. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6) Copyright

If this Agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7) Religious Activities

The GRANTEE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

- a. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

SECTION NO. 11: ENVIRONMENTAL CONDITIONS

A. AIR AND WATER.

The GRANTEE agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. FLOOD DISASTER PROTECTION.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the GRANTEE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT.

The GRANTEE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may

include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. HISTORIC PRESERVATION.

The GRANTEE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

SECTION NO. 12: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION NO. 13: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION NO. 14: WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

SECTION NO. 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

SPOKANE NEIGHBORHOOD ACTION
PARTNERS

CITY OF SPOKANE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

**ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION**

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes ☐ If yes, answer question 2 below.

No ☐ If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes ☐ If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.


No ☐ If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

 City of Spokane Grantee Billing Form		City Clerk #		
		Vendor ID #		019804
		IDIS or ELOCS		
SUBMIT BILLING TO:		Submit this form to claim payment for materials, merchandise, and/or services. Show complete detail for each item. <u>Vendor/Claimant Certificate:</u> I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise and/or services furnished, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veteran status. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Services performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source.		
City of Spokane Community, Housing, and Human Services Dept. 808 W. Spokane Falls Blvd, 6th Floor Spokane, WA 99201				
GRANTEE (Warrant is to be payable to:)				
SNAP 3102 West Whistalks Way Spokane, WA 99224				
		Grantee Certification		
Project/Program:	Single Family Rehabilitation Program	By:		
Award Number:	NA	(SIGN IN INK)		
Indirect Cost Rate	NA	(TITLE) (DATE)		
Billing date:				
Expense Period:		(EMAIL ADDRESS) (TELEPHONE NUMBER)		
Grant Term	1/1/2023 - 12/31/2023	Previously Requested accurate as of		10/18/2022
	<u>A</u> Grant Budget	<u>B</u> Current Expense Request	<u>C</u> Total Previously Requested	<u>D</u> Grant Balance (A-B-C)
EXPENSE Categories:				
General Administration				
General Administration	\$ 40,702.00	\$ -	\$ -	\$ 40,702.00
Program Management				
Program Salaries & Benefits	\$ 264,065.00	\$ -	\$ -	\$ 264,065.00
Other Program Expenses	\$ 74,162.00	\$ -	\$ -	\$ 74,162.00
Constructiron Costs Category				
Construction Loans	\$ 990,000.00	\$ -	\$ -	\$ 990,000.00
Fees, Testing, and Relocation	\$ 115,950.00	\$ -	\$ -	\$ 115,950.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 1,484,879.00	\$ -	\$ -	\$ 1,484,879.00
Contract Amount (auto populated)		\$ 1,484,879.00	% Expended:	0.00%
Total Expended to Date (auto populated)		\$ -		
Contract Remaining Balance		\$ 1,484,879.00	% Remaining:	100.00%
← Check box if final request.		CHHS Approval:		

Information & Instructions for Completing Grantee Billing Form & Itemized Expense Reports

A reimbursement request, otherwise known as a bill or invoice, consists of a Grantee Billing Form, Payee Expense Report, Staff Expense Report and detailed documentation of the expenses. The billing form includes the approved budget categories and amounts during the active performance period of the Agreement. The Payee Expense Report and Staff Expense Report should be completed to detail each itemized expense being requested on the billing form in the Current Expense Request in Column B in aggregate value for each Approved Budget Category for the current expense period.

You should bill monthly for expenditures. If there have been no expenditures paid for the previous month, an invoice is not required. Please submit a final reimbursement request with all required documentation by the identified date in your Agreement. A final program report will be required to be submitted as well. You will not be paid until all documentation and final reports are received. HMIS Data MUST be electronically posted in the HMIS database before invoices will be paid.

Complete the Staff Expense Report for each employee you are requesting reimbursement of salary and fringe benefits based on the allowed activity and amount of actual time spent performing that activity. Record the employee Name, allowed Activity being funded, the Expense Category of the approved budget applicable to the activity, Total Hours Worked, Hours Worked on Listed Activity, and Total Salary & Fringe paid during the Expense Period. If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. Total Salary and Fringe should be reflected as the monthly amount. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a single project.

Complete the Payee Expense Report for the project expenses that are not staff salary/benefits or housing assistance. Record the Payee (who you paid), Expense Category (Rapid Re-Housing, Emergency Shelter or Administration), Expenditure Type (Rent, Housing Stabilization, Program Operations, etc.), Total Bill (total amount of expense). If you are claiming indirect costs, indicate whether or not each expense is included in your indirect cost base. If your grant supports more than one project, complete the Project Name column to clearly associate each expense with a

Complete the Housing Assistance Detail Report for each housing assistance expense (rental application fees, rental assistance, security deposits, etc.) you are claiming reimbursement for. Record the HMIS client ID number, housing assistance expense type (application fee, security deposit, rent assistance, etc.) unit/FMR info if known, client lease information if known, and reimbursement information. If your grant is providing housing assistance through two or more projects, complete a Housing Assistance Detail Report for each one. If needed, complete the Housing Assistance Adjustment Report to explain changes to previously reported housing assistance expenses charged to the grant including Adjustment Reason.

Complete the Match Report for any project requiring a match contribution in accordance with the Agreement. Record the expense, match type, and cost information and submit it in conjunction with the reimbursement request on the schedule as listed in the Agreement. Do not submit the Match Report if you are not claiming match.

Complete the Program Income Report for any program income earned by the project. Record the expense information, amount, and any notes in the report and submit it in conjunction with the reimbursement request. Do not submit the Program Income Report if the project did not earn program income.

The billing form and itemized expense reports MUST be signed in ink. The formulas should not be changed or adjusted in the form(s).

Completing the Grantee Billing Form:

- ☐ Name and address of your organization requesting reimbursement.
- ☐ Expense Period (should bill as monthly expenses, January, February, etc.)
- ☐ Enter total amount of Monthly Actual in Column B to represent the amount requested for reimbursement for the current period in the line item category of the approved budget (i.e. - Rapid Re-Housing, Emergency Shelter and Administration) and should reflect the total of itemized expenses on the Payee Expense and Staff Expense Reports. The Payee Expense and Staff Expense Reports must be completed and submitted with the billing form. You may not transfer funds between approved categories without written preapproval from the City.
- ☐ Enter Total Previously Requested in Column C, as applicable to each line item in the approved category of the budget. The
- ☐ Ensure all back up documentation is included for payment processing if you are using any type of the allocation for direct or
- ☐ Sign in ink, provide title, date, email address and telephone number before sending for approval and payment processing to City of Spokane Community, Housing, and Human Services Department.

Documentation Required for Billing Forms:

All requests for reimbursement must be supported by documentation necessary to show that the costs charged to the grant funds were incurred during the active performance period of the Agreement, were actually paid out, were allowable items and have been approved by the responsible official within the organization. For example:

Salary and Fringe – receipts, payroll reports, timesheets signed by the employee and the immediate supervisor, letters of employment that include rate of pay, benefits and employee withholdings. For staff directly charged to a grant funded program or project time and attendance records should be included as well. Other sources of documentation might include, canceled checks from employees, insurance provider, etc. or evidence of direct deposits which document outlay of expenses. **100% of the time daily must be recorded for all hours worked by activity performed. This is required for all federally funded grant positions.**

Rent/Utilities – proof of payment to vendor, rental or lease agreement, utility bills. If the cost of the space or utilities is split between grant funded and other sources, there must be a reasonable method in place to allocate the charges fairly among the sources and the method provided.

Supplies and Materials (all Goods) – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. It's also helpful to keep information regarding where the supplies are stored and for what program or project are they being used in the organizations' internal file.

Equipment – proof of payment to vendor, purchase orders, requisition forms, receipts, and invoices from vendors. Packing slips are only proof of delivery and do not act as an invoice from the vendor. If the item received is an inventoriable piece of equipment, the serial number, model, and inventory tag should be noted on the purchase order or invoice from the vendor.

Other – proof of payment, receipts, invoices from vendor. Please contact the City for specific questions on required documentation.

Admin/Indirect Costs – methodology of application applied in accordance with Federal Guidance on allocation of direct costs for non-profits using the base most appropriate (for federally funded agreements) or applied in accordance with a methodology that the City has approved the use of (for agreements funded with non-federal sources).

If you are allocating either direct expenses or indirect expenses using a rate other than a federally negotiated rate or the de minimis rate (10% MTDC) the use of your allocation plan must be approved by the City prior to you charging the grant program. The allocation should consist of your pooled costs or cost basis and the narrative for the methodology applied to determining the calculated rate or percentage. Direct expenses allocated usually include utilities, rent, agency liability insurance, and may include staff paid time allocated as well.

Payee Expense Report									
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Organization:	
---------------	--

City Clerk #:	
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Prepared By:	
--------------	--

Date:	
-------	--

Please complete the table for ALL (non-Staff) expenses for the reported period. Copies of receipts and invoices MUST be attached.

Payee/Vendor Name	Expense Category (Support Services, Operating Expenses, etc.)	Expenditure Type (Rent, Maintenance, Furnishings, Case Management etc.)	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total
EXAMPLE: Avista	Operating Expenses	Utilities	\$ 90.91	\$ 9.09	\$ 100.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Total Current Expenses Requested this Period			\$ -	\$ -	\$ -

Staff Expense Report								
Organization:		Grant #:		City Clerk #:				
Prepared By:		Title:		Date:				
Please complete the table for all STAFF expenses for the reported period. Signed timesheets MUST be attached.								
Name	Activity Funded	Total Hours Worked (100% of time on ALL activities)	Hours Worked on Listed Activity	Total Salary and Fringe paid to Employee	Direct Amount Billed to Grant	Indirect Amount Billed to Grant	Total Billed to this Grant	Match Contribution this Period
Example: Doe, John	Case Management	80.00	60.00	\$ 1,200.00	\$ 818.00	\$ 82.00	\$ 900.00	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
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Total Staff Expenses Requested this Period					\$ -	\$ -	\$ -	\$ -

Program Income Report

Organization:

Grant #:

City Clerk #:

Prepared By:

Title:

Date:

Please complete the table for ALL expenses paid with Program Income prior to the request for reimbursement of grant funds for the reported period.

Expense Category
(Support Services, Operating
Expenses, etc.)

**Expense Type
(Rent, Maintenance, Furnishings, Case
Management etc.)**

Amount

Notes

\$ -

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Total Expenses Paid with Program Income Requested this Period	\$ -
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Community, Housing and Human Services Department
808 West Spokane Falls Blvd
Spokane, WA 99201

Contract Year:

2023

Reporting Period:

Monthly Services Report - Please review instructions before completing

Agency Name: **Spokane Neighborhood Action Partners**

Street Address: 3102 West Whistalks Way

City, State: Spokane, WA

Zip: 99224

INSTRUCTION TO SPONSOR: Submit this form monthly to comply with contractual reporting requirements.

I hereby certify that the data contained in this report is accurate and reflective of the number of clients served and the actual program outcomes and outputs as defined in the grant application/contract.

Project/Program Name: Single Family Rehabilitation Program

Total Award (\$) \$1,484,879

GTD Expenditures (\$)

Current Expenditures (\$)

Award Remaining (\$)

Award Remaining (%)

By:

Date:

Danny Shea

Single Family Rehab Program Manager

Shea@snapwa.org

(509) 319- 3081

Beneficiary Data Totals at a Glance

Race		Ethnicity - Hispanic		Income (AMI)	
Total (Month)		Total (Month)		Total (Month)	
Total (YTD)		Total (YTD)		Total (YTD)	

Beneficiary Data

Race	Race Totals		Hispanic / Latino Totals	
	Month	YTD	Month	YTD
1) White				
2) Black/African American				
3) Asian				
4) American Indian/Alaskan Native				
5) Native Hawaiian/Other Pacific Islander				
6) American Indian/Alaskan Native & White				
7) Asian & White				
8) Black/African American & White				
9) American Indian/Alaskan Native & Black/African American				
10) Other				
Totals				

Income (AMI)	Month	YTD
1) Extremely Low ($\leq 30\%$)		
2) Low Income (31% - 50%)		
3) Low/Moderate (51% - 80%)		
4) Above Income Limits		
Totals		

Housing Unit Information - SFR Projects Only!		
	Month	YTD
# of Female Head of Household		
# of Units Occupied by Elderly		
Totals		

SF Rehab Program - Monthly Project Completion Report

Period of Performance: 1/1/2023 - 12/31/2023

Loan Number	Client Name	Address (include ZIP)	Loan Amount	Grant Amount	Loan Amount Committed	Client App. Date	Loan Signing Date	NEPA Completion Date	ATP Date	Project Completion Date	0 - 30%	30 - 50%	50 - 80%	Race Code	Ethnicity: Hispanic	Unit Occupied by Elderly	Female HOH	Housing constructed before 1978	Exempt: Housing constructed 1978 or later	Exempt: No paint disturbed	Otherwise exempt	SWP <\$5000 <i>Ref. 24 CFR 35.930(b)</i>	Interim Controls \$5001-\$25,000 <i>Ref. 24 CFR 35.930(c)</i>	Abatement >\$25,000 <i>Ref. 24 CFR 35.930(d)</i>	GC Name	Contract Amount	
CUMULATIVE ACTIVITY			\$0	\$0	\$0	\$0		0			0	0	0			0	0	0	0	0	0				\$0		

Call log

Period of Performance: January 2023-December 2023

Phone #	Date	Address (Street, City, State, ZIP)	Homeowner Name	Marketing Source	Need stated	Notes	1st Contact Date	2nd Contact Date	3rd Contact Date
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Marketing Source

1. Facebook Ad	5. Word of Mouth
2. Radio	6. Internal Referral
3. Snap Website	7. Findhelp.com
4. Sewer Bill	8. Other (please list)

Applicants Withdrawn or Determined Ineligible	
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
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91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

Period of Performance: January-December 2023

[illegible]

CUMULATIVE ACTIVITY									
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Race Code Key	
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Please choose one of the following:

- 1 - White
- 2 - Black/African American
- 3 - Asian
- 4 - American Indian/Alaskan Native
- 5 - Native Hawaiian/Other Pacific Islander
- 6 - American Indian/Alaskan Native & White
- 7 - Asian & White
- 8 - Black/African American & White
- 9 - American Indian/Alaskan Native & Black/African American
- 10 - Other

Brief Reason for Withdrawn or Ineligible (use key below or describe briefly)

Ineligible

1. Qualify
 - a. Over AMI
 - b. Currently in BK
2. Capacity - inability to repay
3. Collateral - LTV is too high
4. Title issues
 - a. Judgements
 - b. Ownership issues

Withdrawn

1. Too expensive
2. Cannot use own contractor
3. Selling house
4. Does not want to do program requirements
 - a. Roof (no issues at this time)
 - b. Sewer (no issues at this time)
 - c. Lead
5. Client got someone else to do work at a lower cost

Information & Instructions for Completing the Monthly Services Report

Who Is Included?

The clients included in the monthly totals must be **NEW** clients that were provided services under one, or more, activities specified in the logic model during the contract period. For example, if a client is served in the 1st month--and continues to receive services throughout the remainder of the operating period--they should **only** be included in the 1st month totals.

Definitions and Terms

GTD: Grant-to-Date

Validation

Enter in totals for each column in the Validation section first. The Validation portion of the Monthly Services Report is intended to ensure that aggregate data submitted for Race, Ethnicity, and Income questions reflect the entirety of clients served for the current month and grant-to-date. If any of the fields do not show as green, after all data has been entered, one or more values entered into one, or more, of the rows within the Beneficiary section is wrong.

Beneficiary - Monthly Totals

Indicate the corresponding Race and Ethnicity value for each **NEW** client served by the program during the month. Each **NEW** client should be asked his/her race **and** ethnicity. For example, if a client identifies as White (Race) and Hispanic/Latino (Ethnicity) then the client would be added to **both** the rows corresponding to White **and** Hispanic Latino. All values for **Race** and **Ethnicity** are determined by the Department of Housing and Urban Development, not the Community, Housing and Human Services Department. Monthly totals in the Income - Total # column must match the total for Race (Month). If no new clients were served, please report 0 in the applicable box.

Beneficiary - GTD (Grant-to-Date) Totals

The GTD columns track the overall progress of the program towards meeting contractually specified performance measures; the GTD is determined by adding the current monthly totals to the GTD totals from the **last submitted Monthly Services Report**. The totals provided in the GTD Total # column must match the provided totals in the Race GTD Total # column.

Public Services + Facilities

Please do not enter any information in this section. This information is not applicable to the Single Family Rehabilitation Program reporting requirements.

Monthly Benefit

The Monthly Benefit Report tab breaks down the project information by address. Use the drop down menu to choose the month that is being reported and scroll right to access the rest of the table. Please note that for the Race Code column there is a key; choose one of the values and put the corresponding number in the column. Enter all projects completed for the reported month.

Contract Benchmarks

Fill out the actual contract benchmarks (including status reporting fields) for the appropriate reporting period. Please do not alter the proposed benchmarks as they have been prefilled based on the application and contract. There are three questions below the table; please fill out the narrative area if applicable.

Ineligible or Withdrawn

For any applicants that were deemed ineligible or have withdrawn, please enter the information in this table. Please note that for the Race Code column there is a key; choose one of the values and put the corresponding number in the column. Enter all projects that were deemed ineligible or were withdrawn for the reported month.

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

11/07/2022

Date Rec'd

10/26/2022

Clerk's File #

OPR 2022-0798

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

DAN BULLER 625-6391

Project #

2022064

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name0370 - 29TH/WASHINGTON/MONROE GRIND AND OVERLAY DESIGN
(2022064)- TD&H**Agenda Wording**

Contract for the design of the 29th/Washington/Monroe Grind and Overlays with TD&H Engineering for \$538,700.00 plus 10% administrative reserve.

Summary (Background)

The city has received grant funding for three large grind and overlay projects. Because of scheduling and workload constraints, Engineering Services desires to contract the design of those projects to a consultant. Total contract amount is \$538,700.00 plus \$53,870.00 administrative reserve. TD&H Engineering was chosen via RFQu process.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 538,700.00

3200-95164-95100-56501-86119

Select \$

#

Select \$

#

Select \$

#

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

BULLER, DAN

Study Session\Other

PIES 9/26/22

Division Director

MILLER, KATHERINE E

Council Sponsor

Kinnear

Finance

ORLOB, KIMBERLY

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**ACCOUNTING -
GRANTS**

MURRAY, MICHELLE

ddaniels@spokanecity.org

dbuller@spokanecity.org

steven.marsh@tdhengineering.com

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Hiring a Consultant for Project Design
Summary (Background)	<ul style="list-style-type: none"> The city has received grant funding for three large grind and overlay projects. Because of scheduling and workload constraints, Engineering Services desires to contract the design of those projects to a consultant for two or three of those projects. A request for qualification (RFQ) process per WSDOT regulations is underway and the consultant will be selected based on qualifications per state law. Once reviewed and negotiated, that scope of work, budget and agreement between the city and consultant will be brought to council for approval in mid October.
Proposed Council Action & Date:	None at this time. Following consultant selection, the consultant contract will be brought to city council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X 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? 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 contract supports multiple 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?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): TD&H Engineering		
Address 303 East 2nd Avenue Spokane, WA 99202	Federal Aid Number NHPP-9932(077)	
UBI Number 601-014-909	Federal TIN 81-0295283	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title 29th/Washington/Monroe Grind & Overlay		
Description of Work The project will include Maintenance grind & overlay, pavement repair, crack seal, upgrade ADA ramps.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 538,700.00

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: (509) 625-6154
Facsimile:

If to CONSULTANT:

Name: Greg Hess
Agency: Thomas Dean & Hoskins, Inc. TD&H Inc.
Address: 303 E. 2nd Ave.
City: Spokane State: WA Zip: 99202
Email: steven.marsh@tdhengineering.com
Phone: (509) 622-2888
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

LA10403

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: (509) 625-6391
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

"See Attached"

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

See attached WSDOT letter.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet city's current survey datum if needed

B. Roadway Design Files

Meet current roadway dimensions and profile

C. Computer Aided Drafting Files

Meet City Standards

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

"pdf" Format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Any roadway and bridge drawings which are available. These drawings will be in a pdf format.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email or ftp site.

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

"See Attached"

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

"See Attached"

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
TD&H Inc.

whose address is

303 East 2nd Avenue Spokane, WA 99202

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

TD&H Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of TD&H Inc.

I hereby certify that I am the:

☒ Project Manager

☐ Other

of the 29th/Washington/Monroe Grind and Overlay, and **TD&H Inc.**

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

TD&H Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of 29th/Washington/Monroe Grind and Overlay* are accurate, complete, and current as of **. .

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: TD&H Inc. .

Signature .

Title .

Date of Execution .***. .

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

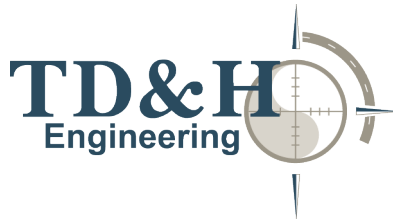
Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

303 East 2nd Avenue
Spokane, WA 99202



509.622.2888
tdhengineering.com

October 26, 2022

Mr. Dan Buller
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

RE: 29TH/WASHINGTON/MONROE GRIND & OVERLAY
PROJECT NUMBER: 2022064
SCOPE OF WORK AND COST PROPOSAL

Dear Dan,

The purpose of the letter is outline our scope of work and cost proposal for the above mentioned project.

Project Extents

- 29th Avenue – Grand Blvd to Southeast Blvd, excluding those two intersections.
- Washington Street – Spokane River (north bridge abutment) to Maxwell Avenue, including the Maxwell Avenue intersection.
- Monroe Street – Wellesley Avenue to Francis Avenue, excluding those two intersections.
- Lincoln Road – Standard Street to Nevada Street. Includes Standard Street intersection but excludes Nevada Street intersection.

Project Description

Provide pavement preservation through pavement grind and asphalt concrete overlay including pavement repair and crack sealing where needed.

The project will also include installing or replacing ADA ramps where the construction work is adjacent to the ramps. It is likely that acquiring right of way will be required in select locations. The project is federally funded and any acquisition will follow the FHWA procedures in obtaining right of way. TD&H Engineering has hired Epic Land Solutions as a subconsultant to assist with the acquisition process.

Certain sections of the project will require full depth pavement repair, specifically on Monroe Street from Rowan to Francis.

Drainage improvements include installing additional stormwater line and inlets along 29th Avenue, west of Pittsburg to improve drainage.

TD&H Engineering will consult with ICM to determine if the City wants to change the striping of Lincoln Road to a three lane section with stripped bike lanes. For the purposes of this scope of work, it is assumed striping will not change.

A priority will be placed on finishing Washington Street prior to opening of the new football/soccer stadium.

Specific Tasks by TD&H Engineering

- Review and update City's Project Charter as necessary
- Provide topographic and boundary survey for 61 ADA ramps out of a total of 115. Specifically,
 - 29th Avenue – 14 out of 36
 - Washington – 14 out of 27
 - Monroe – 33 out of 36
 - Lincoln – 0 out of 16
- Provide a topographic survey of 29th Avenue, west of Pittsburg in the area of the proposed improved drainage.
- Right of Way Acquisition per FHWA/WSDOT standards.
- Prepare City of Spokane Utility Notices, City will mail out.
- Order Sewer Book from Wastewater Department
- Obtain existing pavement sections per City records and use as basis of design.
- Field measure existing ADA ramps for compliance and use City's ADA ramp guidance to determine if the ramps are fully compliant, non-compliant, or has minor defects and can remain as-is.
- Coordinate with urban forestry regarding any tree removal, if necessary.
- Determine if temporary construction easements are necessary for the project. For the purposes of this scope of work, TD&H Engineering is assuming none will be necessary.
- Help the City coordinate with local businesses. The City will take the lead but TD&H will provide necessary documentation and push the process along.
- Coordinate with the City on temporary traffic control during construction.
- Assist the City with public outreach and a community meeting. The City will take the lead but TD&H will provide necessary documentation and push the process along.
- Prepare NOI and SWPPP from City template.

Deliverables

- Plan Sheets, including
 - Cover sheet
 - Quantities sheet
 - Erosion and sediment control plan
 - Erosion and sediment control details
 - Existing conditions at ADA ramp replacements
 - Proposed ADA ramp improvements
 - Plan view of grind and overlay area
 - Pavement section details
 - Plan and profile of stormwater drainage improvement (29th Avenue west of Pittsburg)
 - Construction details
- Project Manual, including
 - Technical specifications in City of Spokane format.
 - Appendix including project location map, traffic control plans, stormwater BMP's per Spokane Regional Stormwater Manual, City's supplemental bidder responsibility criteria, and project quantities.
- Engineering Estimate

- Public Meeting Visual Aids
- NPDES Notice of Intent & Stormwater Pollution Prevention Plan per City template.

Right of Way Acquisition Consultant (Epic Land Solutions)

Epic understands that the project is funded with federal funds and must comply with the Washington State Department of Transportation (“WSDOT”) oversight and will require Right of Way (ROW) Certification. There are an anticipated twenty (20) properties impacted, and an assumption of 20 unique property owners.

Epic’s Right of Way team will assist TD&H Engineering and the City to meet the project goals by managing these services from start to finish. The following scope and fee proposal has been prepared with the assumption that WSDOT Certification will be required. We anticipate the key tasks and deliverables for the project will include:

- **Right of Way Funding Estimate**

Epic will prepare a Right of Way Funding Estimate (ROWFE) for the acquisition of lands, property rights and temporary construction easements necessary for the City to perform this project in accordance with the guidelines detailed in the WSDOT Right of Way Manual. For this proposal, it is assumed that no more than 20 tax parcels and 20 unique property owners are impacted. The funding estimate for the 20 tax parcels will include costs for Administrative Offer Summaries (AOS), right of way acquisition (land and improvements), severance damages, and other support costs for this project’s affected parcels. Data will be provided justifying estimate costs. Epic will provide updates to the funding estimate based on City review and commentary.

- **Administrative Offer Summaries (AOS)**

For the purposes of Epic’s fee proposal, contained herein, we are assuming that up to 20 separate valuations will be done, and they will all be AOS’. If an appraisal and review is needed, additional scope and fee for such will be required. Epic will use an in-house appraiser, if feasible, or sub-contract if necessary.

The AOS’ will be prepared by qualified staff and presented to the City for Determination of Just Compensation and to set the initial offer amount. Epic will adhere to the WSDOT Right of Way protocols for the AOS Policy.

- **Acquisition/Negotiations**

Epic will interface with TD&H Engineering and the City to manage the scope of the real estate services necessary for this project. Epic will prepare and maintain a detailed project schedule and provide periodic progress reports to TD&H Engineering and the City. Epic will ensure the right of way process has been followed in accordance with all City, WSDOT and federal policies and regulations. Epic’s team will regularly reference the WSDOT Right of Way and Local Agency Guidelines (LAG) manuals.

Epic will review title reports provided by TD&H Engineering or the City for the affected parcels identifying all potential encumbrances to project team members. Epic will assist in clearing the necessary encumbrances prior to closing, if feasible.

Epic will provide real estate acquisition and negotiation services for the parcels affected by this project. Epic will assist the City in developing all right-of-way

documents and offer letters in accordance with the City's right-of-way procedures for acquisition of affected properties.

Epic will draft all right-of-way documents and offer letters using either WSDOT templates or City supplied documents. Epic will provide these to TD&H Engineering and City staff for pre-acquisition review before any offers are made to property owners.

Epic agents will act in good faith always and will never coerce owners in an attempt to settle the parcel. All negotiations will start with an in-person presentation of all offers when feasible. Epic will identify property owner issues, concerns and differences early on and document that information in the individual parcel negotiation diary. Epic will work with TD&H Engineering and City staff throughout the negotiation process with the property owner until settlement is reached.

- WSDOT Certification Support

All federally funded projects require right of way certification by WSDOT. To assist the City in obtaining WSDOT Right of Way Certification and protect Federal Aid, Epic will maintain all files throughout the project and provide the files to the WSDOT Local Agency Coordinator electronically. Epic will also assist the City in preparation of the Right of Way Certification letter and spreadsheet for submittal to WSDOT.

Epic's staff has the availability to start the acquisition process once 60% ROW plans and title reports are received. The expected term of the project is eight (8) months from issuance of the Notice to Proceed (NTP). AOS' will be completed within four (4) weeks of NTP.

Epic's Deliverables

1. Project Funding Estimate which includes 20 parcels
2. 20 AOS'
3. 20 Encumbrance reports
4. 20 Project files at project completion

Epic's Assumptions

1. Assumes up to five (5) client meetings, status report preparation, and related tasks.
2. Assumes up to twenty (20) parcels with twenty (20) unique property owners impacted and no full acquisitions. Additional parcel impacts will require additional scope and fee.
3. Assumes up to twenty (20) Administrative Offer Summaries (AOS) to be delivered four (4) weeks after NTP. Additional AOS' will require additional scope and fee.
4. Assumes no appraisals or appraisal reviews. If required, Epic will produce additional scope and fee for in-house or sub-contracted services.
5. Assumes Epic will use WSDOT Right of Way document templates or templates provided by the City.
6. Assumes up to twenty (20) Temporary Construction Easement (TCE) and/or partial acquisitions, no full acquisitions, or relocations.
7. Assumes there is no condemnation. If condemnation support is needed the scope and fee will be adjusted accordingly.
8. Assumes project has no delays and that scope can be completed within 6 months from NTP.

9. Assumes that if NTP is received after one hundred twenty (120) days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.
10. Assumes legal descriptions of right of way area, plat maps, project plans, and right-of-way maps will be provided by TD&H Engineering and the City at the Notice-to-Proceed.
11. Assumes City to provide Epic the City's ROW procedures and ROW plans at the Notice-to-Proceed.
12. Assumes Preliminary Title Reports will be supplied by the TD&H Engineering or the City at the Notice-to-Proceed.
13. Epic will conduct a detailed analysis of the title. Tasks related to title clearance may result in additional scope/fees.
14. City ROW Procedures, Right of Way Plans, and AOS' will be approved by WSDOT before discussions with the property owners will commence.
15. Assumes completed acquisition files will be provided to the City for retention and forwarding to WSDOT Local Agency Coordinator for certification.

City Review Stages

The City will review plans, specifications, and engineering estimate at the 30%, 60%, and pre-final stages.

Meetings

TD&H will participate in the following meetings:

- Kickoff meeting with the City
- 30% design review meeting
- Traffic detouring meeting
- Community meeting
- 60% design review meeting
- Pre-Final design review meeting
- Three additional meetings as requested by City.

Bidding Assistance

TD&H will prepare addenda as needed. The City will be the primary contact for bidder's questions. TD&H will provide support in a secondary role.

Fee

It is our understanding this contract will be a time and materials, not to exceed estimate based on a negotiated fee schedule. (Table 1. Estimate.)

Table 1. Estimate

Services	Cost	Percentage of Construction Cost
Surveying	\$86,700	1.7%
Design & Bid Documents	\$306,000	6.0%
Right of Way Consultant (20 ramps at \$7,300 per ramp)	\$146,000	2.9%
Construction Administration Services	TBD, if necessary	TBD, if necessary
Total Contract Amount	\$538,700	10.6%

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Marsh'.

Steven N. Marsh, PE
Vice President/Regional Manager

Enclosure (1)
2022 Rate Sheet - CONFIDENTIAL



EXHIBIT D-1 - CONSULTANT FEE DETERMINATION SHEET
(2022 Negotiated Hourly Rate)

CITY OF SPOKANE - ENGINEERING SERVICES
29th Av/Washington/Monroe Grind and Overlay
CONFIDENTIAL

LABOR COST

<u>Discipline or Job Title</u>	<u>Direct Labor</u>	¹ <u>Overhead @ 142.56%</u>	<u>Profit @ 15%</u>	² <u>FCCM 0.59%</u>	³ <u>Rate Per Hour</u>
Principal	\$ 62.03	\$ 88.43	\$ 22.57	\$ 0.37	\$ 173.39
Engineer V	\$ 57.64	\$ 82.17	\$ 20.97	\$ 0.34	\$ 161.12
Engineer IV	\$ 49.71	\$ 70.87	\$ 18.09	\$ 0.29	\$ 138.96
Engineer III	\$ 43.87	\$ 62.54	\$ 15.96	\$ 0.26	\$ 122.63
Engineer I	\$ 31.52	\$ 44.93	\$ 11.47	\$ 0.19	\$ 88.11
Registered Land Surveyor	\$ 47.93	\$ 68.33	\$ 17.44	\$ 0.28	\$ 133.98
Engineering Technician	\$ 38.54	\$ 54.94	\$ 14.02	\$ 0.23	\$ 107.73
CAD Designer I	\$ 26.10	\$ 37.21	\$ 9.50	\$ 0.15	\$ 72.96
Clerical	\$ 21.62	\$ 30.82	\$ 7.87	\$ 0.13	\$ 60.44

¹ Overhead Rate does not include the Facilities Capital Cost of Money (FCCM) = 143.15% - 0.59% = 142.56%

² Overhead Rate + FCCM = WSDOT's Approved Indirect Cost Rate = 142.56% + 0.59% = 143.15%

REIMBURSABLES

<u>Description</u>	<u>Unit</u>	<u>Rate</u>
<u>Travel</u>		
Vehicle Mileage	Mile	Federal Reimbursement Rate
<u>Equipment</u>		
Total Robotic Station - Hourly (Assumes one man crew)	Hour	\$ 30
Drone Surveying	Day	\$ 1,500

Out of Pocket Costs

Charged at Actual Cost Plus 10% UNLESS contract specifies otherwise.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 11, 2021

Thomas, Dean and Hoskins, Inc.
1800 River Drive N
Great Falls, MT 59401

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Kelly Okes:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 143.15% of direct labor (rate includes 0.59% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Anderson Zurmuehlen & Co. P.C. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 6, 2022

Ms. Marlene Feist
Director, Public Works and Utilities
City of Spokane
808 West Spokane Falls Blvd., 2nd Floor
Spokane, Washington 99201

**City of Spokane
29th/Washington/Monroe
NHPP-9932(077)
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and determined that setting a mandatory DBE goal for consultants on this project is not appropriate. The evaluation of the mandatory DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

The Consultant shall continue their outreach efforts to provide DBE/SBE firms maximum practicable opportunities to participate in this project.

If you have any questions, you can contact me at 360.705.7379, or by email at WonchW@wsdot.wa.gov.

Sincerely,

William Wonch
Acting Project Development Engineer
Local Programs

WW:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer

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

11/07/2022

<u>Date Rec'd</u>	10/26/2022
<u>Clerk's File #</u>	OPR 2022-0799
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2022065
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - MARKET/MONROE/29TH GRIND AND OVERLAY DESIGN (2022065) - TD&H

Agenda Wording

Contract for the design of Market/Monroe/29th Avenue Grind and Overlays with TD&H Engineering for \$398,400.00 plus 10% administrative reserve.

Summary (Background)

The city has received grant funding for three large grind and overlay projects. Because of scheduling and workload constraints, Engineering Services desires to contract the design of those projects to a consultant. Total contract amount is \$398,400.00 plus \$39,840.00 administrative reserve. TD&H Engineering was chosen via RFQu process.

Lease? NO Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 398,400.00

3200-95164-95100-56501-86118

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head** BULLER, DAN**Study Session\Other** PIES 9/26/22**Division Director** MILLER, KATHERINE E**Council Sponsor** Kinnear**Finance** ORLOB, KIMBERLY**Distribution List****Legal**

eraea@spokanecity.org

For the Mayor PERKINS, JOHNNIE

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

jgraff@spokanecity.org

ACCOUNTING - GRANTS MURRAY, MICHELLE

ddaniels@spokanecity.org

dbuller@spokanecity.org

steven.marsh@tdhengineering.com

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Hiring a Consultant for Project Design
Summary (Background)	<ul style="list-style-type: none"> The city has received grant funding for three large grind and overlay projects. Because of scheduling and workload constraints, Engineering Services desires to contract the design of those projects to a consultant for two or three of those projects. A request for qualification (RFQ) process per WSDOT regulations is underway and the consultant will be selected based on qualifications per state law. Once reviewed and negotiated, that scope of work, budget and agreement between the city and consultant will be brought to council for approval in mid October.
Proposed Council Action & Date:	None at this time. Following consultant selection, the consultant contract will be brought to city council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X 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? 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 contract supports multiple 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?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): TD&H Engineering	
Address 303 East 2nd Avenue Spokane, WA 99202	Federal Aid Number NHFP-NHPP-9932(076)
UBI Number 601 014 909	Federal TIN 81-0295283
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Market/Monroe/29th Grind & Overlay	
Description of Work <p>This project will include Maintenance grind & overlay, pavement repair, crack seal, upgrade ADA ramps.</p>	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 398,400.00	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: (509) 625-6391
Facsimile:

If to CONSULTANT:

Name: Steve N. Marsh, PE
Agency: TD&H
Address: 303 East 2nd Avenue
City: Spokane State: WA Zip: 99202
Email: steven.marsh@tdhengineering.com
Phone: (509) 622-2888
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

LA 10402

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: (509) 625-6391
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

"See Attached"

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

"WSDOT DBE Goal is 0%"

"See Attached WSDOT Letter"

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet city's current survey datum if needed

B. Roadway Design Files

Meet current roadway dimensions and profile

C. Computer Aided Drafting Files

Meet City Standards

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

"pdf" Format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Any roadway and bridge drawings which are available. These drawings will be in a pdf format.

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email or ftp site.

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

"See Attached"

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

"See Attached"

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
TD&H Engineering

whose address is

303 East 2nd Avenue Spokane, WA 99202

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

TD&H Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of TD&H Engineering

I hereby certify that I am the:

☒ Project Manager

☐ Other

of the Market/Monroe/29th Grind & Overlay, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Spokane

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

TD&H Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

TD&H Engineering

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Market/Monroe/29th Grind & Overlay^{*} are accurate, complete, and current as of _____^{**}.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: TD&H Engineering

Signature _____

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
 **Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
 ***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

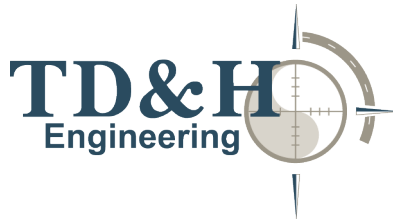
Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

303 East 2nd Avenue
Spokane, WA 99202



509.622.2888
tdhengineering.com

October 26, 2022

Mr. Dan Buller
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

RE: MARKET/MONROE/29TH GRIND & OVERLAY
PROJECT NUMBER: 2022065
SCOPE OF WORK AND COST PROPOSAL

Dear Dan,

The purpose of the letter is outline our scope of work and cost proposal for the above mentioned project.

Project Extents

- Greene/Market Street – Spokane River to Rockwell Avenue, excluding Rockwell Avenue intersection.
- Monroe Street – Kiernan Avenue (including intersection) to Wellesley Avenue (excluding Wellesley Avenue intersection).
- 29th Avenue – Southeast Blvd. to Ray Street – excluding both intersections.

Project Description

Provide pavement preservation through pavement grind and asphalt concrete overlay including pavement repair and crack sealing where needed.

The project will also include installing or replacing ADA ramps where the construction work is adjacent to the ramps. It is likely that acquiring right of way will be required in select locations. The project is federally funded and any acquisition will follow the FHWA procedures in obtaining right of way. TD&H Engineering has hired Epic Land Solutions as a subconsultant to assist with the acquisition process.

Certain sections of the project will require full depth pavement repair, specifically on southern lane of 29th Avenue (west of Vernon Street) and Market/Green corridor around utility structures.

Drainage improvements include installing additional stormwater inlets along 29th Avenue, one upstream and one downstream of the easterly Rosauer's driveway.

TD&H Engineering will consult with ICM to determine if the City wants a potential revision to the eastbound approach lanes as well as signal and signal phasing modifications at the intersection of 29th Avenue and Ray. For the purposes of this scope of work, it is assumed no changes will occur.

A priority will be placed on the contractor to complete the 29th Avenue location in 2023.

TD&H will provide separate bid schedules to track the NHFP funded work (Market and 29th) versus the NHPP funded work (Monroe).

Specific Tasks by TD&H Engineering

- Review and update City's Project Charter as necessary
- Provide topographic and boundary survey for 24 ADA ramps out of a total of 95.
- Provide a topographic survey of 29th Avenue in the area of the proposed improved drainage.
- Right of Way Acquisition per FHWA/WSDOT standards.
- Prepare City of Spokane Utility Notices, City will mail out.
- Order Sewer Book from Wastewater Department
- Obtain existing pavement sections per City records and use as basis of design.
- Field measure existing ADA ramps for compliance and use City's ADA ramp guidance to determine if the ramps are fully compliant, non-compliant, or has minor defects and can remain as-is.
- Coordinate with urban forestry regarding any tree removal, if necessary.
- Determine if temporary construction easements are necessary for the project. For the purposes of this scope of work, TD&H Engineering is assuming none will be necessary.
- Help the City coordinate with local businesses. The City will take the lead but TD&H will provide necessary documentation and push the process along.
- Coordinate with the City on temporary traffic control during construction.
- Assist the City with public outreach and a community meeting. The City will take the lead but TD&H will provide necessary documentation and push the process along.
- Prepare NOI and SWPPP from City template.

Deliverables

- Plan Sheets, including
 - Cover sheet
 - Quantities sheet
 - Erosion and sediment control plan
 - Erosion and sediment control details
 - Existing conditions at ADA ramp replacements
 - Proposed ADA ramp improvements
 - Plan view of grind and overlay area
 - Pavement section details
 - Plan and profile of stormwater drainage improvement (29th Avenue)
 - Construction details
- Project Manual, including
 - Technical specifications in City of Spokane format.
 - Appendix including project location map, traffic control plans, stormwater BMP's per Spokane Regional Stormwater Manual, City's supplemental bidder responsibility criteria, and project quantities.
- Engineering Estimate
- Public Meeting Visual Aids
- NPDES Notice of Intent & Stormwater Pollution Prevention Plan per City template.

Right of Way Acquisition Consultant (Epic Land Solutions)

Epic understands that the project is funded with federal funds and must comply with the Washington State Department of Transportation (“WSDOT”) oversight and will require Right of Way (ROW) Certification. There are an anticipated twelve (12) properties impacted, and an assumption of 12 unique property owners.

Epic’s Right of Way team will assist TD&H Engineering and the City to meet the project goals by managing these services from start to finish. The following scope and fee proposal has been prepared with the assumption that WSDOT Certification will be required. We anticipate the key tasks and deliverables for the project will include:

- **Right of Way Funding Estimate**

Epic will prepare a Right of Way Funding Estimate (ROWFE) for the acquisition of lands, property rights and temporary construction easements necessary for the City to perform this project in accordance with the guidelines detailed in the WSDOT Right of Way Manual. For this proposal, it is assumed that no more than 12 tax parcels and 12 unique property owners are impacted. The funding estimate for the 12 tax parcels will include costs for Administrative Offer Summaries (AOS), right of way acquisition (land and improvements), severance damages, and other support costs for this project’s affected parcels. Data will be provided justifying estimate costs. Epic will provide updates to the funding estimate based on City review and commentary.

- **Administrative Offer Summaries (AOS)**

For the purposes of Epic’s fee proposal, contained herein, we are assuming that up to 12 separate valuations will be done, and they will all be AOS’. If an appraisal and review is needed, additional scope and fee for such will be required. Epic will use an in-house appraiser, if feasible, or sub-contract if necessary.

The AOS’ will be prepared by qualified staff and presented to the City for Determination of Just Compensation and to set the initial offer amount. Epic will adhere to the WSDOT Right of Way protocols for the AOS Policy.

- **Acquisition/Negotiations**

Epic will interface with TD&H Engineering and the City to manage the scope of the real estate services necessary for this project. Epic will prepare and maintain a detailed project schedule and provide periodic progress reports to TD&H Engineering and the City. Epic will ensure the right of way process has been followed in accordance with all City, WSDOT and federal policies and regulations. Epic’s team will regularly reference the WSDOT Right of Way and Local Agency Guidelines (LAG) manuals.

Epic will review title reports provided by TD&H Engineering or the City for the affected parcels identifying all potential encumbrances to project team members. Epic will assist in clearing the necessary encumbrances prior to closing, if feasible.

Epic will provide real estate acquisition and negotiation services for the parcels affected by this project. Epic will assist the City in developing all right-of-way documents and offer letters in accordance with the City’s right-of-way procedures for acquisition of affected properties.

Epic will draft all right-of-way documents and offer letters using either WSDOT templates or City supplied documents. Epic will provide these to TD&H Engineering and City staff for pre-acquisition review before any offers are made to property owners.

Epic agents will act in good faith always and will never coerce owners in an attempt to settle the parcel. All negotiations will start with an in-person presentation of all offers when feasible. Epic will identify property owner issues, concerns and differences early on and document that information in the individual parcel negotiation diary. Epic will work with TD&H Engineering and City staff throughout the negotiation process with the property owner until settlement is reached.

- WSDOT Certification Support

All federally funded projects require right of way certification by WSDOT. To assist the City in obtaining WSDOT Right of Way Certification and protect Federal Aid, Epic will maintain all files throughout the project and provide the files to the WSDOT Local Agency Coordinator electronically. Epic will also assist the City in preparation of the Right of Way Certification letter and spreadsheet for submittal to WSDOT.

Epic's staff has the availability to start the acquisition process once 60% ROW plans and title reports are received. The expected term of the project is eight (8) months from issuance of the Notice to Proceed (NTP). AOS' will be completed within four (4) weeks of NTP.

Epic's Deliverables

1. Project Funding Estimate which includes 12 parcels
2. 12 AOS'
3. 12 Encumbrance reports
4. 12 Project files at project completion

Epic's Assumptions

1. Assumes up to five (5) client meetings, status report preparation, and related tasks.
2. Assumes up to twelve (12) parcels with twelve (12) unique property owners impacted and no full acquisitions. Additional parcel impacts will require additional scope and fee.
3. Assumes up to twelve (12) Administrative Offer Summaries (AOS) to be delivered four (4) weeks after NTP. Additional AOS' will require additional scope and fee.
4. Assumes no appraisals or appraisal reviews. If required, Epic will produce additional scope and fee for in-house or sub-contracted services.
5. Assumes Epic will use WSDOT Right of Way document templates or templates provided by the City.
6. Assumes up to twelve (12) Temporary Construction Easement (TCE) and/or partial acquisitions, no full acquisitions, or relocations.
7. Assumes there is no condemnation. If condemnation support is needed the scope and fee will be adjusted accordingly.
8. Assumes project has no delays and that scope can be completed within 6 months from NTP.
9. Assumes that if NTP is received after one hundred twenty (120) days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.

10. Assumes legal descriptions of right of way area, plat maps, project plans, and right-of-way maps will be provided by TD&H Engineering and the City at the Notice-to-Proceed.
11. Assumes City to provide Epic the City's ROW procedures and ROW plans at the Notice-to-Proceed.
12. Assumes Preliminary Title Reports will be supplied by the TD&H Engineering or the City at the Notice-to-Proceed.
13. Epic will conduct a detailed analysis of the title. Tasks related to title clearance may result in additional scope/fees.
14. City ROW Procedures, Right of Way Plans, and AOS' will be approved by WSDOT before discussions with the property owners will commence.
15. Assumes completed acquisition files will be provided to the City for retention and forwarding to WSDOT Local Agency Coordinator for certification.

City Review Stages

The City will review plans, specifications, and engineering estimate at the 30%, 60%, and pre-final stages.

Meetings

TD&H will participate in the following meetings:

- Kickoff meeting with the City
- 30% design review meeting
- Traffic detouring meeting
- Community meeting
- 60% design review meeting
- Pre-Final design review meeting
- Three additional meetings as requested by City.

Bidding Assistance

TD&H will prepare addenda as needed. The City will be the primary contact for bidder's questions. TD&H will provide support in a secondary role.

Fee

It is our understanding this contract will be a time and materials, not to exceed estimate based on a negotiated fee schedule. (Table 1. Estimate.)

Table 1. Estimate

Services	Cost	Percentage of Construction Cost
Surveying	\$70,300	1.9%
Design & Bid Documents	\$240,500	6.5%
Right of Way Consultant (12 ramps at \$7,300 per ramp)	\$87,600	2.4%
Construction Administration Services	TBD, if necessary	TBD, if necessary
Total Contract Amount	\$398,400	10.8%

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Marsh'.

Steven N. Marsh, PE
Vice President/Regional Manager

Enclosure (2)

2022 Rate Sheet – CONFIDENTIAL
WSDOT Acceptance FYE 2021 ICR



EXHIBIT D-1 - CONSULTANT FEE DETERMINATION SHEET
(2022 Negotiated Hourly Rate)

CITY OF SPOKANE - ENGINEERING SERVICES
29th Av/Washington/Monroe Grind and Overlay
CONFIDENTIAL

LABOR COST

<u>Discipline or Job Title</u>	<u>Direct Labor</u>	¹ <u>Overhead @ 142.56%</u>	<u>Profit @ 15%</u>	² <u>FCCM 0.59%</u>	³ <u>Rate Per Hour</u>
Principal	\$ 62.03	\$ 88.43	\$ 22.57	\$ 0.37	\$ 173.39
Engineer V	\$ 57.64	\$ 82.17	\$ 20.97	\$ 0.34	\$ 161.12
Engineer IV	\$ 49.71	\$ 70.87	\$ 18.09	\$ 0.29	\$ 138.96
Engineer III	\$ 43.87	\$ 62.54	\$ 15.96	\$ 0.26	\$ 122.63
Engineer I	\$ 31.52	\$ 44.93	\$ 11.47	\$ 0.19	\$ 88.11
Registered Land Surveyor	\$ 47.93	\$ 68.33	\$ 17.44	\$ 0.28	\$ 133.98
Engineering Technician	\$ 38.54	\$ 54.94	\$ 14.02	\$ 0.23	\$ 107.73
CAD Designer I	\$ 26.10	\$ 37.21	\$ 9.50	\$ 0.15	\$ 72.96
Clerical	\$ 21.62	\$ 30.82	\$ 7.87	\$ 0.13	\$ 60.44

¹ Overhead Rate does not include the Facilities Capital Cost of Money (FCCM) = 143.15% - 0.59% = 142.56%

² Overhead Rate + FCCM = WSDOT's Approved Indirect Cost Rate = 142.56% + 0.59% = 143.15%

REIMBURSABLES

<u>Description</u>	<u>Unit</u>	<u>Rate</u>
<u>Travel</u>		
Vehicle Mileage	Mile	Federal Reimbursement Rate
<u>Equipment</u>		
Total Robotic Station - Hourly (Assumes one man crew)	Hour	\$ 30
Drone Surveying	Day	\$ 1,500

Out of Pocket Costs

Charged at Actual Cost Plus 10% UNLESS contract specifies otherwise.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 11, 2021

Thomas, Dean and Hoskins, Inc.
1800 River Drive N
Great Falls, MT 59401

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Kelly Okes:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 143.15% of direct labor (rate includes 0.59% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Anderson Zurmuehlen & Co. P.C. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

September 6, 2022

Ms. Marlene Feist
Director, Public Works and Utilities
City of Spokane
808 West Spokane Falls Blvd., 2nd Floor
Spokane, Washington 99201

**City of Spokane
Market/Monroe/29th
NHPP-NHFP-9932(076)
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and determined that setting a mandatory DBE goal for consultants on this project is not appropriate. The evaluation of the mandatory DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

The Consultant shall continue their outreach efforts to provide DBE/SBE firms maximum practicable opportunities to participate in this project.

If you have any questions, you can contact me at 360.705.7379, or by email at WonchW@wsdot.wa.gov.

Sincerely,

William Wonch
Acting Project Development Engineer
Local Programs

WW:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer

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

09/26/2022

Date Rec'd

9/13/2022

Clerk's File #

ORD C36277

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

ERIC OLSEN 835-4505

Project #**Contact E-Mail**

EOLSEN@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0680-CLERK II & BUS. SYSTEMS ANALYST II FTE SBO

Agenda Wording

Special Budget Ordinance for the creation of two new FTE's under the Spokane Police Department; a Clerk II and a Business Systems Analyst II.

Summary (Background)

A Clerk II position is being requested that will be assigned to the Downtown Precinct acting as a front desk receptionist. Estimated annual salary and benefits of \$55,374. A Business Systems Analyst II position is being requested. This position will manage department IT projects including replacement of the police dispatch platform and accreditation of the digital forensics lab. Estimated annual salary and benefits of \$81,43; partially funded by reimbursement from regional consortium.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ (14,909)

0680-30210-21150-00390

Expense \$ 14,909

0680-11150-21250-00020

Expense \$ 21,924

0680-11470-21140-01610

Select \$

#

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

MEIDL, CRAIG

Study Session\Other

UE 9/12

Division Director

MEIDL, CRAIG

Council Sponsor

Cathcart/Bingle

Finance

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

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For the Mayor

ORMSBY, MICHAEL

eolsen

Additional Approvals

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Purchasing

sernst

MANAGEMENT & BUDGET

STRATTON, JESSICA

ORDINANCE NO C36277

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 General fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

- 1) Add one classified Clerk II position (from 2 to 3) and increase the associated appropriation for salary and benefits in the Police department by \$14,909.
- 2) Decrease the appropriation for a Program Professional position in the Police department by \$14,909.
 - A) There is no change to the overall appropriation level in the General Fund.
- 1) Add one classified Business Analyst II position (from 0 to 1) and increase the associated appropriation for salary and benefits in the Police department by \$21,924.
 - B) This is an increase to the overall appropriation level in the General 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 increase staffing at the downtown precinct and in Police IT, 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

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Eric Olsen
Contact Email	eolsen@spokanepolice.org
Council Sponsor(s)	Councilmembers Cathcart/Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	SBO to add 2 new FTE's to the Spokane Police Department
Summary (Background)	<p>SPD is requesting the addition of 2 new FTEs and budget appropriation for 2022 to better assist the department and the community.</p> <ol style="list-style-type: none"> 1. Clerk II for the Downtown Precinct <ol style="list-style-type: none"> a. This position would be assigned to work the front desk, freeing up an NRO to field work Monday-Friday b. Act as receptionist for the Downtown Precinct. c. Waits on the counter, and answers telephones, giving and receiving information. Refers complaints pertaining to departmental policies and regulations to the appropriate person. d. Copies data, compiles records and reports, and tabulates and posts data in record books. e. Estimated annual salary/benefits of \$55,374 2. Business Systems Analyst II <ol style="list-style-type: none"> a. The TARU group has an immense workload including managing upwards of 30 projects in addition to day-to-day operations. b. Upcoming projects include replacing New World, CAD replacement, accreditation of the digital forensic lab, etc. c. Addition of a Business System Analyst II would make sure that major projects are aligned with business needs d. Currently utilizing out of grade pay to staff this position 2 days per week e. Estimated annual salary/benefits of \$81,432
Proposed Council Action & Date:	Approval of SBO for 2 FTE's and \$40,000 in appropriation funded from General Fund Reserves for 2022. The positions will be considered as part of the 2023 budget process. SPD requests approval September 19 th , 2022.
Fiscal Impact: Total Cost: <u>Approximately \$40,000 in 2022</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: One-time General Fund Reserves Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring This will require consideration for recurring funding in the 2023 budget. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

<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?</p> <p>N/A</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Work product statistics will be kept on position #1, and position #2 actually works to resolves severe problems already identified.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Position #1 will enable more efficient use of police officers and be more readily available to the public, enhancing our citizens living experience. Position #2 will enable SPD officers and detectives work more efficiently and effectivcely, thus allowing for offering better service to our citizens.</p>

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

11/07/2022

Date Rec'd

10/25/2022

Clerk's File #

ORD C36304

Renews #**Submitting Dept**

MUNICIPAL COURT

Cross Ref #**Contact Name/Phone**

HOWARD DELANEY X4400

Project #**Contact E-Mail**

HDELANEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0560 SBO FOR GRANT FROM THE ADMINISTRATIVE OFFICE OF THE COURTS (AOC))

Agenda Wording

An SBO to approve grant revenue and associated expenditure authority for a grant from the Administrative Office of the Courts (AOC) for enhanced audio/visual equipment for the courtrooms. The grant term is July 01, 2022 to June 30, 2023.

Summary (Background)

The Spokane Municipal Court has four primary courtrooms, which are used on a daily basis. Based on enhancements done during the pandemic, each of the four courtrooms has been configured with a common set of AV hardware. We have identified a number of deficiencies that require correction in order to ensure proper audio/visual participation and recording of the proceedings related to both in-court and remote participants.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$18,700

1360-91210-99999-33412-99999

Expense \$ \$18,700

1360-91210-12500-53502-99999

Select \$

#

Select \$

#

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

DELANEY, HOWARD

Study Session\OtherFinance Committee
10/17/22**Division Director**

LOGAN, MARY

Council SponsorCM Stratton & CM
Wilkerson**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

hdelaney@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

aharte@spokanecity.org

Additional Approvals

jlargent@spokanecity.org

Purchasing**ACCOUNTING -
GRANTS**

MURRAY, MICHELLE

MANAGEMENT &

STRATTON, JESSICA

<u>BUDGET</u>		

ORDINANCE NO C36304

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 Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$18,700.
 - A) Of the increased revenue, \$18,700 is from the Administrative Office of the Courts (AOC) AV grant.
- 2) Increase appropriation by \$18,700.
 - A) Of the increased appropriation, \$18,700 will be used toward upgrading AV equipment for court participants.

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 accept newly awarded AOC grant 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

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Municipal Court
Contact Name & Phone	Howard F. Delaney 625-4450
Contact Email	hdelaney@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	AV Grant & SBO
Summary (Background)	<p>The Spokane Municipal Court has four primary courtrooms, which are used on a daily basis. Based on enhancements done during the pandemic, each of the four courtrooms has been configured with a common set of AV hardware.</p> <p>Having used the system as installed for over a year, we have identified a number of deficiencies that require correction in order to ensure proper audio/visual participation and recording of the proceedings related to both in-court and remote participants.</p> <p>The current Polycom studio x30 video conferencing devices do not provide those participating in court proceedings by Zoom teleconference the level of audio quality that the court would like them to have. This leads to delays in proceedings caused by having to repeat things so that remote participants can understand what is happening in the court process and so they have a meaningful opportunity to attend the hearing in a matter equivalent to in-person participants. Upgrading these devices to the x50 model will provide additional input lines, which will significantly improve the experience of teleconference participants and reduce court delays associated with the current audio quality deficiencies.</p> <p>Similarly, our current Berringer mixers need to be upgraded to a model with more output lines to accommodate both an upgrade to our audio loops for the hearing impaired and improvement of the acoustic balance across the entire audio system.</p> <p>Our current AV cable management floor hardware has intermittent short-circuits in microphone lines, which periodically cause significant degradation in the quality of our required audio recordings as a court of record.</p> <p>We have also noticed that the lack of protective cases for our audio mixers creates a situation where various input and output lines can accidentally be wholly or partially disconnected due to movement of the court clerks and judicial officers in their courtroom workspaces. Solving this issue will ensure recording of court proceedings is not inadvertently degraded or terminated and AV equipment damaged.</p>

	<p>Finally, our therapeutic courts dockets are heard both in our regular courtrooms and in remote locations throughout the city. It has become obvious that we are in need of speaker-to-participant direct radio communicators for our foreign language interpreters during these hearings. Having this equipment will both reduce docket times by eliminating repeating verbal communications and allow better focus and participation by defendants who do not speak English as their primary language.</p> <p>The total cost for these AV upgrades is \$18,700, including parts, labor, and tax.</p> <p>The Court applied for a grant from the Administrative Office of the Courts and was awarded the requested funds on a reimbursement grant. This means the Court has to advance the funds for the items and then submit for reimbursement.</p> <p>Expending the fund and seeking reimbursement from AOC will significantly improve audio quality and fidelity for teleconference participants, participants with language barriers, and all those seeking to review audio recordings from our court for appellate and other purposes.</p> <p>The ability to hear and understand what is occurring in a court proceeding is a fundamental element of access to justice. It is difficult to imagine how someone who cannot clearly hear what is occurring in a proceeding, including translations for non-English speakers, can possibly make knowing and intelligent decisions regarding their case.</p> <p>SBO for funds from which to advance the AV upgrade expenses and receipt grant revenue:</p> <p>Expense: Misc grant funds: 1360-91210-12500-53502-99999 \$18,700. Revenue: 1360-91201-99999-33412-99999 \$18,700</p>
Proposed Council Action & Date:	Approve acceptance of AOC grant and approve an SBO transfer by October 31
Fiscal Impact: Total Cost: <u>\$18,700 advanced, net zero +/- \$500 after reimbursement</u>	
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: AOC grant reimbursement	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

Improves access to justice and makes participation in court proceedings more meaningful.
<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?</p> <p>N/A</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>The AV improvements are important to improving access to justice for disadvantaged communities and an important element of the City's criminal justice reform efforts.</p>

INTERAGENCY REIMBURSEMENT AGREEMENT IAA23954
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Spokane Municipal Court

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Spokane Municipal Court (Court), for the purpose of reimbursing Spokane Municipal Court (Court) for costs related to enhancing its audio and visual systems.

PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to enhancing its audio and visual systems. These funds are intended to be used for equipment and services related to the installation and set-up of applicable equipment.

REIMBURSEMENT

- A. Audio/Visual Reimbursement. AOC will reimburse the Court up to a maximum of **\$18,700.00** for payments made by the Court during the period July 1, 2022 to June 30, 2023 related to the procurement and installation of upgraded audio/visual equipment in its courtrooms.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**.

COMPENSATION

- a. AOC will reimburse the Court up to a maximum of **\$18,700.00** for payments made by the Court during the period July 1, 2022 to June 30, 2023 related to the procurement and installation of upgraded audio/visual equipment in its courtrooms.
- b. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- c. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov
- d. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

- e. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- f. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- g. AOC, in its sole discretion and upon notice, may initiate revenue sharing and reallocate funding among recipients of funding. If, in AOC's assessment, the Court is unlikely to expend the maximum agreement amount, AOC may reduce the maximum agreement amount. AOC may increase the maximum agreement amount if additional funds become available.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. 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.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does 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.

AGREEMENT MANAGEMENT

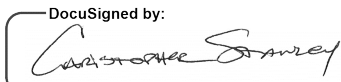
The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Kyle Landry PO Box 41170 Olympia, WA 98504-1170 Kyle.Landry@courts.wa.gov (360) 218-6096	Howard Delaney 1100 W Mallon Ave Spokane, WA 99260-2043 hdelaney@spokanecity.org Phone

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:**Administrative Office of the Courts**

DocuSigned by:

 B760CAA4EE6410...
 Signature Date

Christopher Stanley
 Name

Chief Financial and Management Officer
 Title

DocuSigned by:

 C514AC19E3B1480...
 Signature Date

Howard Delaney
 Name

Court Administrator
 Title



Agenda Sheet for City Council Meeting of: 11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	ORD C36305
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	LYNDEN SMITHSON 509-625-6283
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0500 SBO FOR INTERPRETER COSTS

Agenda Wording

Seeking approval to transfer reimbursed interpreter costs from revenue to interpreter expense.

Summary (Background)

The State of Washington Administrative Office of the Courts (AOC) developed an interpreter reimbursement program in 2022. The program reimburses local courts for court-certified interpreters. Only a select few of the interpreters we use are court-certified, so the amount reimbursed is a small fraction of our overall interpreter budget. The funds were deposited from the AOC directly into revenue with the intent to transfer those funds into our interpreter budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue	\$ -\$6,620.50	<u>Budget Account</u>	# 0500-15100-99999-33775-99999
Expense	\$ \$6,620.50		# 0500-15100-15300-54210-99999
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	F&A Committee 10/17
<u>Council Sponsor</u>	CM Bingle & CM Cathcart

Distribution List

<u>Additional Approvals</u>	dwhaley@spokanecity.org
<u>Purchasing</u>	ywang@spokanecity.org

MANAGEMENT & BUDGET

	STRATTON, JESSICA	

Committee Agenda Sheet

FINANCE AND ADMINISTRATION COMMITTEE

Submitting Department	City Legal – City Prosecutor’s Office
Contact Name & Phone	Lynden Smithson – 625-6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	CM Jonathan Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Legal SBO for Interpreter Costs
Summary (Background)	<p>Seeking approval for a \$6,620.50 transfer from 0500-15100-99999-33775-99999 (Admin Office of the Courts) to 0500-15100-15300-54210 (Interpreters)</p> <p>The State of Washington Administrative Office of the Courts (AOC) developed an interpreter reimbursement program in 2022. The program reimburses local courts for court-certified interpreters. Only a select few of the interpreters we use are court-certified, so the amount reimbursed is a small fraction of our overall interpreter budget. The funds were deposited from the AOC directly into 0500-15100-99999-33775-99999 with the intent to transfer those funds into our interpreter budget. This will ensure those funds are utilized for intended purposes and help our office remain within budget.</p>
Proposed Council Action & Date:	SBO approval on October 31, 2022
Fiscal Impact: Total Cost: \$6,620.50 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: AOC interpreter reimbursement program 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?	

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?

n/a

ORDINANCE NO C36305

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$6,620.50.
- 2) Of the increase in appropriation, \$6,620.50 will be provided solely as an interpreter cost reimbursement in the Legal department via the AOC grant revenue already received.
- (A) This is an increase to the overall appropriation level in the General 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 apply reimbursement grant funds to the associated expense, 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:
11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	ORD C36306
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	LYNDEN SMITHSON 625-6283	Project #	
Contact E-Mail	LSMITHSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0500 LEGAL - JANITORIAL SBO		

Agenda Wording

Seeking approval for a transfer from Assistant Prosecutor to Laundry/Janitorial Services.

Summary (Background)

Funds were not encumbered to cover the contract for janitorial services at the City Prosecutor's Office. The contract number associated with ABM Janitorial is OPR 2021-0806 in the amount of \$15,957. Two Assistant City Prosecutors left the office in 2022 resulting in salary savings which we would like to utilize to fulfill contractual obligations and remain within budget.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ -\$16,000	<u>Budget Account</u>	# 0500-15100-15300- 07700
Expense	\$ \$16,000		# 0500-15100-15300-54906
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	F&A Committee 10-17
<u>Council Sponsor</u>	CM Bingle & CM Stratton

Distribution List

<u>Legal</u>	jbingham@spokanecity.org
<u>For the Mayor</u>	dwhaley@spokanecity.org
<u>Additional Approvals</u>	ywang@spokanecity.org

Purchasing

<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA

Committee Agenda Sheet

FINANCE AND ADMINISTRATION COMMITTEE

Submitting Department	City Legal – City Prosecutor’s Office
Contact Name & Phone	Lynden Smithson – 625-6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	CM Jonathan Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Legal SBO for Salary Savings to Janitorial
Summary (Background)	<p>Seeking approval for a \$16,000 transfer from 0500-15100-15300-07700 (Assistant Prosecutor) to 0500-15100-15300-54906 (Laundry/Janitorial Services)</p> <p>Funds were not encumbered to cover the contract for janitorial services at the City Prosecutor’s Office. The contract number associated with ABM Janitorial is OPR 2021-0806 in the amount of \$15,957.</p> <p>Two Assistant City Prosecutors left the office in 2022 resulting in salary savings which we would like to utilize to fulfill contractual obligations and remain within budget.</p> <p>A change request has been initiated in the 2023 budget to prevent this from occurring in the future.</p>
Proposed Council Action & Date:	SBO approval on October 31, 2022
Fiscal Impact: Total Cost: \$16,000 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: Salary savings 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?

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?

n/a

ORDINANCE NO C36306

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease the appropriation for an Assistant Prosecutor position by \$16,000 in the Legal department.
- 2) Increase the appropriation for janitorial services by \$16,000.
- (A) There is no change to the overall appropriation level in the General 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 appropriately fund the ABM janitorial contract, 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:
11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	RES 2022-0097
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0320 - RESOLUTION AFFIRMING THE USE AND IMPORTANCE OF DAMS

Agenda Wording

A resolution affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.

Summary (Background)

In June of 2022, Governor Inslee and Senator Patty Murray released a report detailing the cost required to remove four lower Snake River dams. Since that time, the Biden administration has voiced support of the report. This resolution's intention is to show the collective will of Spokane residents that oppose this plan in thought and action. The resolution reaffirms the importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.

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>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	10/24 PIES Committee
<u>Division Director</u>		<u>Council Sponsor</u>	CM Bingle, CM Cathcart
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		jbingle@spokanecity.org	
<u>For the Mayor</u>		evandenberg@spokanecity.org	
<u>Additional Approvals</u>		mcathcart@spokanecity.org	
<u>Purchasing</u>		sblackwell@spokanecity.org	

RESOLUTION NO. 2022-0097

A resolution affirming the use and importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.

WHEREAS, Spokane and Eastern Washington have come to depend on the life-enhancing services and purposes productive dams provide such as:

- (1) Ample amounts of inexpensive, fresh water – dams help recharge the aquifer by increasing water pressure through the created reservoirs upriver, creating an abundant supply of water resulting in inexpensive water for drinking and other purposes
- (2) Reliable source of irrigation water – Dam reservoirs provide year-round access to irrigation for tens of thousands of acres of farmland in Central and Eastern Washington
- (3) Electrical Generation – Over 50% of electricity provided to the citizens of Spokane is generated through hydropower and hydropower dams are the primary reason Washington ranks at the top of the states with the best energy infrastructure in the nation
- (4) Flood Control – Without the Spokane River dam system, Spokane would flood most years in the spring.
- (5) Water Storage – Without the Spokane River dam system, summer river levels would be greatly diminished
- (6) Navigation and Transportation – The Columbia-Snake system of dams provides the largest wheat export corridor in the nation
- (7) Recreation – Lake Spokane (Long Lake) is created by the Long Lake Dam (Nine-Mile Dam) and Lake Roosevelt is created by the Grand Coulee Dam. Without those dams and others, our communities would lose access to lake activities such as fishing, boating, paddle boarding, kayaking, birdwatching, and other recreational pursuits that are currently enabled by the dams.

WHEREAS, the Biden administration, Senator Patty Murray, and Governor Jay Inslee have spoken in favor of potentially removing the lower Snake River dams in Eastern Washington; and

WHEREAS, estimates for the destruction and replacement of the lower Snake River dams and their services range from \$11-77 Billion dollars with a congressional plan that costs \$33 Billion dollars; and

WHEREAS, the destruction or dismantling of productive Eastern Washington Dams would have irreversible effects on the life, health, and prosperity of Eastern Washington residents;

NOW, THEREFORE, BE IT RESOLVED that the City of Spokane recognizes the irreplaceable uses and functions of Eastern Washington dams, including the Upriver Dam in Spokane, and how our citizens have come to depend on them for essential services for life; and

BE IT ALSO RESOLVED that the City of Spokane discourages any plan or legislation that would promote the removal of productive Eastern Washington dams in thought or action; and

BE IT ALSO RESOLVED that the City of Spokane recognizes that dams and fish coexist and encourages the continued effort to protect salmon and other fish species by investments in fish ladders, safer turbines, and other reasonable measures.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

[PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY]

Submitting Department	City Council
Contact Name & Phone	Elizabeth Van Den Berg
Contact Email	evandenberg@spokanecity.org
Council Sponsor(s)	CM Bingle; CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Affirming the Use & Importance of Dams
Summary (Background)	In June of 2022, Governor Inslee and Senator Patty Murray released a report detailing the cost required to remove four lower Snake River dams. Since that time, the Biden administration has voiced support of the report. This resolution's intention is to show the collective will of Spokane residents that oppose this plan in thought and action. The resolution reaffirms the importance of dams as a sustainable and reliable source of essential functions on which the citizenry has come to depend.
Proposed Council Action & Date:	First Reading November 7, 2022 Final Reading November 14, 2022
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"/> N/A 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?	
N/A	



Agenda Sheet for City Council Meeting of:
11/07/2022

Date Rec'd	10/25/2022
Clerk's File #	RES 2022-0098
Renews #	

Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	MIKE PICCOLO 6237	Project #	
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0620 RESOLUTION TO APPOINT KIMBERLEY MCCOLLIM AS DIRECTOR OF NHHS		

Agenda Wording

Resolution to appoint Kimberley McCollim as Director of NHHS

Summary (Background)

Resolution to appoint Kimberley McCollim as Director of NHHS

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session\Other</u>	PIES 10/24/2022
<u>Division Director</u>	PICCOLO, MIKE	<u>Council Sponsor</u>	CP Beggs & CM Wilkerson
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jquick@spokanecity.org	
<u>Additional Approvals</u>		ckrajack@spokanecity.org	
<u>Purchasing</u>		dzapotocky@spokanecity.org	
		rcouch@spokanecity.org	
		tbrazington@spokanecity.org	

Committee Agenda Sheet

PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY

Submitting Department	Neighborhood, Housing and Human Services Division
Contact Name & Phone	Johnnie Perkins, City Administrator x6502
Contact Email	jperkins@spokanecity.org
Council Sponsor(s)	Council President Beggs Council Member Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Neighborhood, Housing and Human Services
Summary (Background)	<ul style="list-style-type: none"> <u>Appointment of Kimberley McCollim as the Director of Neighborhood, Housing and Human Services.</u> <p>Kimberley McCollim was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Neighborhood, Housing and Human Services.</p>
Proposed Council Action & Date:	Confirm the Appointment of Kimberley McCollim to Director of Neighborhood, Housing and Human Services
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? 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? N/A	

RESOLUTION 2022 - 0098

A resolution approving the appointment of Kimberley McCollim as the Director of Neighborhood, Housing and Human Services for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Kimberley McCollim as the Director of Neighborhood, Housing and Human Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Kimberley McCollim as the Director of Neighborhood, Housing and Human Services for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
10/24/2022

Date Rec'd	10/11/2022
Clerk's File #	ORD C36299
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	CP BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - NUCLEAR FREE ZONE ORDINANCE

Agenda Wording

Establishing the City of Spokane as Zone Free of Nuclear Weapons

Summary (Background)

The purpose of this ordinance is to establish a new title of the SMC that declares the City of Spokane as a zone free of nuclear weapons, prohibiting work on nuclear weapons and limiting harmful exposure to high-level nuclear waste within City limits.

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>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	10/10 Urban Experience
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs; CM Stratton
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Committee Agenda Sheet

Urban Experience

Submitting Department	City Council
Contact Name & Phone	Council President Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Ordinance Establishing the City of Spokane as Zone Free of Nuclear Weapons
Summary (Background)	The purpose of this ordinance is to establish a new title of the SMC that declares the City of Spokane as a zone free of nuclear weapons, prohibiting work on nuclear weapons and limiting harmful exposure to high-level nuclear waste within City limits.
Proposed Council Action & Date:	Will file after committee
Fiscal Impact: Total Cost: <u>N/A</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? This ordinance doesn't have particular impacts on historically excluded communities, but it seeks to protect all residents from issues surrounding nuclear waste exposure.	
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? There is no data-collecting structure built into this ordinance.	
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? Resolution 2018-0070, declaring Spokane a nuclear-free community; Comprehensive Plan Chapter 9	

ORDINANCE NO. C36299

An ordinance establishing the City of Spokane as a zone free of nuclear armaments; enacting a new chapter 18.09 of the Spokane Municipal Code.

WHEREAS, the nuclear arms race has been accelerating for more than three-quarters of a century, draining the world's resources and presenting humanity with the ever-mounting threat of nuclear holocaust; and

WHEREAS, there is no adequate method to protect Spokane residents in the event of nuclear war; and

WHEREAS, nuclear war threatens to destroy most higher life forms on this planet; and

WHEREAS, the use of resources for new nuclear weapons prevents these resources from being used for other human needs, including jobs, housing, education, health care, public transportation and services for youth, the elderly and the disabled; and

WHEREAS, the United States already has a sufficient stockpile of nuclear weapons to defend itself and destroy the world several times over; and

WHEREAS, the United States, as a leading producer of nuclear weapons, should take the lead in the process of global slowdown of the arms race and the negotiated elimination of the threat of impending holocaust; and

WHEREAS, an emphatic expression of the feelings on the part of private residents and local governments can help initiate such steps by the United States and the other nuclear weapons powers; and

WHEREAS, Spokane is on record in support of a bilateral nuclear weapons freeze and has expressed its opposition to civil-defense crisis relocation planning for nuclear war; and

WHEREAS, Fairchild Air Force Base no longer utilizes nuclear weapons in its mission of protecting our community; and

WHEREAS, the failure of governments of nuclear nations to adequately reduce or eliminate the risk of ultimately destructive nuclear attack requires that the people themselves, and their local representatives, take action; and

WHEREAS, the production of nuclear energy creates highly radioactive nuclear waste whose transportation by rail or vehicle through the City can create substantial risk to the public safety and welfare of the City.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 18.09 of the Spokane Municipal Code to read as follows:

Section 18.09.010 Purpose

The purpose of this title is to establish the City of Spokane as a zone free of nuclear weapons, prohibiting work on nuclear weapons and limiting harmful exposure to high-level nuclear waste within City limits. Residents and representatives are urged to redirect resources previously used for the production of nuclear weapons towards endeavors which promote and enhance life, including economic development, childcare, housing, schools, health care, emergency services, public transportation, energy conservation, small business support and jobs.

Section 18.09.020 Definitions

As used in this chapter, the following terms shall have the meanings indicated:

- A. "Component of a nuclear weapon" is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch, guidance, delivery, or detonation of a nuclear weapon.
- B. "Nuclear weapon" is any device with the sole purpose of the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.
- C. "Nuclear weapons producer" is any person, firm, corporation, limited liability company, institution, facility, parent, or subsidiary thereof, engaged in the production of nuclear weapons or their components.
- D. "Production of nuclear weapons" includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation, or disposal of nuclear weapons or their components.
- E. A "product produced by a nuclear weapons producer" is any product which is made wholly or primarily by a nuclear weapons producer, except that products which, prior to their intended purchase by the City, have been previously owned and used by an entity other than the manufacturer or distributor; such products shall not be considered produced by a nuclear weapons producer if, prior to their

purchase by the City, more than 25% of the useful life of such product has been used or consumed, or within one year after it has been put into service by the previous nonmanufacturer owner. The “useful life of a product” shall be defined, where possible, by the applicable rules, regulations or guidelines of the United States Internal Revenue Service.

Section 18.09.030 Nuclear Facilities Prohibited

- A. The production of nuclear weapons shall not be allowed in the City. No facility, equipment, components, supplies, or substance used to produce nuclear weapons shall be allowed in the City.
- B. No person, corporation, university, laboratory, institution, or other entity in the City knowingly and intentionally engaged in the production of nuclear weapons shall commence any such work within the City after adoption of this chapter.

Section 18.09.040 Investment of City Funds

The City Council shall consider a socially responsible investment policy, specifically addressing any investments the City may have or may plan to have in industries and institutions which are knowingly and intentionally engaged in the production of nuclear weapons.

Section 18.09.050 Eligibility for City Contracts

- A. The City and its officials, employees or agents shall not knowingly or intentionally grant any award, contract, or purchase order, directly or indirectly, to any nuclear weapons producer.
- B. The City and its officials, employees or agents shall not knowingly or intentionally grant any award, contract or purchase order, directly or indirectly, to purchase or lease products produced by a nuclear weapons producer.
- C. The recipient of a City contract, award or purchase order shall certify to the City Clerk by a notarized statement that it is not knowingly or intentionally a nuclear weapons producer.
- D. The City shall phase out the use of any products of a nuclear weapons producer which it owns or possesses. Insofar as nonnuclear alternatives are not available, for the purpose of maintaining a product during its normal useful life and for the purpose of purchasing or leasing replacement parts, supplies and services for such products, subsections (A) and (B) of this section shall not apply.
- E. The City shall identify a source annually that maintains a list of nuclear weapons producers to guide the City, its officials, employees and agents in the implementation of subsections (A) through (C) of this section. The list shall not

preclude application or enforcement of these provisions to or against any other nuclear weapons producer.

F. Waivers.

1. The provisions of subsections (A) and (B) of this section may be waived by resolution passed by a majority vote of the City Council; provided that:
 - i. After a diligent good-faith search, it is determined that a necessary good or service cannot reasonably be obtained from any source other than a nuclear weapons producer;
 - ii. A resolution to consider a waiver be on file with the City Clerk under the normal timing as laid out in Council's Rules and shall not be added by a suspension of those Rules.
2. The reasonableness of an alternative source shall be determined upon the consideration of the following factors:
 - i. The intent and purpose of this chapter;
 - ii. Documented evidence establishing that the necessary good or service is vital to the health or safety of the residents or employees of the City, with the understanding that the absence of such evidence shall diminish the necessity for waiver;
 - iii. The recommendations of the Mayor and/or City Administrator;
 - iv. The availability of goods or services from a non-nuclear-weapons producer reasonably meeting the specification or requirements of the necessary good or service;
 - v. Quantifiable substantial additional costs that would result from the use of a good or service of a non-nuclear-weapons producer; provided, that this factor shall not become the sole consideration.

Section 18.09.060 Exclusions

- A. Nothing in this chapter shall be construed to prohibit or regulate the research and application of nuclear medicine or the use of fissionable materials for smoke detectors, light-emitting watches and clocks and other applications where the purpose is unrelated to the production of nuclear weapons. Nothing in this chapter shall be interpreted to infringe upon the rights guaranteed by the First Amendment to the United States Constitution nor upon the power of Congress to provide for the common defense.

- B. Nothing in this chapter shall be interpreted, construed or applied to prevent the City Council, Mayor or the City Administrator or their designee from acting to remedy, ameliorate or prevent an emergency situation presenting a clear and present danger to the public health, safety and general welfare, as defined in Chapter 2.04 of the Spokane Municipal Code; provided, that should any such emergency situation require the purchase of products or services from or entry into a contract with a nuclear weapons producer then the Mayor or City Administrator shall notify the City Council within three working days of the City's actions.
- C. Nothing in this chapter shall be interpreted, construed, or applied to supersede or bypass any procurement regulations, whether those regulations are legislative or administratively promulgated; provided, however, that no procurement regulations pertaining to the granting of any award, contract or purchase order shall alter or abrogate the intent or requirements of this chapter.

Section 18.09.070 Violations and Penalties

- A. Any violation of this chapter shall be a Class 1 Civil Infraction.
- B. Without limitation or election against any other available remedy, the City or any of its residents may apply to a court of competent jurisdiction for an injunction enjoining any violation of this chapter. The court shall award attorney's fees and costs to any party who succeeds in obtaining an injunction hereunder.

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:**

11/07/2022

Date Rec'd

10/25/2022

Clerk's File #

ORD C36308

Renews #**Submitting Dept**

CITY ATTORNEY

Contact Name/Phone

TIMOTHY 6218

Contact E-Mail

TSZAMBELAN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

FRANCHISE AGREEMENT WITH INTERMOUNTAIN INFRASTRUCTURE GROUP

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties.

Summary (Background)

Intermountain Infrastructure Group (IIG) is a Delaware limited liability corporation, and its corporate offices are located in Burlingame California. IIG is seeking a franchise agreement to operate /install fiber in City's right of way. The franchise agreement is for a ten (10) year term. Intermountain Infrastructure Group is registered with the Washington Utilities and Transportation Commission to operate as a telecommunications company.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

PIES 9/26/2022

Division Director**Council Sponsor**

CP Beggs / CM Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

SZAMBELAN, TIMOTHY

msloon@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mfeist@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Budget Account

\$

#

\$

#

Distribution List

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36308

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

THE CITY OF SPOKANE DOES ORDAIN:

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

Section 1. Definitions

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

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

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

"Facilities" means the equipment, fixtures, and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

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

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

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

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Intermountain Infrastructure Group LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 533 Airport Blvd Suite 400. Burlingame, CA 94010. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.

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Intermountain Infrastructure Group LLC.
533 Airport Blvd. Ste. 400
Burlingame, CA 94010
legal@intermountainig.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Jeff Yount: (303) 810-4006; email: jeff.yount@intermountainig.com.

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

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

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

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the

City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

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

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

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

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

B. Grantee will coordinate its activities with other utilities and users of

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

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

Section 6. Plans; Locate, Relocate

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

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the

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

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exist in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

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

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

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

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

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

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

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

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

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

Section 7. Grantee to Restore Affected Areas

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

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

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

to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

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

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

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major

maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

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

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

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

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting

this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

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

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

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

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

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

Section 15. Franchise Administration

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

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the

right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

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

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

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

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

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

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

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

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

PASSED by the City Council _____, 2022.

MAYOR

Attest: _____
City Clerk

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.

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Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2022.

I, _____, am the _____ of Intermountain Infrastructure Group LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Intermountain Infrastructure Group LLC.

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

DATED this _____ day of _____, 2022.

Witness: _____



Agenda Sheet for City Council Meeting of: 11/07/2022

<u>Date Rec'd</u>	10/26/2022
<u>Clerk's File #</u>	ORD C36309
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE, TREASURY & ADMIN	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JESSICA STRATTON 509-625-6369	<u>Project #</u>	
<u>Contact E-Mail</u>	JSTRATTON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0410 - CITYWIDE CIP ORDINANCE 2023-2028		

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2023-2028 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

Summary (Background)

Spokane Municipal Code, section 07.17.010, states the City shall annually adopt a Citywide Six-Year Capital Improvement Program (CIP). An update was provided to City Council on September 22, 2022. A Plan Commission workshop was held on September 14, 2022. A Plan Commission hearing was held on October 12, 2022. The 2023-2028 CIP was found to be consistent with the City's Comprehensive Plan per the attached Plan Commission Findings of Fact, Conclusions and Recommendations.

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>	MURRAY, MICHELLE	<u>Study Session\Other</u> Study Session 9/22/22, F&A Committee 10/17/22
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u> CP Beggs, CM Wilkerson
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	PERKINS, JOHNNIE	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO. C36309

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2023 THROUGH 2028. AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Plan ("CFP") that includes an inventory, analysis, and a six-year financing plan for needed capital facilities otherwise referred to as the Six-Year Capital Improvement Program; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2023 through 2028) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 27, 2022 by Council Resolution 2022-0056, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on September 14, 2022, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 14, 2022; and

WHEREAS, after providing appropriate public notices, on October 12, 2022, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP.

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2023-2028), as set forth in the attached Citywide Capital Improvement Program (2023-2028).

A. Any vehicle procurement must comply with Spokane Municipal Code 07.06.175A regarding the procurement of clean fuel vehicles.

Section 2. City Council Amendment. City Council amends the 2023-2028 Capital Improvement Program to reflect the following:

Add new project for 2023:

Title: TRAC Purchase of Building and Addition of Restrooms and Sleeping Pods

Department Owner: Community Housing and Human Services

Purpose of Project: Provide temporary housing to houseless community members, especially those currently living within public right-of-way.

Estimated Cost: \$4.5 million

Sources of funds: ARPA, Criminal Justice Assistance Fund, REET2, Grants

Comprehensive Plan: SH 2.2 Special Needs Temporary Housing

Region: District 1

Amend 0560-100 Municipal Court Integrated Justice Center

Project Number: MUN-2014-1569

Amend expenditure to 2023 and total cost reduced to \$15 million funded with \$5 million from ARPA, \$6 million from sale of two existing city buildings, and \$4 million from SIP loan, repayment of which will come from future Criminal Justice Assistance funds.

Amend 0680 Police Facilities Police Academy Upgrades and Facilities Capital

Project Number: SPD-2022-1545

Amend to remove funding source from General Fund and substitute grants, that project is currently not fully funded, and that location is District 1.

Amend 0680 Police Facilities Gardner Remodel

Project Number: SPD-2022-1545

Amend to remove this project as this building is intended to be sold and vacated.

Section 3. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2023-2028).

Section 4. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to Form:

Assistant City Attorney

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

10/24/2022

Date Rec'd

10/5/2022

Clerk's File #

FIN 2022-0001

Renews #**Submitting Dept**

FINANCE, TREASURY & ADMIN

Cross Ref #**Contact Name/Phone**

JESSICA STRATTON 509-625-6369

Project #**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Hearings

Requisition #**Agenda Item Name**

0410 - REVENUE HEARING

Agenda Wording

Hearing on possible revenue sources for the 2023 Budget.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2023 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\OtherF&A Committee
10/17/22**Division Director**

MURRAY, MICHELLE

Council Sponsor

CP Beggs; CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of: 11/07/2022

Date Rec'd	10/26/2022
Clerk's File #	ORD C36307
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JESSICA STRATTON 509-625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0410 - PROPERTY TAX ORDINANCE (2023 TAXES)

Agenda Wording

An ordinance making the annual City of Spokane property tax levy for 2023.

Summary (Background)

Each year, per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WALLACE, TONYA	<u>Study Session\Other</u>	F&A Committe 10/17/22; Revenue Hearing 10/24/22
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CP Beggs, CM Wilkerson
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	PERKINS, JOHNNIE		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36307

An ordinance updating the annual City of Spokane property tax levy for 2023.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2023, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2022) was \$64,852,478.47 exclusive of administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, and authorized refunds, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the District population is more than 10,000; Now, Therefore,

The City of Spokane does ordain:

Section 1. Regular Levy.

- A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2023 tax year, said increase to be in the amount of \$648,524.78, which is a percentage increase of 1% from the previous year's actual levy, prior to the inclusion of administrative refunds.
- B. This increase is exclusive of additional revenue in 2023 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law.
- C. Resolution No. 2014-0085 concerning a levy lid lift for improved and integrated streets, passed by the Spokane City Council on July 28, 2014, and approved by the voters in the election of November 4, 2014, replaces the existing \$0.57 property tax assessment for repayment of the 2004 street bond beginning in 2015. The voter approved Measure authorizes a levy lid lift of up to \$0.57 per \$1,000 of assessed valuation, in the first year, resulting in no net increase in the 2015 tax rate. This voter approved levy will remain in effect for 20 years.
- D. Resolution No. 2016-0093 concerning a levy for library services, passed by the Spokane City Council on November 14, 2016 and approved by the voters in the

election of April 25, 2017, provides for an increase in the regular property tax levy in excess of state law beginning in 2018. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.07 per \$1,000 of assessed valuation. This voter approved levy will remain in effect for a period of seven years.

- E. The total regular property tax levy for 2023, including amounts estimated for new construction, annexations, refunds, any other add-ons, and the voter approved levy for library services, is estimated at \$66,440,000 and is a percentage increase of 2.45% from the previous year's actual levy prior to the inclusion of 2022 administrative refunds. Inclusive of 2022 administrative refunds, the 2023 levy represents a 2.00% increase.

Section 2. Public Safety Levy Lid Lift (Regular Levy).

- A. Resolution No. 2018-0103 concerning a levy for police and fire personnel and funding crime reduction programs, passed by the Spokane City Council on December 10, 2018 and approved by the voters in the election of February 12, 2019, provides for an increase in the regular property tax levy in excess of state law beginning in 2020. The voter approved Measure authorizes an increase in the regular property tax levy of up to \$0.30 per \$1,000 of assessed valuation. This voter approved levy will remain in effect in perpetuity.
- B. As stated in Resolution No. 2018-0103, this levy lid lift is a Permanent Single Year Levy Lid Lift. Pursuant to RCW 85.55.050(1), the dollar amount collected in 2020 shall be used for the purpose of computing the limitations of the Public Safety lid lift for subsequent levies in 2021 and each subsequent year thereafter.
- C. An increase in the Public Safety Levy Lid Lift property tax levy is hereby authorized for the levy to be collected in the 2023 tax year, said increase to be in the amount of \$66,078.78, which is a percentage increase of 1% from the previous year's actual levy, prior to the inclusion of administrative refunds.
- D. This increase is exclusive of additional revenue in 2023 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total Public Safety Levy Lid Lift levy for 2023, including amounts we have estimated for new construction, annexations, refunds, and other add-ons, is estimated at \$6,776,412 and is a percentage increase of 2.55% from the previous year levy of \$6,607,878.

Section 3. Existing GO Bonds.

In the case of the tax levied to raise \$10,000,064 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

Section 4. EMS Levy.

Ordinance C-36175 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 14, 2022 and approved by the voters in the election of April 26, 2022, provides for a levy for six consecutive years beginning in 2023, with the rate in the first year being 50 cents per \$1,000 of assessed valuation. This will provide for a levy amount estimated at \$16,836,000 in 2023.

Section 5. Certification; Filing.

The City Council certifies all information as stated herein. Appropriate City staff is directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date



Agenda Sheet for City Council Meeting of:
10/17/2022

Date Rec'd	10/5/2022
Clerk's File #	FIN 2022-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE, TREASURY & ADMIN
Contact Name/Phone	JESSICA STRATTON 509-625-6369
Contact E-Mail	JSTRATTON@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2023 Proposed Budget beginning Monday, November 7, 2022 and continuing thereafter at the regular Council meetings through December 5, 2022.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the 2023 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 7, 2022, and currently scheduled to continue each Monday through December 5, 2022. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MURRAY, MICHELLE	<u>Study Session\Other</u>	F&A Committee 10/17/22
<u>Division Director</u>	MURRAY, MICHELLE	<u>Council Sponsor</u>	CP Beggs; CM Wilkerson
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C-36276

AN ORDINANCE imposing an immediate moratorium regarding building permit applications for residential structures in the Latah/Hangman and Grandview/Thorpe Neighborhoods; setting a public hearing; and declaring an emergency.

WHEREAS, there has been a significant increase in residential development in the Latah/Hangman and Grandview/Thorpe Neighborhoods in recent years; and

WHEREAS, based on comments received from the Washington State Department of Transportation (WSDOT), new subdivisions in the area have been required to make various improvements to US 195 and other roadways as a condition of approval; and

WHEREAS, despite the conditions that have been placed on new subdivisions, WSDOT continues to express concern about impacts to US 195 and has asked the City to impose a temporary development moratorium in the area while it works with the City to identify solutions for providing the facilities needed to serve new growth and development in the area; and

WHEREAS, the City has identified several transportation projects that are needed in order to serve the increased growth and development occurring and anticipated in the Latah/Hangman and Grandview/Thorpe Neighborhoods; and

WHEREAS, pursuant to RCW 82.02.050 *et seq* and Chapter 17D.075 of the Spokane Municipal Code (SMC), the City collects transportation impact fees on new development within the City ("Transportation Impact Fees"); and

WHEREAS, by enacting RCW 82.02.050 *et seq*, the legislature intended to enable cities to plan for new growth and development and to recoup from developers a predictable share of the infrastructure costs attributable to anticipated growth, *Spokane County v. Eastern Washington Growth Management Hearings Bd.*, 173 Wn. App 310 (2013), and further intended that impact fees are to be a proportionate share of the costs of system improvements, including roads and other public infrastructure identified in the cities' capital facilities plans, that are reasonably related to and reasonably benefit the development, *City of Olympia v. Drebeck*, 156 Wn.2d 2890 (2006); and

WHEREAS, Transportation Impact Fees do not vest during the platting process, *Pavlina v. City of Vancouver*, 122 Wn. App. 520 (2004), but are instead assessed, pursuant to SMC 17D.075.040C., prior to the issuance of building permits, although collection may be deferred until the end of construction pursuant to SMC 17D.075.040C.; and

WHEREAS, pursuant to Chapter 13.03 SMC, Article VIII, the City imposes a wastewater General Facilities Charge (GFC) for new connections to the City's wastewater system, the purpose of which is to defray costs created by new system demand, such as costs of providing increased system capacity for new development; and

WHEREAS, pursuant to Chapter 13.04 SMC, Article VIII, the City imposes a water General Facilities Charge (GFC) for new connections to the City's water system, the purpose of which is to defray costs created by new system demand, such as costs of providing increased system capacity for new development; and

WHEREAS, wastewater and water GFCs are collected at the time of connection which usually occurs after a building permit has been issued; and

WHEREAS, the City finds that, under the present Transportation Impact Fee schedules in Chapter 17D.075 SMC, the impact fees that are being collected from new residential construction and development occurring in these neighborhoods are not adequate to cover the development's proportionate share of the cost of new system improvements that are reasonably related to and will reasonably benefit the new development; and

WHEREAS, the City finds that, under the City's current fee schedules for wastewater and water GFCs, the fees that are collected are inadequate to cover the cost of providing the additional system capacity needed to serve the residential development occurring and anticipated within the Latah/Hangman and Grandview/Thorpe Neighborhoods; and

WHEREAS, the City finds that it is necessary to update the Transportation Impact Fees and General Facilities Charges (or such similar charges as the City is authorized to collect) it assesses and collects in the Latah/Hangman and Grandview/Thorpe Neighborhoods so that the fees (i) are adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in these neighborhoods, (ii) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (iii) will be used for system improvements that will reasonably benefit the new development; and

WHEREAS, the City finds that a moratorium on residential building permit applications in these neighborhoods is necessary in order to give the City time to update its Transportation Impact Fee schedules and General Facilities Charges schedules accordingly; and

WHEREAS, RCW 36.70A.390 provides: A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public hearing on the adopted moratorium, interim zoning

map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, a moratorium enacted under RCW 36.70A.390 is a method by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of a moratorium without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641, 904 P.2d 317 (1995)); and

WHEREAS, pursuant to RCW 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty days of its adoption; and

WHEREAS, the City intends to impose a moratorium on the acceptance, approval, or issuance of building permit applications for construction of new residential structures within the Latah/Hangman and Grandview/Thorpe Neighborhoods as further depicted in Exhibit A; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency allowing this ordinance to become effective immediately upon adoption; and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Moratorium Imposed. A moratorium is imposed on the acceptance, processing, review and approval of building permit applications for construction of new residential structures, including without limitation single-family residences, duplexes, apartments, multifamily buildings, condominiums, retirement center apartments, manufactured housing and other structures with self-contained dwelling units ("Residential Structures"), SMC, in those portions of the Latah/Hangman and Grandview/Thorpe Neighborhoods shown in the attached Exhibit A (referred to herein as the "moratorium zone").

During the term of this moratorium, the City will not accept, process, review and/or approve building permit applications for new Residential Structures for sites in the moratorium zone, but will continue to process applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance.

This moratorium does not apply to any pending applications that were counter complete, as provided in the Spokane Municipal Code, prior to the effective date of this ordinance.

Pursuant to RCW 36.70A.390, this moratorium does not apply to building permit applications for the construction of transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed or to building permit applications for or the construction of indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

Section 2. Purposes and Work Plan. The purpose of this moratorium is to allow the City adequate time to update the Transportation Impact Fees and General Facilities Charges it assesses and collects in the Latah/Hangman and Grandview/Thorpe Neighborhoods so that the fees (i) are adequate to cover the cost of system improvements that are reasonably related to new growth and development occurring and anticipated in these neighborhoods, (ii) do not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development, and (iii) will be used for system improvements that will reasonably benefit the new development. Because of the need to implement the updated Transportation Impact Fees as quickly as possible thereby shortening the length of the moratorium, the City Council hereby suspends the review requirements set forth in SMC 17D.075.140 for the duration of the moratorium adopted by this ordinance.

Section 3. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of six months, beginning on the date of the adoption of this Ordinance. During this period, the City will work on updating the Transportation Impact Fees and General Facilities Charges it assesses and collects in the Latah/Hangman and Grandview/Thorpe Neighborhoods consistent with Section 2 above.

Section 4. Public Hearing on Moratorium. Pursuant to RCW 36.70A.390, the City

Council shall hold a public hearing on this moratorium on November 7, 2022. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

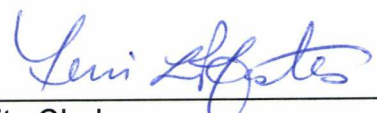
Section 6. Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health, or safety and for the immediate support of City government and its existing public institutions, shall be effective immediately upon its passage. Without an immediate moratorium on the City's acceptance, processing, and approval of applications for new Residential Structures in the moratorium zone, new growth and development occurring in the Latah/Hangman and Grandview/Thorpe Neighborhoods will not be required to pay its proportionate share of the cost of system improvements that reasonably benefit the new development, and the Transportation Impact Fees and General Facilities Charges collected in the moratorium zone will be inadequate to cover the cost of system improvements that are reasonably related to and reasonably benefit new growth and development occurring and anticipated in these neighborhoods, thereby slowing the City's ability to construct the needed system improvements, undermining the City's legitimate policy of protecting the public health, welfare, and safety within the moratorium zone.

ADOPTED BY THE CITY COUNCIL ON September 12, 2022



Council President

Attest:

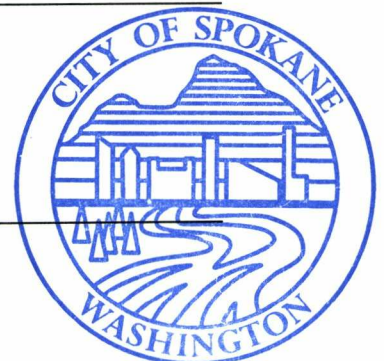


City Clerk

Approved as to form:



Assistant City Attorney



Mayor

Date

Mayoral Decision to Return Unsigned

Returned: 9/23/22

September 12, 2022

Effective Date

Exhibit A

Map of Moratorium Zone

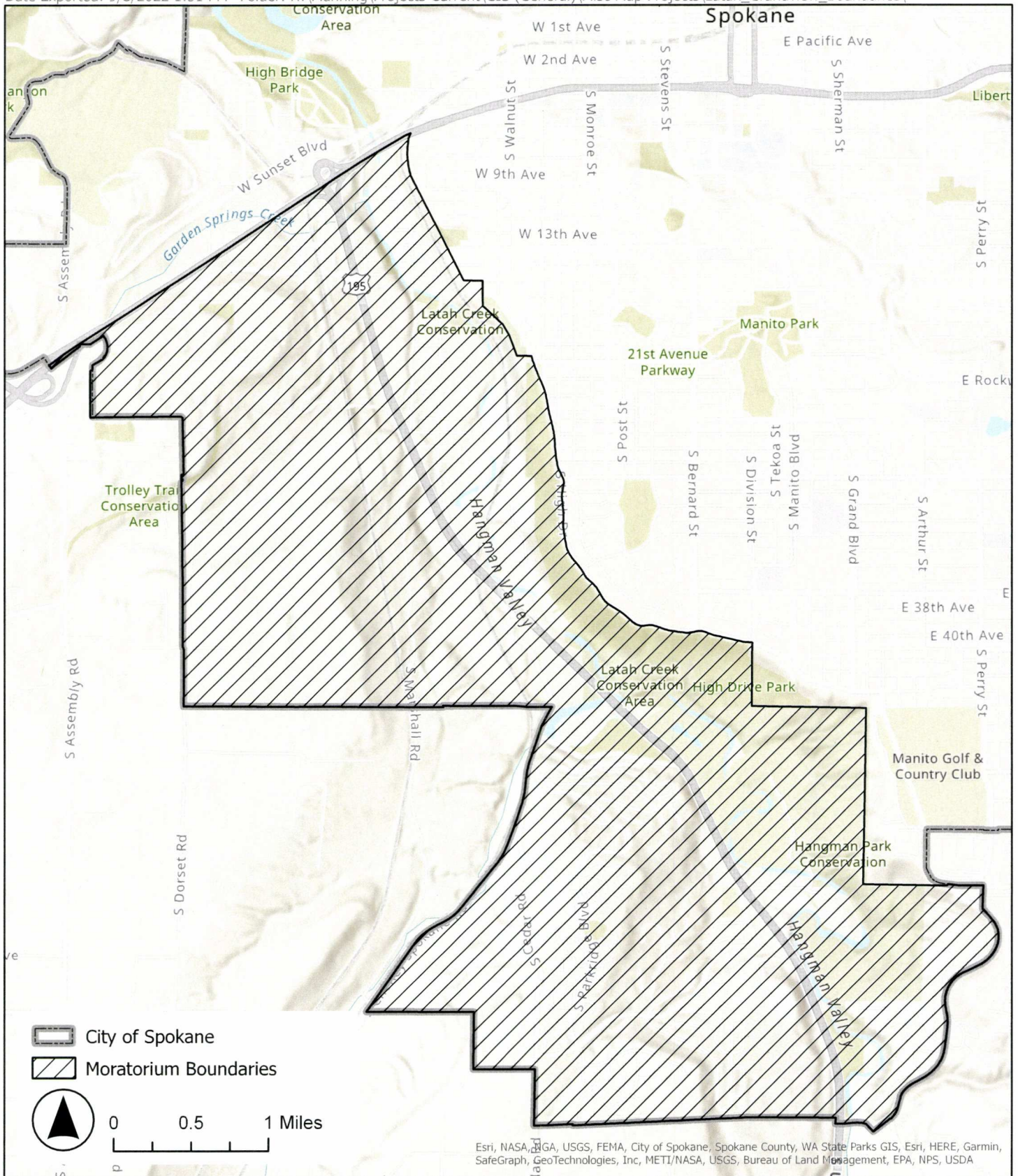


Exhibit A: Ordinance No. C-XXXXX

Latah/Hangman & Grandview/Thorpe Moratorium 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.



Agenda Sheet for City Council Meeting of:
10/24/2022

<u>Date Rec'd</u>	10/11/2022
<u>Clerk's File #</u>	ORD C36298
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	HANNAHLEE X6714 ALLERS
<u>Contact E-Mail</u>	HALLERS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - REDISTRICTING PLAN

Agenda Wording

An ordinance adopting a City Council Redistricting Plan.

Summary (Background)

RCW requires that the City go through a redistricting process after the decennial census. 2020 census data was delayed, so the deadline for adopting a new Redistricting Plan is Nov. 15, 2022. Council appointed Jennifer Thomas (District 1), Heather Beebe-Stevens (District 2) and Rick Friedlander (District 3) as voting members of the board. During their Oct. 4, 2022, meeting, the board voted unanimously to recommend this map to Council for adoption.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> 10/17 Finance & Administration
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs; CM Zappone
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		mpiccolo@spokanecity.org
<u>For the Mayor</u>		
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Committee Agenda Sheet

Finance & Administration

Submitting Department	City Council
Contact Name & Phone	Hannahlee Allers – x6714
Contact Email	hallers@spokanecity.org
Council Sponsor(s)	CP Beggs; CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Ordinance Adopting a City Council Redistricting Plan
Summary (Background)	<p>RCW requires that the City go through a redistricting process after the decennial census. 2020 census data was delayed, so the deadline for adopting a new Redistricting Plan is Nov. 15, 2022. Council appointed Jennifer Thomas (District 1), Heather Beebe-Stevens (District 2) and Rick Friedlander (District 3) as voting members of the board on March 21, 2022.</p> <p>To have as much public participation as possible, Board Members held two Town Hall meetings (July 20 and October 4), issued two separate surveys (ThoughtExchange and Survey Monkey), collected written public comment, attended multiple Community Assembly and Neighborhood Council meetings, and distributed press releases regarding their work.</p> <p>The attached ordinance reflects the Board’s recommendation to Council.</p>
Proposed Council Action & Date:	Filed for first reading and hearing on October 24, 2022, and final reading on November 7, 2022.
Fiscal Impact: Total Cost: <u>N/A</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: <u>N/A</u> 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? <p>N/A - the Board was tasked with trying to make the council districts as even in population as possible while keeping aligned with the requirements of RCW 29A.76.010. Data related to racial group or political party was not to be a factor in the board’s work, but RCW does call for a specific goal of preserving “existing communities of related and mutual interest.”</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 – Redistricting occurs every 10 years after federal census data is received by the City.

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

N/A – Redistricting occurs every 10 years after federal census data is received by the City.

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?

[RCW 29A.76](#), City of Spokane Charter [Section 60](#)

ORDINANCE NO. C - 36298

An ordinance adopting a City Council Redistricting Plan.

WHEREAS, RCW 29A.76.010 provides in part that the City is responsible to periodically redistrict its election districts based on population data from the most recent federal decennial census; and

WHEREAS, pursuant to RCW 29A.76.010 (3) (b), the City has until November 15, 2022, to prepare a plan for redistricting its districts consistent with the criteria set forth in RCW 29A.76.010 (4); and

WHEREAS, pursuant to Section 60 of the City Charter, a decennial districting board shall be established during the year of state and federal redistricting to accomplish city council redistricting; and

WHEREAS, on March 21, 2022, the City Council confirmed the appointments of Jennifer Thomas (District 1), Heather Beebe-Stevens (District 2) and Rick Friedlander (District 3) to serve on the Decennial Districting Board consistent with the City Charter; and

WHEREAS, the Decennial Districting Board held public Town Halls on July 20 and October 4, 2022, to present census data to the public and to receive public testimony regarding potential council redistricting based on the census data and submitted a recommended plan to the City Council on October 4, 2022; and

WHEREAS, after public notice, a public meeting was held before the City Council on October 24, 2022, two weeks before the adoption of the districting plan, to take public comment regarding the draft plan; and

WHEREAS, on October 24, 2022, two weeks before the adoption of the districting plan, the Council amended the plan after receiving public comment and opened resubmitted the amended draft plan for additional written public comment more than one week before adoption of the districting plan and for public comment at the November 7, 2022 City Council meeting. on the amended plan; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That the redistricting plan affixing boundaries between City Council Districts 1, 2 and 3, as submitted by the Decennial Districting Board and amended by the City Council after public comment, is hereby adopted as represented in the attached map.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

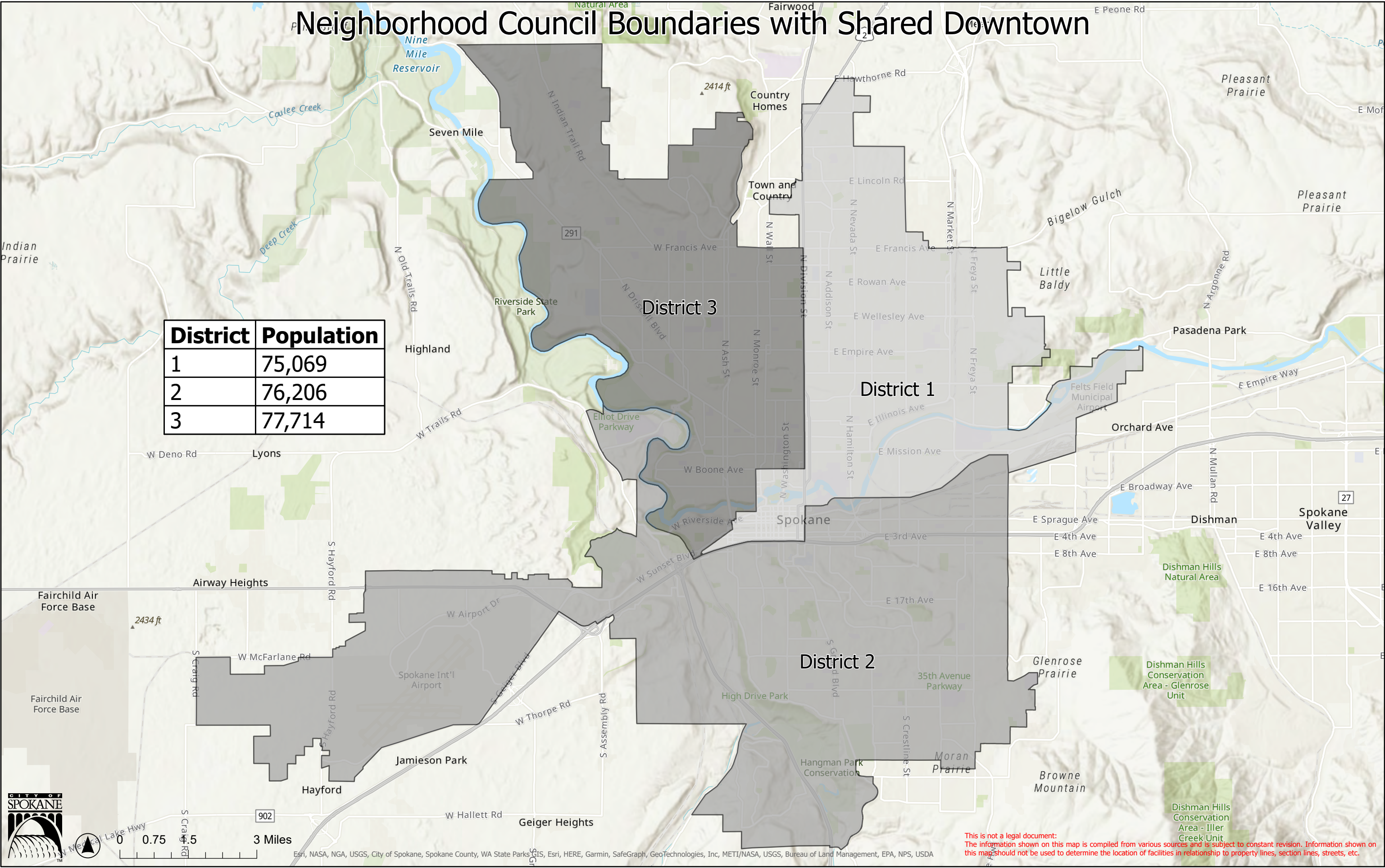
Mayor

Date

Effective Date

Neighborhood Council Boundaries with Shared Downtown

District	Population
1	75,069
2	76,206
3	77,714



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.

Redistricting Board

Memo

To: Spokane City Council Members

From: Rick Friedlander, Redistricting Board Chair

cc: City Council Staff; City Clerks

Date: October 4, 2022

Re: Recommended Council District Map

The City of Spokane's Redistricting Board voted 3-0 during their October 4, 2022, meeting on a motion made by Jennifer Thomas and seconded by Heather Beebe-Stevens to recommend the attached map ("Map #1 – Minimal Changes with Shared Downtown") to the City Council for approval via ordinance no later than November 15, 2022. The Board understands that the City's Planning Department may make minor changes to this map in order to properly align District boundaries based on feedback from County Auditor's Office (e.g. moving the boundary to the center of a road or the Spokane River).



Rick Friedlander
Chair

**NOTICE OF PUBLIC HEARING
CITY COUNCIL REDISTRICTING PLAN
(Proposed Ordinance C36298)**

RCW 29A.76.010 provides in part that the City is responsible to periodically redistrict its election districts based on population data from the most recent federal decennial census.

Notice is hereby given that there will be a public hearing of the Spokane City Council on **Monday, October 24, 6:00 p.m.** This public hearing is for the purpose of considering a City Council Redistricting Plan recommended to the City Council by the Redistricting Board. The public hearing will be continued to a second public hearing to be held on November 7, 2022; at which time the City Council anticipates taking final action to adopt a Redistricting Plan. The City Council reserves the right to continue the hearing as needed to consider any potential amendments to the plan.

Any person may appear at the hearings to submit written or oral comments on the proposed Redistricting Plan or submit written comment in advance of the second and final hearing on the matter to citycouncil2@spokanecity.org.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.