

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 28, 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 28, 2022:

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

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

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2495 356 0460; 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 28, 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 28, 2022

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

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

Spokane Human Rights Commission: One Reappointment	Approve	CPR 1991-0068
Spokane Historic Landmarks Commission – Archeologist: One Appointment	Approve	CPR 1981-0122
TPA Hotel Advisory Commission: Two Reappointments	Approve	CPR 2004-0017

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | | | | | | | | | | | |
|---|--|---------|---------------|---------|---------------|---------|---------------|----------------|--|--|---------------|--|---------------|
| <ol style="list-style-type: none"> 1. Purchase from Northcoast Electric Supply (Spokane) of three 1200-amp transfer switches for the Water Department—\$79,000 (plus tax). (Council Sponsor: Council Member Bingle)
Loren Searl 2. Contract Extension with Eccovia Solutions for the subscription to ClientTrack Software—\$156,028.10 (incl. tax). This software is the database that supports the City's Homeless Management System (HMIS). (Council Sponsor: Council Member Stratton)
Daniel Ramos 3. American Rescue Plan Act Grant Agreement with Innovia Foundation (Spokane) for the Launch NW Program to support and promote addressing educational disparities—\$5,000,000. (Council Sponsors: Council President Beggs and Council Member Cathcart)
Michelle Murray 4. Multiple Family Housing Property Tax Exemption Conditional Agreements with: <ol style="list-style-type: none"> a. Spokane Housing Ventures for the future construction of approximately 10 units at Parcel Numbers 36331.0132 and 36331.0134, commonly known as 6208 N. Lacey Street. b. Skyline Homes LLC for the future construction of approximately 36 units at Parcel Number | <table border="0"> <tr><td>Approve</td><td>OPR 2022-0869</td></tr> <tr><td>Approve</td><td>OPR 2016-0959</td></tr> <tr><td>Approve</td><td>OPR 2022-0870</td></tr> <tr><td>Approve
All</td><td></td></tr> <tr><td></td><td>OPR 2022-0871</td></tr> <tr><td></td><td>OPR 2022-0872</td></tr> </table> | Approve | OPR 2022-0869 | Approve | OPR 2016-0959 | Approve | OPR 2022-0870 | Approve
All | | | OPR 2022-0871 | | OPR 2022-0872 |
| Approve | OPR 2022-0869 | | | | | | | | | | | | |
| Approve | OPR 2016-0959 | | | | | | | | | | | | |
| Approve | OPR 2022-0870 | | | | | | | | | | | | |
| Approve
All | | | | | | | | | | | | | |
| | OPR 2022-0871 | | | | | | | | | | | | |
| | OPR 2022-0872 | | | | | | | | | | | | |

35092.0609, commonly known as 1651 E. North Foothills Drive.

The Conditional Agreements will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction. (Council Sponsors: Council Members Cathcart and Bingle)

Taylor Berberich

- | | | | |
|----|---|------------------------------------|---------------|
| 5. | Report of the Mayor of pending 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 \$_____. | Approve &
Authorize
Payments | CPR 2022-0002 |
| 6. | 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)

Ordinance C36329 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:

Golf Fund

- 1) Increase appropriation by \$300,000.
 - 2) Of the increased appropriation, \$100,000 is provided solely for fuel, fertilizer and other operating supplies.
 - 3) Of the increased appropriation, \$100,000 is provided solely for capital.
 - 4) Of the increased appropriation, \$100,000 is provided solely for repairs and maintenance.
- (A) This is an increase to the overall appropriation level in the Golf Fund.

(This action arises from inflationary cost increases in supplies, fuel, and capital expenditures.) (Council Sponsors: Council Members Bingle and Kinnear)

Jason Conley

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0100 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1501 comprising of approx. 3.42 acres of land located at 11208 W. Electric Avenue. (Council Sponsors: Council President Beggs and Council Member Kinnear)
Larry Krauter, CEO, SIA

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

- ORD C36330 Establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Stratton)
Council President Beggs
- ORD C36331 Relating to regulation of food delivery platform fees, adopting a new chapter 10.57 of the Spokane Municipal Code. (Council Sponsors: Council Members Zappone and Kinnear)
Council Member Zappone

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | | |
|-----|---|--------------------------------------|---------------|
| H1. | Continued Hearing on Proposed 2023 Budget.
(Continued from November 21, 2022)
Jessica Stratton | Hold Hrg /
Continue to
12/5/22 | FIN 2022-0001 |
|-----|---|--------------------------------------|---------------|
-

**Motion to Approve Advance Agenda for November 28, 2022
(per Council Rule 2.1.2)**

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up 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 28, 2022, Regular Legislative Session of the City Council is adjourned to November December 5, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
11/28/2022

<u>Date Rec'd</u>	11/15/2022
<u>Clerk's File #</u>	CPR 1991-0068
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JESSICA KIRK 5097206262
<u>Contact E-Mail</u>	JKIRK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 REAPPOINTMENT TO SPOKANE HUMAN RIGHTS COMMISSION

Agenda Wording

Anwar Peace 0520 Reappointment to Spokane Human Rights Commission 1/1/2023-12/31/2025 - 3 years

Summary (Background)

Anwar Peace 0520 Reappointment to Spokane Human Rights Commission 1/1/2023-12/31/2025 - 3 years

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>	KIRK, JESSICA	<u>Study Session\Other</u>
<u>Division Director</u>		<u>Council Sponsor</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		jkirk@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	lkissler@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Agenda Sheet for City Council Meeting of:
11/28/2022

<u>Date Rec'd</u>	11/15/2022
<u>Clerk's File #</u>	CPR 1981-0122
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JESSICA KIRK 5097206262
<u>Contact E-Mail</u>	JKIRK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT TO SPOKANE HISTORIC LANDMARKS COMMISSION

Agenda Wording

Christopher Noll Appointment to Spokane Historic Landmarks Commission - Archaeologist 1/1/2023-12/31/2025

Summary (Background)

Christopher Noll Appointment to Spokane Historic Landmarks Commission - Archaeologist 1/1/2023-12/31/2025

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>	KIRK, JESSICA	<u>Study Session\Other</u>
<u>Division Director</u>		<u>Council Sponsor</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		jkirk@spokanecity.org
<u>For the Mayor</u>	PERKINS, JOHNNIE	mduvall@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Agenda Sheet for City Council Meeting of:
11/28/2022

<u>Date Rec'd</u>	11/14/2022
<u>Clerk's File #</u>	CPR 2004-0017
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JESSICA KIRK 5097206262
<u>Contact E-Mail</u>	JKIRK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 REAPPOINTMENT TO TPA HOTEL ADVISORY COMMISSION

Agenda Wording

Dean Feldmeier 0520 Reappointment to TPA Hotel Advisory Commission 1/1/2023 - 12/31/2023 - 1 year

Summary (Background)

Dean Feldmeier 0520 Reappointment to TPA Hotel Advisory Commission 1/1/2023 - 12/31/2023 - 1 year

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>	KIRK, JESSICA	<u>Study Session\Other</u>
<u>Division Director</u>		<u>Council Sponsor</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		jkirk@spokanecity.org
<u>For the Mayor</u>	PERKINS, JOHNNIE	mdodroe@visitspokane.com
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Agenda Sheet for City Council Meeting of:
11/28/2022

<u>Date Rec'd</u>	11/14/2022
<u>Clerk's File #</u>	CPR 2004-0017
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	JESSICA KIRK 5097206262
<u>Contact E-Mail</u>	JKIRK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 REAPPOINTMENT TO TPA HOTEL ADVISORY COMMISSION

Agenda Wording

Dan Zimmerer 0520 Reappointment to TPA Hotel Advisory Commission 1/1/2023-12/31/2024 - 2 years

Summary (Background)

Dan Zimmerer 0520 Reappointment to TPA Hotel Advisory Commission 1/1/2023-12/31/2024 - 2 years

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	KIRK, JESSICA
<u>Division Director</u>	
<u>Finance</u>	
<u>Legal</u>	
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	jkirk@spokanecity.org
	mdodroe@visitspokane.com

Additional Approvals

Purchasing

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

11/28/2022

Date Rec'd

11/17/2022

Clerk's File #

OPR 2022-0869

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

WATER & HYDROELECTRIC SERVICES

Contact Name/Phone

LOREN SEARL 625-7821

Project #**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

Bid #DEPARTMENT
QUOTE**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE 20193

Agenda Item Name

4100 - PURCHASE OF 1200A TRANSFER SWITCHES

Agenda Wording

Approve purchase of three 1200-amp Transfer Switches from Northcoast Electric Supply (Spokane, WA) for \$79,000 plus sales tax

Summary (Background)

Latah, West Drive and Eagle Ridge 1 booster stations are critical for supplying water to the 195 corridor, Eagle Ridge, Sunset and SIA. Currently, these stations do not have any means for emergency power during a weather event (icestorm), large fire (firestorm), or even a power outage. This purchase of 1200a transfer switches will allow the Water Department to use its current portable generators to power these stations in an emergency.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 79,000.00

various

Select \$

#

Select \$

#

Select \$

#

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

SAKAMOTO, JAMES

Study Session\Other

10/3/22 Pub Safety

Division Director

MCINTOSH, SETH

Council Sponsor

CM Bingle

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**HARRINGTON,
MARGARET

tprince@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

Additional Approvals**Purchasing**

PRINCE, THEA

Committee Agenda Sheet

PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE

Submitting Department	Water Department
Contact Name & Phone	Loren Searl 625-7821
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	CM Jonathan Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of 1200a Transfer Switches
Summary (Background)	<p>A Request for Quote was sent out and three (3) responses were received - Northcoast Electric Supply (Spokane, WA) was the lowest responsive bidder - \$79,000 plus tax</p> <p>Latah, West Drive and Eagle Ridge 1 booster stations are critical for supplying water to the 195 corridor, Eagle Ridge, Sunset and SIA. Currently, these stations do not have any means for emergency power during a weather event (icestorm), large fire (firestorm), or even a power outage. This purchase of 1200a transfer switches will allow the Water Department to use its current portable generators to power these stations in an emergency.</p>
Proposed Council Action & Date:	Approve Purchase 10/17/22
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 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?

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

11/28/2022

Date Rec'd

11/16/2022

Clerk's File #

OPR 2016-0959

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

DANIEL RAMOS 625-6756

Project #**Contact E-Mail**

DRAMOS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 24133

Agenda Item Name

1680 ECCOVIA SOLUTIONS SOFTWARE SUBSCRIPTION CONTRACT

Agenda Wording

The CHHS department seeks approval to extend contract with Eccovia Solutions for the subscription to ClientTrack Software. This software is the database that supports the City's Homeless Management System (HMIS).

Summary (Background)

Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2022 to 11/30/2023 at a cost of \$148,660.64 plus tax.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 156,028.10 (includes sales tax)

1540-95570-65430-53104-99999

Select \$

#

Select \$

#

Select \$

#

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

CERECEDES, JENNIFER

Study Session\Other

11/7/2022 Public Safety & Community Health Committee

Division Director

FINCH, ERIC

Council Sponsor

CM Karen Stratton

Finance

MURRAY, MICHELLE

Distribution List**Legal**HARRINGTON,
MARGARET

Accounting - jmccoy@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Legal - mharrington@spokanecity.org

Additional Approvals

Purchasing - cwahl@spokanecity.org

Purchasing

NECHANICKY, JASON

IT - itadmin@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Eccovia - Steve Taylor - staylor@eccovia.com

		Tax & Licenses
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Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	Daniel Ramos III, 509-625-6756
Contact Email	dramos@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>11/7/2022</u>
Agenda Item Name	Eccovia, Inc., Homeless Management Information System Software Extension
Summary (Background)	Eccovia, Inc. is a critical vendor that is providing our City's Community Management Information System, an HMIS compliant software. The software is used for the data collection, storage, and reporting of persons experiencing and at-risk of homelessness as a requirement of state and federal funding administered by the City's CHHS Department. This software contract extension is for one year for the period of 12/1/2022 to 11/30/2023 at a cost of \$148,660.64 plus tax.
Proposed Council Action & Date:	11/7/2022
Fiscal Impact: Total Cost: \$148,660.64 plus tax 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: HHAA funding Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – one year software extension to meet funding requirements.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The Community Management Information System, an HMIS compliant software, is a funding requirement and the demographic data it collects on persons experiencing and at-risk of homelessness is used at the local, state, and federal level for planning to remediate and end homelessness.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – one year software extension to meet funding requirements.	
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 software service aligns with the strategic initiatives and the goals of the Public Safety & Community Health Committee to promote significant growth that connects people to places and builds upon cultural, historic, and natural resource assets, and to meet the obligations required by federal and state funding CHHS receives.



City of Spokane

CONTRACT EXTENSION

Title: **CLIENTTRACK SUBSCRIPTION AGREEMENT**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ECCOVIA, INC.**, whose address is 2150 W. Parkway Blvd., Suite A-101, Salt Lake City, Utah 84119 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 Subscription Licenses and Professional Services to ClientTrack; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated December 12, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on December 1, 2022.

3. EXTENSION.

The contract term is hereby extended and shall run through November 30, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED SIXTY AND 64/100 DOLLARS (\$148,660.64)**, and applicable sales tax, in accordance with the attached Software as a Service Subscription Agreement, for everything furnished and done under this Contract Extension.

5. DEBARMENT AND SUSPENSION.

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

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

ECCOVIA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract Extension:

Certificate regarding Debarment

Eccovia Software as a Service Subscription Agreement

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

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

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

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

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

ClientTrackTM Software License & Software as a Service (SaaS) Subscription Agreement [Concurrent Users]

Organization Name: **City of Spokane**

THIS AGREEMENT, made this 12/1/2022 by and between EccoVia, Inc. ("the Company"), a Utah corporation, having a principal place of business at 2150 W. Parkway Blvd., Suite A-101, Salt Lake City, UT 84119 and **City of Spokane** ("Licensee"), with a principal place of business at **808 W. Spokane Falls Blvd, Spokane, WA 99201**; and sets forth the terms and conditions of a ClientTrackTM Software as a Service (SaaS) subscription. This Agreement shall be effective as of 12/1/2022 (the "Effective Date").

Definitions

Software License: A software license authorizes Licensee to access and run ClientTrackTM baseline application software (the "System"). This license additionally authorizes connection between a ClientTrack application instance and up to two (2) databases.

Licensee: One who is duly authorized to access the System.

Active User: A named end-user of a ClientTrack System that has current login privileges. An Active User account (seat) cannot be shared or used by more than one individual Active User but may be reassigned from time to time to new Active Users who are replacing former Active Users who have terminated employment or otherwise changed job status or function and no longer use the System.

Inactive User: A named end-user of the System that DOES NOT have current login privileges. An Inactive User may be maintained in the System for historical and data integrity reasons.

Concurrent Users: A term used to define the maximum number of Active Users allowed to login simultaneously at any given time. The concurrent user population can be made up of any number of Active Users.

User Access License: A kind of software license that allows end-users and their workstations to connect to specific System software instance.

Effective Date: The date from which all the contractual rights and obligations begin and from which date renewal dates are calculated.

Term of Agreement

The term of this Agreement shall begin on the Effective Date and continue for twelve (12) consecutive months. Thereafter, this Agreement shall automatically renew for successive one year periods on the anniversary date of the Effective Date ("Anniversary Date") unless either party gives the other party not fewer than thirty (30) days' notice of its intent not to renew, or unless terminated by either party in accordance with this Agreement.

Grant of SaaS Subscription and Limited Use Software License

Licensee must acquire a number of User Access Licenses ("UALs") equivalent to the number of contracted Concurrent Users defined in this Agreement. Each UAL acquired by Licensee may be used only in conjunction with the Licensee's properly licensed ClientTrack software.

The Company hereby grants and Licensee hereby accepts, a limited, non-exclusive Software License for the ClientTrack baseline application software and a non-exclusive license for Licensee's Active Users to use the ClientTrack software provided Licensee complies with all terms and conditions of this Agreement and the Software as a Service (SaaS) Subscription Terms & Conditions, made a part of this Agreement as Exhibit B.

The Company reserves the right to modify the Software as a Service (SaaS) Subscription Terms & Conditions (attached as Exhibit B) terms and conditions of this Agreement or its policies relating to the use of the System at any time, effective upon written notice as provided in this Agreement; any continued use of the System after any such changes shall constitute your consent to such changes.

This license shall immediately terminate and be null and void upon termination or upon Licensee's violation of this Agreement.

Price and Payment Terms

Licensee agrees to make prompt payment to the Company upon receipt of a properly completed invoice. Licensee shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), and similar charges, however designated or levied. Tax Exemption certificates, if applicable, must be presented prior to invoice if they are to be honored. The Company shall only bill the Licensee for services specifically stated in this Agreement or otherwise approved in writing in advance by the Licensee.

The Licensee shall pay the Company, the Software License fee, Concurrent User subscription fees as specified in ClientTrack SaaS Pricing Table, made part of this Agreement as Exhibit A.

Monthly SaaS Concurrent User Subscription Fees are due and payable in advance on a quarterly basis.

Licensor reserves the right to increase the SaaS Concurrent User License Subscription fees by 4% annually as outlined in Exhibit A.

Number of Concurrent User Access Licenses:

SaaS Concurrent User Subscription fees for the initial twelve (12) months of the initial term of this Agreement are included in the ClientTrack Baseline Software License. During subsequent months of this Agreement the number of Concurrent User Subscription fees billed under this contract shall be for no less than **Thirty-six** (36) Concurrent Users. Additional Concurrent Users may be added by the Company when requested by an authorized representative of the Licensee in writing.

No Rental/No Commercial Hosting

You may not rent, lease, lend, or provide commercial hosting services with the System.

Software Ownership

The ClientTrack Software System is owned by EccoVia, Inc. and is licensed to Licensee not sold. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by EccoVia, Inc.

Software Limited Warranty

The Company warrants to Licensee, that the System will operate substantially in accordance with the most current release of the System baseline software for the term of this Agreement. This warranty is void if failure of the software has resulted from accident, abuse, or misapplication.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS," THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS: YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, THE COMPANY SHALL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL, CONTRACTUAL OR EQUITABLE THEORY FOR: (i) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

Non-Payment and Suspension

In addition to any other rights granted to the Company herein, the Company reserves the right to suspend or terminate this Agreement and Licensee's access to the System if Licensee has not made payment with forty-five (45) days of when payment of an invoice was due (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for Concurrent User Subscription fees during any period of suspension. If Licensee or the Company initiates termination of this Agreement, Licensee will be obligated to pay the balance due on Licensee's account to the end of the current Agreement term, or any renewal term.

The Company reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that the Company has no obligation to retain Licensee Data or Configuration AND Licensee Data and Configuration may be irretrievably deleted if Licensee's account is ninety (90) days or more delinquent.

Termination

Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) business days prior to the expiration date of the then current.

In the event this Agreement is terminated (other than by reason of your breach), the Company will make available to Licensee a file of the Licensee Data within thirty (30) days of termination if Licensee so requests at the time of termination. Licensee agrees and acknowledges that the Company has no obligation to retain the Licensee Data, and may delete such Licensee Data, more than thirty (30) days after termination.

Any breach of your payment obligations or unauthorized use of the System will be deemed a material breach of this Agreement. The Company in its sole discretion may terminate your password, account or use of the System if you breach or otherwise fail to comply with this Agreement.

In any dispute arising out of the Company's duties and obligations under this Agreement, the Company and Licensee shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, written notification by either party to the other of any perceived failure to perform under this Agreement and a reasonable time period of not less than thirty (30) days, for cure. In the event a mutually acceptable resolution cannot be reached, either party may terminate this Agreement by providing thirty (30) days written notice to the other at the party's last known address.

In the event that any dispute shall require arbitration or other legal proceedings between the parties regarding this Agreement each party agrees to bear its own cost.

Access by the Company

Licensee hereby grants the Company the right to access its data for analytical purposes to inform and support advanced analytical solutions. Any such data accessed shall be de-identified or otherwise have no characteristics that can provide identification of the underlying client records. Analytical data may be used in advanced analytics solutions.

General

This Agreement and the parties here to agree and consent that this Agreement shall be governed by the internal laws of the State of Utah, without giving effect to principles of conflict of laws and the exclusive jurisdiction and venue of the state courts sitting in Salt Lake County, Utah or the federal courts in the District of Utah to resolve any disputes arising under this Agreement. In each case this software license and Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This Agreement and the Exhibits attached hereto contain the complete agreement between the parties with respect to the subject matter hereof, and supersede all prior or

contemporaneous agreements or understandings, whether oral or written. The failure or delay of the Company to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach. No EccoVia or ClientTrack dealer, agent or employee is authorized to make any amendment to this Agreement unless such amendment is in writing and signed by a duly authorized representative of the Company.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

ClientTrackTM and other trademarks contained in the System are trademarks or registered trademarks of EccoVia, Inc. in the United States and/or other countries. Licensee may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the System. This Agreement does not authorize you to use the Company's or its licensors' names or any of their respective trademarks

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement on the day and year written below:

Executed this _____ day of _____, 20_____.

Licensee Signature

Print Name

Title

Eccovia, Inc. Signature

Print Name

Title

Pricing Exhibit A

<u>Eccovia - City of Spokane</u>					
	December 2022 - February 2023	March – May 2023	June – August 2023	September- November 2023	Year Contract Total
Hosted- Concurrent User Access License	\$16,715.16	\$16,715.16	\$16,715.16	\$16,715.16	\$66,860.64
Database Overages	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00 migrate to CDMS (Cloud Storage) get up to 100gb for free.
Continual Education Services (CES) - Tuition	\$2,000.00				\$2,000.00
Daily backups	\$12,000.00				\$12,000.00
Admin Services (40 hours a month)	\$16,200.00	\$16,200.00	\$16,200.00	\$16,200.00	\$64,800.00
Total	\$49,915.16	\$32,915.16	\$32,915.16	\$32,915.16	\$148,660.64

Exhibit B

Software as a Service (SaaS) Subscription Terms & Conditions

Services

The Company will provide, subject to the terms herein, the Licensee with a non-exclusive license to use the ClientTrackTM software application, software set forth in this Agreement (collectively, the "System"), solely for the purpose of access and execution of Licensee's subscription to the System delivered as Software as a Service over the Internet.

The Company alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to ClientTrackTM and associated products, technology, the System and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the System. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the System, ClientTrackTM or the Intellectual Property Rights owned by the Company.

Licensee will have access to the System for the purpose of using the System for its intended purpose and in accordance with the specifications set forth in any documentation relating to the System provided by the Company. Such use and access will be continuous on a twenty-four (24) hour basis except for interruptions by reasons of maintenance or downtime beyond the Company's reasonable control as outlined in the Service Level Agreement.

All standard features and functions of the ClientTrack Baseline application software will be available to Licensee as part of the monthly Concurrent User fees.

The Company will provide up to 10 Gigabytes (GB) of storage space on the application server for Licensee to use for storage of data necessary for use of the System. If Licensee's use exceeds the base storage space allotted, Licensee will be responsible to pay for additional data storage fee at the Company's prevailing rate; incremental fees will be calculated on the average monthly storage overage and invoiced quarterly.

Databases smaller than 1 Gigabyte can be exported through the Application's "Export Whole Database" feature. The exportation of databases larger than 1 Gigabyte must be performed by Licensor's professional staff with Licensee being charged for associated time and material.

The Company will maintain the System during the term of this Agreement. In the event System has been modified or customized, and the Company personnel performed those modifications, the Company

agrees to maintain the System as modified. The cost of regular application maintenance (break/fix) is included in the Concurrent User Fees. Software support beyond regular application maintenance may be billable to Licensee at the Company's prevailing Professional Services rates

The Company reserves the right to modify the System from time to time; provided that Licensee may terminate this Agreement without penalty within sixty (60) days following any such change to the System that has a material adverse effect on the functionality of the System, if the Company fails to correct the adverse effect in the sixty (60) days following Licensee's written notification to the Company of such effect.

The Company, its affiliates or subcontractors may perform some or all of the Company's duties and/or obligations hereunder.

Licensee Responsibilities

Licensee must obtain from the Company a sufficient number of valid User Access Licenses sufficient for the number of authorized Concurrent Users to use the System.

Licensee will use the System only for its internal business operations and will not permit the System to be used by or for the benefit of anyone other than Licensee.

Licensee will not have the right to re-license or sell rights to access and/or use the System or to transfer or assign rights to access or use the System, except as expressly provided herein.

Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the System. Licensee agrees to use the System in a manner that complies with all applicable laws including intellectual property and copyright laws. The Company expressly reserves all rights not expressly granted to Licensee herein.

Licensee shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System in any way; (ii) modify or make derivative works based upon the System; (iii) create Internet "links" to the System or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the System, or (c) copy any ideas, features, functions or graphics of the System.

Licensee shall not: (i) send spam or otherwise duplicative or unsolicited

messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the System or the data contained therein; or (v) attempt to gain unauthorized access to the System or its related systems or networks.

Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the System through a single identification or password code being made available to multiple users on a network.

Licensee will be responsible to provide, install, and maintain all workstations equipment and operating system and other software to establish and utilize a supported World Wide Web browser; as well Licensee is responsible for establishing and maintaining an Internet connection necessary to access and use the System. Licensee is responsible for all costs and fees (including, but not limited to telephone service, or other telecommunications service, computers and modems) associated with such providing user workstations and Internet services. The Company recommends a broadband Internet connection typically this is a minimum connection method/speed of a DSL Internet line. The Company does not recommend using a dial-up modem as an Internet connectivity method in the use of the System.

USE OF THE SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

As part of the registration process for the System, each Licensee user will be given a password. Licensee will be responsible for maintaining the confidentiality of any password used to access the System. Licensee will be fully responsible for any and all activities that occur under Licensee's account and passwords.

Data Ownership; Confidentiality; Loss

All data created or transmitted by Licensee and stored on the Company servers as part of using the System shall at all times be owned by Licensee.

All data pertaining to Licensee disclosed to the Company in connection with the performance of this Agreement and residing on the Company's application server will be held as confidential by the Company and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. The Company will safeguard the confidentiality of such data using the same standard of care that the Company uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of the Company, generally known or available; (ii) is known by the Company at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the Company by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the Company as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the foregoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

Licensee acknowledges that the ClientTrack and other data on the Company's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to the Company. Licensee will safeguard the right to access the System and other applications installed on the Company's application server using the same standard of care that Licensee uses for its own confidential materials.

The Company will perform a regular backup of System data on its application servers, using the same standard of care that the Company uses for its own data, but the Company shall in no event be liable to Licensee or any third party for loss, destruction or corruption of Licensee Data.

Licensee agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with loss of Licensee Data and that the fees payable under this Agreement have been calculated on the basis that the Company shall exclude liability as provided in this Section.

The Company specifically recommends that Licensee make use of the ClientTrack Application's "Export Whole Database" feature to ensure that the Licensee maintains a viable copy of Licensee's data to meet Licensee's Disaster Recovery / Business Continuity requirements.

Service Levels

Except as otherwise provided herein, the Company will use commercially reasonable efforts to make the System available in accordance with prevailing Software as a Service / Application Service Provider industry standards, taking into account the Licensee's workstations and the speed of their Internet connection to access and use the System.

The Company will use commercially reasonable efforts under the circumstances to remedy any interruptions, omissions, mistakes, accidents or errors in the System (hereinafter "Defects") and substantially restore the System to conform to specifications included in the current Licensee/Company contract documents and current System documentation.

Technical Support

Licensee acknowledges that, except as expressly provided in this Section, all support for the System shall be provided as defined by the Company pursuant to current Licensee/Company contract and related support documents and prevailing Company business practice. The Company shall provide support to Licensee only with respect to access and availability of the System maintained by the Company pursuant to this Agreement ("System Support"). System Support shall be available via telephone and email during the hours of 7:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday, excluding federal holidays.

System Support after the provided hours may be provided by the Company, on an emergency basis, by Company personnel made available during these hours. Additional support fees may apply.

Licensee acknowledges that issues outside the normal scope of the Company's standard technical support may be billable to the Licensee as professional services at the Company's prevailing professional services time and material rates; however, the Company will not perform nor bill for such services without prior approval in writing by the Licensee.

Term and Termination

This Agreement commences on the effective date and shall continue until the Licensee formally terminates this agreement under the terms herein or as provided in the current Licensee/the Company contract.

Limitation of Damages

The Company exercises no control over and accepts no responsibility for the content of the information passing through the System. The Company specifically denies any responsibility for the accuracy or quality of information obtained through the System. Use of any information obtained via the System is at Licensee's own risk.

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY OR ANY OF THE COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE, OR LOST DATA), NOR SHALL THE COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Force Majeure

The Company shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond the Company's reasonable control.

License Information:

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

Entity name: ECCOVIA, INC.

Business name: ECCOVIA, INC.

Entity type: [Profit Corporation](#)

UBI #: 603-269-193

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2150 W PARKWAY BLVD
STE A-101
SALT LAKE CITY UT 84119-2099

Mailing address: 2150 W PARKWAY BLVD
STE A-101
SALT LAKE CITY UT 84119-2099

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	May-31-2023	Mar-27-2013

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

Governing people
Governing people

Title
Title

CHAMPAGNE, CARLTON

Registered Trade Names

Registered trade names	Status	First issued
ECCOVIA SOLUTIONS	Active	Dec-13-2016
ECCOVIA, INC.	Active	Jun-18-2019

The Business Lookup information is updated nightly. Search date and time: 8/25/2022 9:36:05 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6967 South River Gate Drive, #200 Salt Lake City UT 84047	CONTACT NAME: Holly Rencher PHONE (A/C, No, Ext): 801-924-1400 E-MAIL ADDRESS: certrequests@ajg.com FAX (A/C, No): 801-924-1441
INSURED EccoVia, Inc 545 East 4500 South #260 Salt Lake City UT 84107	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hartford Accident and Indemnity Company INSURER C: Houston Casualty Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1218584674**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			34SBAIK0334	6/21/2022	6/21/2023	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 type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAIK0334	6/21/2022	6/21/2023	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAIK0334	6/21/2022	6/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	34WECCD5935	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability Professional Liability			H22TG31136-01 H22TG31136-01	6/21/2022 6/21/2022	6/21/2023 6/21/2023	Each Wrongful Act \$5,000,000

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

Verification of insurance subject to the terms and conditions of the policy.

Cyber Liability includes coverage for "Data Privacy and Network Security Liability", "Media Liability", and "Professional Liability"

CERTIFICATE HOLDER**CANCELLATION**City of Spokane
2150 W. Parkway Blvd., Suite A-101
Salt Lake City UT 84119

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

AUTHORIZED REPRESENTATIVE

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

11/28/2022

Date Rec'd

11/16/2022

Clerk's File #

OPR 2022-0870

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

MICHELLE MURRAY 625-6320

Project #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5600 -HIGHER EDUCATION - ARPA GRANT

Agenda Wording

Award of ARPA Grant to Innovia for the Launch NW program. The organization was chosen through Spokane County RFP P12850. The City of Spokane has an Interlocal Purchase agreement with the County pursuant to RCW 39.34

Summary (Background)

Supply and expand student wraparound services to schools located in the city of Spokane while also providing last dollar scholarship assistance to students who graduate and attend an institution of secondary learning. This will also cover administration costs of the program (LaunchNW) from September of 2022 through August of 2026.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 5,000,000.00

1425-88153-57215-54201-97318

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

Study Session\Other

Urban Exp 11/14/22

Division Director

WALLACE, TONYA

Council Sponsor

CP Beggs, CM Cathcart

Finance

MURRAY, MICHELLE

Distribution List**Legal**HARRINGTON,
MARGARET

lautrey@innovia.org Lauren Autrey

For the Mayor

PERKINS, JOHNNIE

jlenberger@innovia.org

Additional Approvals

mmurray@spokanecity.org

Purchasing

mboston@spokanecity.org

**ACCOUNTING -
GRANTS**

MURRAY, MICHELLE

cstanton@spokanecity.org

laga@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Accounting
Contact Name & Phone	Michelle Murray 509-625-6320
Contact Email	mmurray@spokanecity.org
Council Sponsor(s)	CM Cathcart & CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Higher Education
Summary (Background)	Supply and expand student wraparound services to schools located in the city of Spokane while also providing last dollar scholarship assistance to students who graduate and attend an institution of secondary learning. This will also cover administration costs of the program (LaunchNW) from September of 2022 through August of 2026.
Proposed Council Action & Date: 11/28/22	Approval of ARPA Grant Agreement with Innovia
Fiscal Impact: Total Cost: <u>5,000,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ARPA 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? All students in the City of Spokane who need wrap around services (academic, social, or emotional) would have access to those services through the "LaunchNW" initiative. This would especially impact historically excluded communities like Title 1 schools who did not have the capacity for those services. Additionally promise scholarships providing last dollar funding would be available so that every student will have the opportunity to attain, afford and complete a post-secondary education.	
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? LaunchNW will enter data sharing agreements with all partnering schools and organizations to create a data dashboard. This dashboard will provide robust reporting capabilities for the initiative. LaunchNW, as an initiative of Innovia Foundation, is equipped for reporting and use requirements as an ARPA allocation subrecipient. This includes the ability to internally provide to the following: Confirmation and documentation of Community Engagement practices, Adherence to the approved plan, Quarterly subrecipient reports, Full spending of the allocation by the end of 2026, Subrecipient's Audit Reports.	

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

“This data dashboard will document performance outcomes for the county school districts, Title 1 schools, and disproportionately impacted communities. These outcomes will directly reflect established outcomes, beginning with kindergarten readiness and finishing with job attainment and productive citizenship.” Page 38 of Spokane County RFP P12850

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 COVID-19 pandemic has intensified the strain related to the declining number of students enrolling in post-secondary education. This LaunchNW initiative aims to enhance lasting educational and vocational pipelines in Spokane utilizing a college promise scholarship that includes financial assistance for academic and non-academic supports, so that every student will have the opportunity to attain, afford and complete a post-secondary education. Innovia plans to sustain these scholarships by raising a \$150 million scholarship endowment from high net-worth individuals, philanthropy and businesses. To date, Innovia has received pledges and commitments for 25% of that goal.



City of Spokane

**ARPA GRANT AGREEMENT
INNOVIA**

**Title: EDUCATION DISPARITIES
IMPLEMENTATION PLAN**

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and INNOVIA FOUNDATION, whose address is 818 West Riverside Avenue, Ste. 650, Spokane, WA 99201, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City desires to support and promote addressing educational disparities within the community;

WHEREAS, the City has entered into Interlocal Purchase Agreements with Spokane County pursuant to RCW 39.34;

WHEREAS, the City is authorized to expend funds for such activity under Spokane County RFP P12850 and;

WHEREAS, the Organization has the expertise and desire to promote and encourage addressing educational disparities for the City of Spokane; -- Now, Therefore,

The parties agree as follows:

1. DESCRIPTION OF WORK.

The Grantee shall perform the following work or services for the City:

Services set forth in the Statement of Work attached as Exhibit "A", which is incorporated herein by reference.

The Grantee represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the region, in effect at the time those services are performed.

2. TIME OF COMPLETION. This Agreement is effective upon signature and shall end on December 31, 2026.

3. COMPENSATION. The City shall reimburse the Grantee an amount not to exceed Five Million and No/100 DOLLARS, (\$5,000,000.00) as full compensation for the services provided for under in this Agreement. Payments will not exceed One Million and NO/100 (1,000,000.00) per year. This is the maximum amount to be paid under this Agreement for the

work described in Section I above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. PAYMENT. Requests for reimbursement by the Grantee shall be submitted through the City of Spokane's Department of Community, Housing and Human Services participant portal in Neighborly <https://portal.neighborlysoftware.com/spokaneWA/Participant>. 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.

The City shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Grantee shall not invoice the City in advance of delivery and/or performance and invoicing of such goods or services.

Grantee will submit quarterly data submissions to the City. Quarterly submissions to the City will occur on a calendar quarter basis. Grantee will submit monthly reimbursement requests to the City by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement and quarterly data report submissions shall be uploaded directed to Neighborly portal or in such other manner as agreed in writing by the Parties.

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

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

7. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement.

9. INDEMNIFICATION. The Grantee 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 Grantee's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Grantee 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 Grantee'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 Grantee, its agents or employees. The Grantee specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Grantee's own

employees against the City and, solely for the purpose of this indemnification and defense, the Grantee specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Grantee 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.

10. INSURANCE. During the term of the Agreement, the Grantee 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;
- 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 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
- 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 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 Certificate of Insurance (COI) to the City at the time of the Grant Award.

11. 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 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.

12. 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 www.dor.wa.gov or 360-705-6741 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.

13. 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

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

15. 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.

16. CONFLICT OF INTEREST: The GRANTEE agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- A.** 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 CRF-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 CRF-assisted activity, or with respect to the proceeds from the CRF-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.

17. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS.** Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY.** In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

D. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement.

INNOVIA FOUNDATION	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

APPROVED:	ATTEST:
_____ Assistant City Attorney	_____ City Clerk

Attachments that are part of this Agreement:

Attachment A - Debarment Certificate
Spokane County RFP P12850
Innovia Response to Proposal dated 4/20/2022
General Terms and Conditions

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)



Spokane County
WASHINGTON

Purchasing Department

March 30, 2022

REQUEST FOR PROPOSALS (RFP) P12850

**AMERICAN RESCUE PLAN EXPENDITURE
CATEGORY ADDRESSING EDUCATIONAL DISPARITIES**

Submittals from minority, women and disadvantaged business enterprises are encouraged

SUBMITTAL DEADLINE	SUBMIT
3:00 P.M. Local, April 20, 2022	One (1) electronic copy

Prepared By:
Victor Leamer, Senior Buyer

Prepared For:
Board of County Commissioners

Important Notice: All inquiries, concerns, questions, or clarifications regarding this procurement must be submitted via www.publicpurchase.com. The County will officially respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective Offerors. Offerors shall not contact any other County employees. *Contact with other County staff could be reason for disqualification.*

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REQUEST FOR PROPOSALS

1. **DEFINITIONS:** For clarification and the purpose of brevity, the following definitions will be used throughout these specifications:

1. "Bid" same as submittal.
2. "Company" see entity.
3. "Consultant" same as "Contractor" for the purposes of this RFP.
4. "Contractor" refers to the person or entity awarded a contract resulting from this RFP.
5. "County" refers to Spokane County Washington, a political subdivision of the State of Washington.
6. "Department" refers to the Central Services.
7. "Entity"¹ - refers to a Firm, company or a person working through a sole proprietorship or other legal organizational structure.
8. "Firm" refers to a person or entity.
10. "Person" - see entity.
11. "Proposal" a submittal in response to this RFP.
12. "Respondent" refers to a person, Firm or entity submitting a response to the RFP.
13. "Services" or "professional services" means services rendered by any person or Firm contracting to perform activities within the scope of this RFP.

¹ Unless otherwise specified newly established entities will be given consideration if they are able to demonstrate a history of experience as indicated in their response to this RFP by their key personnel who will be assigned to this project.

NOTE: For the purposes of the response section it shall be understood that the use of any form of the word "you, your, company, Firm and other such similar words" refers to the Respondent

2. **NO RESPONSE STATEMENT:** Vendors who are unable to or do not wish to submit a response are encouraged to complete and return the enclosed No Response Statement form. Return of the form will help us keep our solicitation lists up to date, minimize printing and distribution costs and stop inconveniencing Vendors with what they might perceive as "junk mail". Therefore, to help achieve our goal if no response to this solicitation is received by a vendor after two consecutive mailings, the vendor may be deleted from our vendor mailing list for this type of commodity item.

3. **SERVICES DESIRED:** The purpose of this Request for Proposal (RFP) is to enter into contract with a contractor to provide an implementation plan for addressing educational disparities for Spokane County. This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document (Attachment H).

4. **PROJECT LOCATION:** Spokane County, Washington

5. **PERFORMANCE OF SERVICES:** The County intends that the Firm awarded a contract will perform the work commencing upon the notice to proceed and terminate upon project completion unless terminated sooner with written notification by the County.

The designation of a Firm as "most advantageous" by the County, taking into account all criteria including the pricing data, is not intended to be nor will it be a guarantee that all services required by the County, appropriate to a Firm of its type, will be exclusively performed by that Firm. The County retains the right to award work, on this or any other project, to other Firms.

6. SELECTION SCHEDULE: *(The following dates are based upon initial planning and should be considered tentative.)*

EVENT	DATE
1. RFP issued	March 30, 2022
3. Comment Period (Questions Due)	April 8, 2022, 3:00 PM Local
4. Question Responses Returned	April 13, 2022
5. Proposals Due	April 20, 2022, 3:00 PM Local
6. Begin / Complete Evaluations	Week of April 25, 2022
7. Interviews finalists (if conducted)	Week of May 2, 2022
7. Clarification/Negotiations	Week of May 9, 2022
8. Anticipated Notice of Award	May 17, 2022

Spokane County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the Public Purchase Web Site, located at www.publicpurchase.com.

Offerors may view and download RFP documents from www.publicpurchase.com, via the County's website ([link](#)). Offerors using a form not obtained www.publicpurchase.com risk not receiving necessary addenda, possibly eliminating their proposal from consideration.

After submittals, have been opened in public, the County will post a listing of the businesses submitting proposals, and any final award determination made.

7. SELECTION PROCESS: A recommendation committee will rank all proper submittals based on the attached weighted evaluation criteria set forth in this packet. From these rankings either a recommendation to select the most competitive respondent will be made or a "short list" of leading candidates will be developed for the purpose of interviews. Proposers may or may not be interviewed and the County reserves the right to conduct interviews at its sole option. Spokane County will be the sole judge of the most competitive respondent. Spokane County reserves the right to select a respondent based solely on the written response to the evaluation criteria. Only complete submittals will be evaluated.

8. INTERVIEWS: Interviews are not a mandatory part of this process. Interviews will be held at the sole option of the County. If interviews are conducted firms should plan to have key personnel on their interview teams who most likely would be assigned to the work on such on call project(s). Short listed firms may be asked to provide supplemental or additional information for review by the committee prior to the interviews.

The County reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the firms being interviewed. If changes are made to the criteria or weights they will be reduced to writing and be sent to the interview candidates prior to the conduct of the interviews.

Committee members will use the applicable evaluation criteria and weights to evaluate interview information. Previous clients may be contacted as part of the evaluation process. The recommendation committee will rank the firms interviewed and present their recommendation to the Board of County Commissioners for selection of the most competitive firm.

9. ADDENDA TO THE REQUEST FOR PROPOSAL: Only those clarifications or interpretations of the documents that have been issued by written addenda by the Spokane County Purchasing Department will be official. Clarifications given during the submittal process by the County to respondent's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the respondent shall at once notify the person designated to answer

administrative questions.

Acknowledge receipt of addenda in Attachment A, Part 1D. Failure to provide acknowledgment may result in the submittal being rejected as not responsive.

10. EVALUATION COMMITTEE: Typically, evaluation committees try to review all presentations at one sitting in order to facilitate continuity, which, in turn, helps improve the consistency of the individual scoring. Due to the number of Firms that usually respond as well as a limited amount of time available for review it is strongly recommended that the response be concise and to the point.

The identity of the evaluation committee will not be revealed until after selection of a respondent has been made. Contact with a committee member prior to selection of a respondent may be grounds for removal of the respondent from consideration.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Unless specifically requested in the RFP, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

11. SUBMITTAL: The respondent has the sole responsibility to ensure its response is in the possession of the Spokane County Purchasing Department by the appointed date and time.

12. SUBMITTAL CONTENTS: The submittal response consists of the information requested for the items listed in the Request for Proposal Section. Any material submitted for consideration must be incorporated in each response copy. A single set of material will not be reviewed unless specifically requested by the County elsewhere in this document. Submissions will become part of the official records for this request for proposal and cannot be returned.

Submissions will become part of the official records for this request for professional qualifications and cannot be returned.

13. ELECTRONIC PROPOSAL SUBMITTAL:

- A. Proposals shall be submitted electronically through the Public Purchase website. Proposals delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
 - 1. Offerors must be registered with PublicPurchase.com.
 - 2. Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.
 - 3. If you have any questions on how to respond to electronic submittals, contact vendor support at www.publicpurchase.com through Live Chat in the upper left corner of the webpage or email support@publicpurchase.com. Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittal shall be limited to the documents specified in the RFP document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFP.
 - 1. Spokane County cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the proposal closing date and time for submittal.
 - 2. The County is unable to verify if a proposal has been successfully uploaded in Public Purchase. The Public Purchase system places all submissions into a virtual lock box where they cannot be viewed by the County until after the due date and time.
 - 3. Offerors can check their submission by returning to the home page of Public Purchase. The proposal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR PROPOSAL TO THE COUNTY.**

3. The Public Purchase website will not allow proposals to be uploaded after the due date and time established. Offerors accept all risks for uploading their proposal by the due date and time for submittal.
- C. If an Offeror uploads a file to Public Purchase, it is the Offeror's responsibility to ensure the file is not corrupt or damaged. If the County is unable to open an attachment because it is damaged, corrupt, infected, etc., the County may disqualify the Offeror's submission.

14. PACKAGING: Submit one (1) Electronic copy (Word or searchable PDF)

15. DELIVERY: Submittals must be received on the day, date, time and location stipulated on the cover sheet. Submittals delivered late may be rejected as non-responsive and be returned unopened.

16. SUBMITTAL DEADLINE: It is the sole responsibility of the respondent to ensure that their submittal is in the possession of the Spokane County Purchasing Department by the appointed date and time. Spokane County shall assume no responsibility for any delay in U.S., County, or any other mail service resulting in a submittal being received late by the Purchasing Department.

17. WITHDRAWAL OF SUBMITTAL: Each proposal shall constitute an offer to the County as outlined therein and shall be irrevocable after the submittal deadline. A Firm may withdraw its proposal by giving written notice to the County at the place such proposals are to be received and at any time prior to the time and date of the submittal deadline. Such withdrawal shall not preclude the submission of another proposal prior to the time and date set for the submittal deadline. After the submittal deadline, submittals may not be withdrawn for a period exceeding sixty (60) days after the submittal deadline except at the County's option.

18. SUBMITTAL REJECTION: Spokane County reserves the right to reject any or all Proposals, portions or parts thereof and to waive all minor irregularities. The Board of County Commissioners may reject any or all submittals for good cause.

19. CONFIDENTIAL/PROPRIETARY PROPOSAL MATERIAL

19.1. The Washington Public Disclosure Act, Chapter 42.56 RCW ("Public Records Act") exempts the following information from public disclosure:

19.1.1. Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data".

19.1.2. Proprietary data, trade secrets, or other information that relates to: (a) A vendor's unique methods of conducting business; (b) data unique to the product or services of the vendor. "Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

19.2. Any information contained in the proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive. Marking of pricing as confidential/proprietary will not be honored.

19.3. Proposals submitted to Spokane County for consideration will be held in confidence, and not be made available to other vendors for review or comparison until after award and contract execution.

19.4. If a request is made to view a proposer's confidential/proprietary documents, records, or information, Spokane County will comply strictly with the Public Records Act.

19.4.1. Spokane County shall notify the proposer in writing of the public records request as provided in RCW 42.56.520. Within ten (10) days of this notice, the affected proposer will be asked to provide the legal basis under which such documents are not subject to disclosure under the Public Records Act. Additionally, County legal staff will review the documents requested to determine whether or not the documents are subject to disclosure under that act. Spokane County will be the sole judge as to the records, documents or information that constitutes public information.

19.4.2. The proposer shall be notified in writing if Spokane County determines that the documents, records, or information are subject to disclosure. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice that Spokane County legal staff has determined such documents are subject to disclosure and provided Spokane County written notice of the actions, Spokane County may make such portions available for review and copying by the public as Spokane County, in its sole judgment as to the records, documents or information that constitute public information under the Public Records Act.

19.5. Defense and Reimbursement Obligations:

19.5.1. The proposer asserting that portions of its proposal can be legally protected shall bear all costs of defending such assertion, including indemnifying and reimbursing Spokane County for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments as provided by statute.

19.5.2. By submitting a proposal with portions marked “Confidential” or “Proprietary or Business Trade Secrets” or “Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data” or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations. **If these terms are not acceptable, a proposer should consider not replying to this Request for Proposal/Qualifications or Solicitation for Bids.**

ATTACHMENT A - RESPONSE TO REQUEST FOR PROPOSALS

PART 1 - COVER SHEET

A. Name of Contracting Party: _____

B. Name of Contact Person: _____

Title: _____

Telephone Number Including Area Code: _____

Fax Number Including Area Code: _____

Email Address: _____

C. The Name and Title of the Person Authorized to Execute a Contract on Behalf of the Firm.

Print Name of Person: _____

Title: _____

By: _____

Signature

D. AUTHORSHIP: Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP. All proposals submitted become the property of Spokane County. It is understood and agreed that the prospective Contractor claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

Did outside individuals/agencies assist with preparation of this RFP? ☐ YES ☐ NO

If "Yes", please describe:

E. RECEIPT OF ADDENDA: All official clarifications or interpretations of the proposal documents will be by written addenda only. Contractor acknowledges receipt of the following addenda if any:

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated

PART 2 - ADMINISTRATIVE INFORMATION

A. PROPOSER:

1. Name of Contracting Party:
2. Physical Address:
3. Mailing Address Including Zip Code:
4. Remit To Address Including Zip Code:
5. Telephone Number Including Area Code:
6. Fax Number Including Area Code:
7. E-Mail Address for Business Correspondence:
8. Website:
9. Federal Tax Identification Number:
10. Washington State UBI Number if Issued:
11. State Industrial Account Identification Number if Issued:

12. The following statements of experience, personnel, and general qualifications of the Contractor are submitted with assurance that the owner can rely on its accuracy and truthfulness. I more space is required for your answers, please attach a continuation sheet(s) to the corresponding Proposal response page referencing the item number:

(a) The company has been in business continuously from (month/year): _____

(b) The company has had experience comparable to that required under the proposed contract:

I. As a prime contractor for _____ years.

II. As a subcontractor for _____ years.

B. INSURANCE COMPANY:

1. Name of Company:
2. Mailing Address Including Zip Code:
3. Insurance Agent Name:
4. Insurance Agent Telephone Number Including Area Code:
5. Insurance Agent Fax Number Including Area Code:

PART 3 - CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of the Proposal to Spokane County which is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of Request for Proposal P12850 are conditions precedent to the award or continuation of the related Agreement(s) and that:

1. In preparing this Proposal, we have not been assisted by any current or former employee of Spokane County whose duties relate, or did relate, to this RFP, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this document; and

2. No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, 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 submittal; and

3. We understand that Spokane County can terminate the project at any point. The Contractor shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated and that the County would make reimbursement for satisfactory work completed; and

4. We understand that Spokane County will not reimburse us for any costs incurred in the preparation of this Proposal. All proposals become the property of Spokane County, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Proposal. Submission of the attached Proposal constitutes agreement to abide by the procedures described in the RFP document; and

5. We understand that any Agreement awarded as a result of the Proposal will incorporate the RFP requirements of Spokane County, and agreement terms appearing in the RFP. Submission of a response and execution of this Certifications and Assurances document certify the respondent's willingness to comply with these or substantially similar terms if selected as a Contractor. It is further understood that under no circumstances will a respondent-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in RFP; and

6. In submitting this Proposal that we have read and understand the proposal documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this proposal we are acknowledging all requirements and signed all certificates contained herein. and that no allowance will be sought after proposals are received for oversight, omission, error, or by our mistake; and

7. In submitting the submittal to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

8. In submitting this response as outlined in the specifications, I hereby certify that we have not been debarred, suspended or in any way are excluded from procurement actions by any State or Local governmental agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract; and

9. The proposal satisfies any mandatory requirements of this RFP, if any have been identified as such; and

10. Pricing data, when called for, have been determined independently, without consultation, communication or

agreement with others for the purpose of restricting competition; and

11. All the terms and conditions in our proposal including prices, will remain in effect for a minimum of 90 days after the proposal submittal due date and time and further it is understood that a proposal that specifies an expiration in less than 90 days will be considered non-responsive and will be rejected; and

12. We represent and warrant that if any products are furnished they will have been designed and manufactured to meet Federal and Washington State safety and health regulations that will be in effect at the time of their shipment to the County. We further agree to indemnify and hold harmless the County from all damages assessed against the County as a result of the failure of the items furnished under this Agreement to so comply; and

13. In addition to the foregoing certifications and assurances I certify that to the best of my knowledge and belief the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by the Spokane County Board of County Commissioners.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

BENEFICIAL INTEREST DISCLOSURE STATEMENT

In accordance with Chapter 42.23 RCW respondents must disclose any and all personal relatives, or any relatives of the respondent's employees or subcontractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the respondent or any subcontractor of the respondent for the work of this request for proposals.

The respondent certifies below that there are no persons, meeting the criteria above, have any beneficial interest in the work of this request for proposals. (CHECK YES OR NO BELOW).

☐ YES ☐ NO

If NO, list below, the name of the person, organization and relationship and interest. (Add additional pages if necessary).

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

PART 4 - KNOWLEDGE AND EXPERIENCE

Proposal responses should focus on requirements listed in Parts 4-9 along with Attachment F.

A. Minimum Qualifications. Responses to the items in this part must confirm the following minimum qualifications:

1. Experience working with public agencies with a firm providing an implementation plan for addressing educational disparities.

B. Knowledge And Experience: The following statements of experience, personnel, and general qualifications of the Contractor are submitted with the assurance that the owner can rely on its accuracy and truthfulness. If more space is required for your answers, please attach a continuation sheet(s) to the corresponding Proposal response page referencing the item number.

1. Provide an executive summary highlighting your offer outlining the benefits to the County and why your offer should be determined to be the most advantageous to Spokane County.

2. Business Operations Of The Firm (Operational History).

- a. List the number of years the firm has been in business continuously.

- b. List the names and number of years the firm has been in business under current or previous names or additional assumed business names.

3. Business Operations Of The Firm (Financial History).

- a. Has the company ever filed for Chapter 11 or Chapter 7 bankruptcy? If the company has, give details.

4. Business Operations Of The Firm (Legal History).

- a. List the caption, cause number, court, counsel, and general summary of any litigation pending or judgment rendered within the past 5 years against the proposer (if none, type N/A and skip to Question 5).

- b. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 3 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 5 years.

- c. List all engagements the company has undertaken in the last five years which have resulted in:

- 1) Arbitration or litigation and the disposition of the cases.

- 2) Claims being filed by any Federal, State or Local Governmental agency or individual.

- 3) Liens filed by suppliers or subcontractors. List with whom, for what, and the dollar amount.

5. Describe your experience providing the work and services specified.

- a. Describe your company.

b. Describe your experience providing the work and services specified.

c. List at least two projects with whom you or your key personnel have provided similar services in the past two years. The services should have been for a client similar in size of the County and the work of similar nature and complexity to that described. Describe the projects to include how they demonstrate that you have the experience necessary and in what ways they are similar to the work contemplated. Also, include a brief description of you or your key personnel's specific involvement in each. For each project identified, you shall provide at least the following information, as applicable:

- 1) Client (firm) name and location
- 2) Client contract name, address, and telephone number
- 3) The owner of the facility or system
- 4) A description of the services performed
- 5) The dollar value of the contract
- 6) Key personnel who worked on the projects and indicate if they would be working on this project and in what capacity

6. Describe your organization as it relates to administrative and support staff and the resources that are contemplated to be utilized to provide the services sought.

7. Specification Compliance Questionnaire: The respondent certifies that their proposal response complies in all respects with the attached specification documents, including the minimum specifications (Attachment G).

☐ YES ☐ NO If NO, list in detail below, all deviations (use a separate sheet, if necessary):

Signature, Administrator, or Applicant Agency

Date

print name and title

PART 5 - EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE WORK: Describe your organization as it relates to the personnel that will be utilized to provide the services sought. Include, for personnel listed, any professional or State of Washington registrations and/or licenses and what the professional credentials are for. For all personnel to be assigned to the work the firm will note whether the person is a direct employee of the firm (not a contract employee) or not. Note, key personnel must have a history of professionally cooperative project relations without repeated controversy or contentious behavior (as determined by past project references).

A. List the supervisor or supervisory personnel assigned to the work that will be interfacing with the County contract administrator and contract manager during the contract period to include their name, title, role in the contract and years of experience in that role. Provide a resume for each (limit, one single sided page per resume).

B. List all key personnel assigned to the project (if other than those listed in 5A above). Provide a resume for each (limit, one single sided page per resume).

C. List the person(s) who will be assigned to the work and who will be furnishing the work effort on the contract, excluding supervisory or key personnel. Provide a resume for each (limit, one single sided page per resume).

PART 6 - WORK PLAN AND APPROACH:

A. Describe the methods, innovation, and techniques used to explore, develop, control and accomplish work of this RFP.

B. Submit a Work Plan which should identify the Contractor's intended means and methods with which to accomplish the scope of work identified in the RFP. Copies of sample reports are to be included.

C. List any additional services, procedures or capabilities that you believe could be of benefit to the County which are not specifically required herein but which the firm offers to provide.

D. Use of Subcontractors:

1. If you intend or anticipate using subcontractors please provide the information in Part 4 for each. Affirm your understanding that you will have prime contractor responsibility over such subcontractors.

2. Describe how each subcontractor has the business orientation, licenses, and resources necessary to successfully perform the work to which they will be assigned to perform.

3. Use of Third Party Vendors: List all third-party vendors you intend or anticipate to use. Affirm your understanding that you will have prime contractor responsibility over such vendors.

Signature, Administrator, or Applicant Agency

Date

print name and title

PART 7 - REFERENCES: Provide a list of clients, at least five (5) are desired, for whom you have provided similar services (you must include those listed in Part 4). County staff can not be used as references. The services must have been for clients similar in size to the County and the work of similar nature and complexity to that described. Describe the projects to demonstrate that you have the experience necessary, their similarity to the work contemplated herein and provide a brief description of your specific involvement. For each project identified, you shall provide at least the following information, as applicable:

1. Client (firm) name and location
2. Client contract name, address, and telephone number
3. The owner of the facility or system
4. A description of the services performed
5. The dollar value of the contract
6. Key personnel who worked on the project and indicate if they would be working on this project and in what capacity.

PART 8 - PRICING/FEE FOR SERVICES:

Prepare and submit cost schedule as a separate document (ATTACHMENT G - Cost Schedule). The total cost (lump sum) shall be used in the analysis. The total cost shall include the cost for everything that is necessary to meet the requirements of the County as described in the RFP. This cost shall include (but is not limited to): materials, products, labor, subcontractors, suppliers, equipment, training, fees, overhead, profits, travel, all taxes and all direct and indirect costs.

Should the County desire to offer the Contractor an extension of the Contract for an additional term the County shall begin negotiations with the Contractor on a scope of work and fee approximately ninety (90) days before the end of the current term. If agreement on a scope of work and fee cannot be reached sixty (60) days before the end of the then current term the contract will be allowed to expire.

PART 9 - OTHER: (OPTIONAL) The purpose of Part 9 is to provide a place for the introduction of any other information believed necessary to more fully develop the response.

Signature, Administrator, or Applicant Agency

Date

print name and title

ATTACHMENT B - EVALUATION CRITERIA AND WEIGHTS

It is strongly recommended that this be used as the outline for your response.

Criteria	Description	Evaluation Weight
1. QUALITY OF IMPLEMENATION PLAN TO ADDRESS EDUCATIONAL DISPARITES FOR ACADEMIC, SOCIAL, AND EMOTIONAL SERVICE ENHANCMENTS		25
a.	Impact outcomes (5 years +) of implementation plan model currently in other communities and areas for customization for the unique needs of Spokane County.	
b.	Current efforts to date in implementation of model for service enhancements	
c.	Experience working with local, state and/or federal governments, school districts, non-profits, foundations, and private businesses for academic, social and emotional service programming.	
2. COMPETENCE OF KEY PERSONNEL OF FIRM.....		25
a.	General and dedicated staff special expertise, experience, and duration of firm in the local region	
c.	General experience of firm in audit compliance	
d.	Experience in Federal guidelines compliance	
3. ABILITY TO PERFORM WITHIN TIME/BUDGET LIMITS		20
a.	Staff and resources that will be utilized to provide services in the implementation plan	
b.	Management and collaboration approach	
c.	Capability to explore, develop and use innovative and advanced techniques to control and accomplish implementation plan	
4. ASSURANCE OF REQUIRED DELIVERABLES		25
a.	Ability to provide local outcome metrics for reimbursement payments	
b.	Ability to provide ARP Category and demographic reporting requirements to identify the amount of the total funds that are allocated to evidence-based interventions in compliance with State and Local Fiscal Recovery Funds Program (SLFRF) best practices. <u>Formal report submission template will be provided by Spokane County upon RFP award. Reporting information will include:</u>	
1.	<u>Ethnicity of participants;</u>	
2.	<u>Race of Participants;</u>	
3.	<u>Sex of Participants;</u>	
4.	<u>Household income percentages of Federal Poverty Level (FPL);</u>	
5.	<u>Number of students provided assistance; and</u>	
6.	<u>Other items as required including participation involvement and performance metrics</u>	
c.	Ability to document areas serving disproportionately impacted communities in compliance with State and Local Fiscal Recovery Funds Program (SLFRF) best practices. <u>A sample of the report template must be included in the submission.</u>	
d.	Ability to show access to, or availability of matching funds	
5. RESPONSIVENESS OF SUBMITTAL.....		5
a.	Complete	
b.	Concise	
c.	Clearly presented information	

TOTAL POSSIBLE POINTS: 100

ATTACHMENT C - GENERAL CONDITIONS

FUNDS: All money or dollar amounts referred to in the bid documents will be understood to mean US funds unless otherwise stated.

CONFIDENTIALITY: Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data.

Marking:

Spokane County considers confidentiality of proposals an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be absolutely guaranteed under Public Records, Chapter 42.56 RCW. Any information contained in the proposal that is considered, by the respondent, to be Confidential, Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data must be clearly designated and marked with the words "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data."

For purposes of this section:

"Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data" includes those materials that are exempt from disclosure under Chapter 42.56.270(1) RCW.

Marking of the entire proposal or entire sections as "Confidential", "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored and may render the submittal non-responsive. Marking of pricing as "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored.

NON-DISCRIMINATION: The Board hereby notifies all Firms that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

CONTRACT TERM: Contract term will be for a one-year term, through December 31, 2023, with renewal provisions for up to three additional one-year terms.

A contract award will not be final until the County and prospective Contractor have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

CANCELLATION OF AWARD: Spokane County reserves the right to immediately cancel an award if the Agreement has not been entered into by both Parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases, where negotiation of contract activities is necessary, Spokane County reserves the right to limit the period of negotiation to thirty (30) days after which time funds may be de-obligated.

CONTRACT: Agreements for services will be negotiated on an as needed, project by project, basis utilizing a Scope Of

Work (SOW) and fee approved and accepted by the county and the firm. If an agreement cannot be reached with the selected consultant on a particular project, the next “most advantageous” consultant will be contacted for contract negotiations for that project. No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the parties.

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

Contract Administration: The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this Agreement.

COUNTY: For the purposes of this Agreement the Spokane County Contract Administrator, Project Manager and Contract Facilitator are defined below:

TABLE – ASSIGNED REPRESENTATIVES OF THE PARTIES	
<u>COUNTY CONTRACT ADMINISTRATOR</u> (name), Director Central Services, Spokane County 1026 W Broadway Ave., Spokane, WA 99260 Phone: (509) 477-(phone) Email: (email)	<u>COUNTY CONTRACT FACILITATOR</u> Victor Leamer, Senior Buyer Spokane County Purchasing Department 1211 W. Gardner Avenue, 2 nd Floor, Spokane, WA 99260 Phone: (509) 477-3693, Fax: (509) 477-6627 Email: vleamer@spokanecounty.org
<u>COUNTY PROJECT MANAGER</u> Name Central Services, Spokane County 1026 W Broadway Ave., Spokane, WA 99260 Phone: (509) 477-(name) Email: (email)	<u>CONTRACTOR PROJECT MANAGER</u> (Contractor name) (Contractor Representative) (Contractor Address) Phone: ? Fax: ? Email:

County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, on page 1 of this Agreement. On behalf of the County the Contract Administrator's responsibilities include: (a) performance of all the duties and responsibilities set forth in this Agreement; (b) to serve as liaison with the Campus Security Coordinator for Contractor's compliance to background check and security access requirements; (c) to anticipate what (if any) County policies may affect or impact this contract and to work to address such issues to ensure compliance and congruity with County policies; (d) the duties and responsibilities listed for the County Project Manager, if not delegated as witnessed by being named in that role as identified in the Purchase Order/Agreement; (e) serving as the primary point of contact in the day to day interaction with the contractor; (f) monitoring, reviewing and determining the acceptability of the contractor's accomplishment of the scope of work under the Purchase Order/Agreement; (g) the certification and authentication responsibilities as the Disbursing Officer under RCW

42.24.080 in connection with payments made for work performed under the Purchase Order/Agreement; (h) working out contractor performance schedules; (i) causing or initiating changes or modifications to the Purchase Order/Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (j) performance of all other contract administration responsibilities; and (k) **Except for (g) and (j)** the listed duties and responsibilities may be delegated by the Contract Administrator to the Project Manager.

County Project Manager” (also sometimes referred to as "Owner's Project Manager"). If different than the County Contract Administrator, he/she shall be designated by the County Contract Administrator by being identified to perform that role on page 1 of this Agreement. The County Project Manager’s delegated duties and responsibilities include: (a) those listed for the County Contract Administrator, **except items (g) and (j)**; and (b) a preliminary review of the pay requests and pay applications on behalf of the Contract Administrator, but with the Contract Administrator making the final review of pay reviews and payment applications as indicated by item (e) under the County Contract Administrator; and (c) the administration, management or prosecution of all actions, duties and responsibilities to assure compliance, or completion, of the planning, oversight, coordination, execution, installation, construction and closeout of the project.

"County Contract Facilitator" is the Buyer in the Spokane County Purchasing Department assigned by the Purchasing Manager and identified to perform this role on page 1 of this Agreement. The Contract Facilitator’s responsibilities are ministerial in nature and include the following -- each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users to the Agreement; and (d) processing of any other form of action that could change the Agreement.

Contractor: For the purposes of this Agreement the Contractor Project Manager is identified on page 1 of the Agreement as the Contractor’s representative for the purpose of administering the provisions of this Agreement. The Contractor shall notify the County in writing of a change in its designee.

The Contractor’s Project Manager shall be responsible for ensuring that the deliverables as set forth in this Agreement are furnished by the Contractor.

The Contractor Project Management functions include the provision of contract phase expertise such as: coordination of all contract activities and the responsibility to see to the successful completion of the project in compliance with the design documents at -- or under -- the cost budge and within the agreed timeframe or schedule. The successful completion of a project will depend -- in part -- on overcoming construction obstacles, avoiding construction delays, assuring compliance with the project specifications, verification of the accuracy of contractor progress payment and/or invoice requests, and closely managing “scope creep”.

TERMINATION: The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

Cancellation for Convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

Cancellation with Cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and

2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this Agreement.

TERMINATION WITHOUT CAUSE: Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

LAWS, ORDINANCES, PERMITS, and LICENSES: The Contractor must comply with all County, State and Federal ordinances, laws and regulations including O.S.H.A - W.I.S.H.A., to the extent that they may have any bearing on the services to be provided under the terms of this Agreement. The Contractor is solely responsible to secure and pay for any and all applicable permits, licenses or permissions necessary for legal operation. Those items requiring the County to obtain or assist will be at the sole expense of the Contractor.

The Parties specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

KEY EMPLOYEES: It is expected that the Project Manager and other key employee(s) upon which the respondent based its qualifications to perform the work of the RFP will be the ones who perform the services on behalf of the respondent. Substitution of the project manager or key employees will require the express written permission of Spokane County. Spokane County may, however, require the removal of any employee and the respondent shall replace such employee upon demand by the County.

INSURANCE: The consultant will be required to carry, for the duration of any contract resulting from this RFP, the insurance types and amounts as set forth in the Insurance Requirements Attachment E.

PROTESTS: PROTEST PROCEDURE: This procedure is available to Consultants who submitted a response to this solicitation document. When the County receives a written protest from a respondent to the RFP the County will not execute a contract for the work with anyone other than the protesting respondent without first providing at least two full County business days' written notice of the County's intent to execute a contract for the work; provided that the protesting respondent submits notice in writing of its protest no later than two full business days following the due date and time to receive responses. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and be signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the County Purchasing Manager, C/O the Spokane County Purchasing Department, 1211 W. Gardner Ave., 2nd Floor, Spokane, WA 99260 and reference RFP number P12850" and title "Education Disparities Implementation Plan".

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Department's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Purchasing Manager. The Purchasing Manager or an employee delegated by the Purchasing Manager who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the Purchasing Manager.

The final determination of the protest shall:

- Find the protest lacking in merit; or
- Find only technical or harmless errors in the acquisition process and determine the process to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If it is determined that the protest is without merit, the County will make award to the apparently successful contractor(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

COPYRIGHTS: The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Government purposes:

1. The copyright in any work developed under a contract resulting from this RFP; and
2. Any rights of copyright to which the County or a contractor purchases ownership with funds received from any contract resulting from this RFP.

DEBARRED OR SUSPENDED PARTY: The County will not make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

In addition, the County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

SUBCONTRACTING: No activities or services included as part of this proposal may be subcontracted to another organization, Firm, or individual without the approval of the County. Such intent to subcontract should be clearly identified where call for in the proposal. It is understood that the Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this

contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

PRICE DETERMINATION: The prospective Contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

USE OF PROCESS: The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

LIMITATIONS: This RFP does not commit Spokane County to award a contract, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

A resolution by the Spokane County Board Of County Commissioners declaring a firm or firms as the most advantageous to be eligible to perform on call work referred to in this RFP is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive guarantee to furnish Education Disparities Implementation Plan associated with this RFP or any other work suitable to a firm of its type whether on the list or not.

Any contract awarded will be nonexclusive and if it be in the County's best interest it may award work to other firms. Any contracts resulting from this request for professional qualifications will be between the County and the provider of services and may be canceled upon written notification by the County.

The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

EXPENSES: This RFP does not commit the County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they be held. All costs associated with a response to this RFP shall be borne solely by the responding Firm.

INTERPRETATION: Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify the Purchasing Manager in writing. The Purchasing Manager will send written instruction or addenda as required to all interested parties. The County shall not be responsible for oral interpretations. All Addenda issued shall be incorporated into the contract.

REPRESENTATION: In submitting its Proposal the Contractor represents that it has read and understands the proposal documents, that it has visited the site and or is familiarized itself with the local conditions under which the work is to be performed, that by signature of this proposal it is deemed to have acknowledged all requirements and signed all certificates contained herein. No allowance will be made after proposals are received for oversight, omission, error, or mistake by proposer.

SALE OF ADDITIONAL QUANTITIES: In submitting this response the undersigned agrees to sell additional items or provide the same service at the bid price, terms and conditions to Spokane County as well as other public agencies with whom Spokane County has entered into Interlocal Purchase Agreements pursuant to RCW 39.34. The sale of additional quantities, under this paragraph, is contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items.

Seller's right to refuse to sell additional items at the time of request shall be absolute.

ATTACHMENT D - SAMPLE AGREEMENT

PHONE (509) 477-2301



Spokane County
WASHINGTON

FAX (509) 477-6627

Purchasing Department

**PROFESSIONAL/PURCHASED SERVICES AGREEMENT
CONTRACT NUMBER P12850**

TITLE: Education Disparities Implementation Plan

Contract Type: Firm Fixed Price

Estimated Contract Value: TBD

End of Contract Term: The first term of the Contract is from the date contract is made through December 31, 2023 with three one-year renewal options.

COUNTY:

Spokane County Washington
C/O Spokane County Purchasing Department
1211 W. Gardner Ave., 2nd Floor
Spokane, WA 99260

County Contract Administrator: (name), Central Services, Phone: (509) 477-(phone)
Email: (email)

County Project Manager: (name), Central Services, Phone: (509) 477-phone
Email: (email)

County Contract Facilitator: Victor Leamer, Buyer, Phone: (509) 477-3693
Email: vleamer@spokanecounty.org

CONTRACTOR:

[?Firm name]

[address]

Contact: [?name, title, Phone: (509) ?, Fax: (509) ?

E-mail: ?

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, Spokane County desires to enter into an Agreement with a Contractor who will provide Education

Disparities Implementation Plan; and.

WHEREAS, this Agreement is made pursuant to Request For Proposal (RFP) P12850 and [[?Resolution number [?] dated [?date] as of [?date]] by and between Spokane County, a political subdivision of the State of Washington hereinafter known as the “County” having offices for the transaction of business as listed above and the “Consultant” having offices for the transaction of business as listed above, jointly, hereinafter referred to as the “Parties”.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SERVICES

A. The County hereby engages the Contractor to provide professional services as set forth in Attachment F titled “Scope of Work” attached hereto and incorporated herein by reference and recognizing that time is of the essence in the performance of the work.

B. Services of the Contractor shall be under the general direction of the Contract Administrator, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2. TERM/SCHEDULE

This will be a term contract which will end midnight, TBD.

ARTICLE 3. COMPENSATION

A. The County agrees to make payment in the amount and manner stipulated in Article 33, “Statement of Work and Fee for Services”. There will be no initial payment. Payments shall be made in monthly installments payable after review by the purchasing department and authorization by the head of the department that has budget authority for the work being performed. Said authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed in providing the services as set forth.

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

B. Payment shall be in arrears the later of 30 days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). All billing and correspondence shall be mailed to Spokane County Central Services, 1026 W Broadway Ave., Spokane, WA 99260 to the attention of Jessica Malsom at 509 477-7126 or JMALSOM@spokanecounty.org. All billing and correspondence will clearly display the county contract number.

C. Only payments for services performed are allowed. The Contractor shall invoice the County after the last day of the month for which services were rendered.

D. Cash discounts: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

E. Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.

F. Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.

G. Contract pricing (fees, commissions, mark-ups, etc.) will remain Firm for the first term of the contract.

ARTICLE 4. PRICE ESCALATION

A. The Contract prices will remain firm for the first term of the Contract. A request for a price escalation will: 1) only be considered for subsequent terms; and 2) must be submitted at least sixty (60) days prior to the end of a current term; and 3) must be approved by the Parties prior to their effective date; and 4) will only be allowed on a pass-through basis (does not result in a higher profit margin than that reflected in the prices awarded in the original proposal. The Contractor will be required to provide sufficient documentation to justify the requested price escalation(s) Spokane County will determine the acceptability of sources. Documentation will include a cost proposal in sufficient detail for the County to perform a cost/price analysis upon which the original proposal was made. An evaluation and/or audit will be performed on the cost proposal as well as other submitted documentation in order to determine if the requested price increase(s) is fair and reasonable. Approval of a price escalation request will be at the sole discretion of Spokane County. Retroactive price increase adjustments will not be considered.

B. If the County does not find the documentation sufficient to support a price escalation request, the County reserves the option to counter offer with an percentage increase up to but not to exceed the percentage based upon the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index for all Urban Consumers (CPI-U, U.S. City Average) hereafter called the CPI. The movement period will be of the CPI for the 12-month period ending six months prior to the end of the current term of the contract. The contract price changes, if agreed to by both Parties, shall be binding on the contractor for the subsequent contract year should it be awarded.

C. This escalation/de-escalation provision and its methodology shall be considered to mean and apply to price decreases as well as increases. Price decreases may be considered and implemented at any time during the term of the contract if agreed to by both Parties. If a contract is operating on pricing resulting from the use of the CPI the County reserves the right to initiate a request for a price decrease, based upon the CPI, at any time.

D. Approved price changes will be put into effect through the use of a change order to the Contract.

E. Failure to reach agreement on a request for an increase or decrease in price(s) can, at the sole option of the County, terminate the Contract under the provisions for termination without cause.

ARTICLE 5. PERSONNEL

A. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

B. All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. Any changes or substitutions on the Contractor's key personnel as may be listed herein must be made known to the County's Contract Manager prior to execution, and written approval granted by the County before said change or substitution can become effective.

D. The Contractor warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

ARTICLE 6. CONTRACTOR'S STANDARD OF CARE

A. The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time said services are performed.

B. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all reports, plans, specifications and other services furnished by the Contractor under the terms of this Agreement.

C. The Contractor shall, without additional compensation, correct or otherwise revise any errors, omissions, or other deficiencies in the reports, plans, specifications and other similar documents/data prepared or furnished by the Contractor. The Contractor shall also be liable for all damages to the County or the State of Washington, caused solely by Contractor's negligent performance of any of the services furnished under this Agreement.

D. Approval by the County of any reports, plans, specifications and incidental consulting work or materials furnished shall not relieve the Contractor of the responsibility for the technical adequacy and accuracy of their work.

E. The County's review, approval or acceptance of, nor payment for, any of the Contractor's services shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

ARTICLE 7. SUBCONTRACTING

A. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8. AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

ARTICLE 9. NON-SOLICITATION AGREEMENT

Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

ARTICLE 10. OBLIGATIONS OF THE COUNTY

A. The County shall provide the Contractor with all data in the County's possession, including but not limited to, reports, plans, maps, and other information needed by the Contractor to perform its services under this Agreement. The Contractor is entitled to reasonably rely upon the accuracy and timeliness of the information supplied by the County.

B. The County will examine all studies, reports, plans, specifications, proposals and other documents presented by the Contractor, obtain such advice as the County deems appropriate for such examination, and render decisions pertaining thereto within a reasonable time.

ARTICLE 11. INSTRUMENTS OF SERVICE

N/A

ARTICLE 12. PROPRIETARY RIGHTS

The Parties agree that if any patentable or copyrightable materials or articles should result from the work described herein, all rights accruing from such material or articles shall be the sole property of the County. The County, in its absolute and sole discretion, may grant to Consultant, an irrevocable, non-exclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists and other materials and documents of Consultant developed or modified for use prior to the full execution of this contract, and unrelated to prior contracts with the County.

ARTICLE 13. APPROVAL OF DOCUMENTS

The County's approval of any documents resulting from the services provided by the Contractor shall not relieve the Contractor from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

ARTICLE 14. DISCLOSURE

A. The Contractor shall deliver to the County for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order.

ARTICLE 15. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee who is employed in connection with the work, or against any applicant for such employment, because of race, creed, color, sex, sexual orientation, national origin, marital status, or the presence of any sensory, mental or physical handicap.

ARTICLE 16. INSURANCE

Insurance will be provided in accordance with the specifications, terms, and conditions set forth in Attachment E.

ARTICLE 17. MAINTENANCE OF RECORDS

The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

ARTICLE 18. COMPLIANCE WITH LAWS

The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

ARTICLE 19. ASSIGNMENT

The Contractor may not, without the express written consent of the County, assign, sublet or transfer in whole or in part his interest in this Agreement.

ARTICLE 20. MODIFICATION OF THE AGREEMENT

No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present.

ARTICLE 21. MODIFICATIONS OF WORK

A. The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract.

B. If the County so instructs in writing, the Contractor shall suspend work on that portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

C. If the County elects to make the change, the County shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the Parties.

ARTICLE 22. EXCUSABLE DELAYS

A. The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

B. Upon the Contractor's request, the County shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 23. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Contract is contingent upon the availability of an annual appropriation for this purpose by Spokane County. In the event of non-appropriation of funds for the services provided under the Agreement, the County will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on receipt of notice (verbal or written) from the contract manager to the extent specified.

ARTICLE 24. TERMINATION

A. The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

B. Cancellation for convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

C. Cancellation with cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

D. Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this

Agreement.

ARTICLE 25. TERMINATION WITHOUT CAUSE

Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

ARTICLE 26. VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

ARTICLE 27. REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 28. WAIVER

No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

ARTICLE 29. INDEMNIFICATION

A. The Contractor is an independent contractor and not the agent or employee of the County. No liability shall attach to the County for entering into this contract or because of any act or omission of the Contractor except as expressly provided.

B. The Contractor agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold the County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, their agents or employees. The Contractor's duty to defend, indemnify and hold the County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

C. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful

payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

D. Contractor further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify County.

ARTICLE 30. NOTICES

All notices or other communications given hereunder shall be deemed given on: 1) the day such notices or other communications are received when sent by personal delivery; or 2) the third day following the day on which the same have been mailed by first class delivery, postage prepaid

ARTICLE 31. RELATIONSHIP OF THE PARTIES

A. The Parties intend that an independent Contractor relationship will be created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits that the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

B. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 32. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

ARTICLE 33. STATEMENT OF WORK

A. Services: No work will begin until the Contractor receives a fully executed copy of the Agreement by the Parties. Compensation will not include fees or change orders caused by the Contractor's errors or omissions.

ARTICLE 34. SPECIAL FEDERAL, STATE AND LOCAL REQUIREMENTS:

2.4.1. Not Applicable.

ARTICLE 35. ANTI-KICKBACK

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

B. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and then it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 36. SUCCESSORS AND ASSIGNS

A. The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other.

B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 37. CONFLICT OF INTEREST

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

B. The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

ARTICLE 38. ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 39. RECOVERY OF FUNDS

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to Spokane County the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and Spokane County including reasonable attorney fees and or any other collection costs. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the Contractor.

ARTICLE 40. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 41. CONTACT DOCUMENTS

The Contract Documents consist of this Agreement, all conditions of Spokane County Request For Proposal No P12850 and other documents listed below and all modifications and change orders issued subsequent to the execution of this Agreement. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence shall be the order listed below. An enumeration of the contract documents is set forth below:

1. Change orders to the Agreement; and
2. This Agreement; and
3. Addenda; and
4. Request For Proposal number P12850; and

5. The proposal of the Contractor herein dated _____.; and

ARTICLE 42. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE 43. SPECIAL PROVISION

The County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

ARTICLE 44. PAYMENT OF TAXES

This Agreement is for the employment of the Contractor as an independent contractor. The Contractor holds itself out as an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

ARTICLE 45. OTHER EMPLOYMENT

This Contract is not an exclusive services Agreement. The Contractor may take on other professional assignments while completing the work set forth herein.

ARTICLE 46. ALL WRITINGS CONTAINED HEREIN

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 shall be deemed to exist or to bind any of the Parties hereto. The Contractor has read and understands all of this Agreement, and now states that no representation, promise, or agreement not expressed in this document has been made to induce the Contractor to execute the same.

ARTICLE 47: EXECUTION AND APPROVAL - The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

ARTICLE 48: COUNTERPARTS - This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

ARTICLE 49: THIRD PARTY BENEFICIARIES - This Agreement is intended for the benefit of the COUNTY and CONTRATOR and not for the benefit of any third parties.

ARTICLE 50: SURVIVAL - Without being exclusive, the Article for Indemnification and the Article for Venue Stipulation of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Articles of this Agreement which, by their sense and context, are intended to survive shall also survive

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

Vendor:

SPOKANE COUNTY:
Central Services

Agreed:

I, the undersigned, certify that: (a) the Scope and Fee of this Agreement are consistent with Spokane County RFQ No. P12850 and (b) the Board of Spokane County Commissioners has approved both the specific project, and the budget and funding, for the Scope and Fee of this Agreement. I certify that I am authorized to authenticate and approve this Agreement pursuant to RCW 42.24.080. Approved.

X

Insert Printed Name

Date

X

(NAME)

Director

Date

As to Process and Form

Reviewed and Approved:

X

Victor Leamer
Senior Buyer

X

Tony Hall
Purchasing Manager

(for Contractor's Signature)

NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that the above _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the Contractor to be the free and voluntary act of Contractor for the uses and purposes mentioned in this instrument.

DATED this ____ day of _____, 2022.

Notary Signature

Notary Public In And For The State Of _____

residing at _____.

My commission expires _____

ATTACHMENT E - INSURANCE REQUIREMENTS

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict the required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance, policy endorsements and bonding is provided to the County of Spokane. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Department with whom the contract is executed. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the Purchasing Department. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is an additional named insured on the Contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Contractor.

The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with each required policy endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the contract is executed. Upon request, the contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

Providing coverage in the listed amounts shall not be construed to relieve the Contractor from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

GENERAL LIABILITY INSURANCE: The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Proof of Additional Insured status shall be submitted in the following ways:

- Forward the insurance policy language that provides "Blanket" additional insured status through contract or to government agencies or,
- A copy of the general liability additional insured endorsement that names "Spokane County, Its Officers, Agents and Employees" as Additional Insured.

PROOF OF BUSINESS AUTOMOBILE INSURANCE: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to Spokane County.

WORKERS COMPENSATION: When the company has employees, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing the Contractor's State Industrial Account Identification Number. Provision of this number will be the Contractor's assurance that coverage is in effect.

ATTACHMENT F - SCOPE OF WORK

Addressing Educational Disparities – Academic, Emotional, and Social Services (2.25)

Spokane County seeks to utilize ARP funding for investment into systematic enhancements that enhances the resiliency, stability, and life readiness of students in disproportionately impacted communities through proven, evidence-based intervention programming for wrap-around services with educational enhancement tied to performance outcomes.

Firms responding to this solicitation must include an Implementation Plan that includes deliverable items as set forth below:

1. Creation of an Asset Inventory indicating the (1) current state of necessary wrap-around services and (2) future goals for service improvements by focus area. Focus area(s) **must** be contained within Spokane County and may include School Districts, Individual Title 1 Distinguished School, or another qualified defined service area.
2. Implementation of an enhanced delivery model to current structure(s) of privately and publicly funded providers for wrap-around service for students and their families. This may include, but is not limited to:
 - Memorandums of Understanding for public-private partnerships
 - Outcome-based metrics in funding contracts
 - Additional support staff accessibility to students both during school hours and after hours with availability for home access needs
 - Gap funding assessment and potential alternative fund sources when current public or private funding does not meet immediate household needs
 - Documentation of student achievement improvements with (1) baseline and (2) semester updates (including summer). Student achievement measures which include attendance rate, racial and ethnic composite (served and total), socio-economic composite (served and total), graduation rates, graduating senior post-secondary education (2 or 4 year) and/or vocational training commitment and attainment, increase of local workforce development base and percentage of students expected to remain in Spokane County for employment after high school graduation. Additional impact metrics may be established and included.
 - Financial Proforma/Statements of full ARP funding duration or 5 years, whichever is longest. Proforma/Statements must include all anticipated revenue sources including grants and matching funds from public entities, private contributions, and foundations. A full financial budget for each year funding is received, beginning with Year 1 and actual balance sheet reports every quarter. Reimbursements will be based on an annual budget AND outcome metrics for payment. See Attachment G.
 - Documentation of short-term and long-term community engagement strategies and communication, involved groups, oversight and accountability communities and shared resources to achieve intended outcomes.
 - Creation and deployment of Public Facing Dashboard website for resource information and outcome information.

ATTACHMENT G – COST SCHEDULE

The total amount shall be used in the analysis in consideration of the Spokane County ARP Requested amount. The total cost shall include the cost for everything that is necessary to meet the requirements of the County as described in the RFP.

Funding Source	Amount
Spokane County ARP Request	
Other Public Funds (named and amount) – <i>Must be AT LEAST equal to Spokane County ARP Request*</i>	
Other Foundation Funds (named and amount) – <i>Must be AT LEAST equal to Spokane County ARP Request</i>	
Private Funds	
TOTAL AMOUNT	

Required Attachment – Financial Proforma/Statements, Annual Budget, Quarterly Actual Balance Sheet to Budget and outcome metrics will be requirement for Payment reimbursement. Baseline metrics will be accepted until the completion of Year 1.

Reference: State and Local Fiscal Recovery Funds Program (SLFRF) reporting outcomes

<https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-first-clearinghouse-database>

* Upon contraction finalization, if no funds are allocated from the City of Spokane, Spokane County may choose to direct funding only to areas outside the City of Spokane limits. This follows standards based on TRAP and ERA guidelines.

ATTACHMENT H – ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane County for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.317 - 200.327:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Termination for cause and for convenience by Spokane County or the Contractor including the manner by which it will be affected and the basis for settlement;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;

- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane County, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane County makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane County and/or U.S. Treasury

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor’s costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 award, the Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

In the event of the Contractor’s noncompliance or refusal to comply with any applicable law, regulation, executive order,

OMB Circular or policy, Spokane County may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

ATTACHMENT I – NO RESPONSE STATEMENT

If your firm elects to not submit a response to this Request For Proposals, please complete the “No Response Statement” form and return to the County.

Spokane County Purchasing
Department
1211 W. Gardner Ave, 2nd Floor
Spokane, WA 99260



WASHINGTON

**RFQ Number: P12850
Education Disparities
Implementation Plan**

NO RESPONSE STATEMENT

Attention Victor Leamer, Buyer, Phone: (509) 477-3693, Email: vleamer@spokanecounty.org

Receipt of this completed form will assist us in calling for future submittal work of this nature. Please complete and submit this form prior to the submittal deadline as shown on the Request For Proposals notice or document.

A response to the Request For Proposals is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not provide the required services | <input type="checkbox"/> Insufficient time to prepare submittal |
| <input type="checkbox"/> The project scope is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project scope is too large | <input type="checkbox"/> Other reasons or additional comments (please explain below) |
| <input type="checkbox"/> Cannot handle due to present work load | |

<input type="checkbox"/> I / We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No		Authorized Company Official – Signature and Title		Date	
Do not write in this space				Firm Name	
				Address	
				City	
				State Zip Code	
				Telephone Number	

ATTACHMENT A - RESPONSE TO REQUEST FOR PROPOSALS

PART 1 - COVER SHEET

A. Name of Contracting Party: Innovia Foundation

B. Name of Contact Person: Lauren Autrey

Title: Chief Financial Officer

Telephone Number Including Area Code: 509-624-2606

Fax Number Including Area Code: 509-624-2608

Email Address: lautrey@innovia.org

C. The Name and Title of the Person Authorized to Execute a Contract on Behalf of the Firm.

Print Name of Person: Lauren Autrey

Title: Chief Financial Officer

By: 
Signature

D. AUTHORSHIP: Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP. All proposals submitted become the property of Spokane County. It is understood and agreed that the prospective Contractor claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

Did outside individuals/agencies assist with preparation of this RFP? ☒ YES ☐ NO

If "Yes", please describe:

Jody Opheim with Opheim Consulting LLC assisted Innovia Foundation and Launch NW with the preparation of this proposal, primarily with crafting the scope of work (attachment F).

E. RECEIPT OF ADDENDA: All official clarifications or interpretations of the proposal documents will be by written addenda only. Contractor acknowledges receipt of the following addenda if any:

Addendum No.	Dated	Addendum No.	Dated	No.	Dated	Addendum No.	Dated

PART 2 - ADMINISTRATIVE INFORMATION

A. PROPOSER:

1. Name of Contracting Party: Innovia Foundation
2. Physical Address: 421 W. Riverside Ave., Ste. 606, Spokane, WA 99201
3. Mailing Address Including Zip Code: 421 W. Riverside Ave., Ste. 606, Spokane, WA 99201
4. Remit To Address Including Zip Code: 421 W. Riverside Ave., Ste. 606, Spokane, WA 99201
5. Telephone Number Including Area Code: 509-624-2606
6. Fax Number Including Area Code: 509-624-2608
7. E-Mail Address for Business Correspondence: lautrey@innovia.org
8. Website: www.innovia.org
9. Federal Tax Identification Number: 91-0941053
10. Washington State UBI Number if Issued: 601-141-467
11. State Industrial Account Identification Number if Issued: 377,588-00
12. The following statements of experience, personnel, and general qualifications of the Contractor are submitted with assurance that the owner can rely on its accuracy and truthfulness. I more space is required for your answers, please attach a continuation sheet(s) to the corresponding Proposal response page referencing the item number:

(a) The company has been in business continuously from (month/year): Since Dec. 1974

(b) The company has had experience comparable to that required under the proposed contract:

I. As a prime contractor for 10 years.

II. As a subcontractor for 3 years.

B. INSURANCE COMPANY:

1. Name of Company: Hub International Northwest LLC
2. Mailing Address Including Zip Code: P.O. Box 3144 Spokane, WA 99220
3. Insurance Agent Name: Chentel Morrison, AINS
4. Insurance Agent Telephone Number Including Area Code: 425-806-3203
5. Insurance Agent Fax Number Including Area Code: 509-461-7403

PART 3 - CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of the Proposal to Spokane County which is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of Request for Proposal P12850 are conditions precedent to the award or continuation of the related Agreement(s) and that:

1. In preparing this Proposal, we have not been assisted by any current or former employee of Spokane County whose duties relate, or did relate, to this RFP, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this document; and

2. No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, 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 submittal; and

3. We understand that Spokane County can terminate the project at any point. The Contractor shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated and that the County would make reimbursement for satisfactory work completed; and

4. We understand that Spokane County will not reimburse us for any costs incurred in the preparation of this Proposal. All proposals become the property of Spokane County, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Proposal. Submission of the attached Proposal constitutes agreement to abide by the procedures described in the RFP document; and

5. We understand that any Agreement awarded as a result of the Proposal will incorporate the RFP requirements of Spokane County, and agreement terms appearing in the RFP. Submission of a response and execution of this Certifications and Assurances document certify the respondent's willingness to comply with these or substantially similar terms if selected as a Contractor. It is further understood that under no circumstances will a respondent-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in RFP; and

6. In submitting this Proposal that we have read and understand the proposal documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this proposal we are acknowledging all requirements and signed all certificates contained herein. and that no allowance will be sought after proposals are received for oversight, omission, error, or by our mistake; and

7. In submitting the submittal to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

8. In submitting this response as outlined in the specifications, I hereby certify that we have not been debarred, suspended or in any way are excluded from procurement actions by any State or Local governmental agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract; and

9. The proposal satisfies any mandatory requirements of this RFP, if any have been identified as such; and

10. Pricing data, when called for, have been determined independently, without consultation, communication or

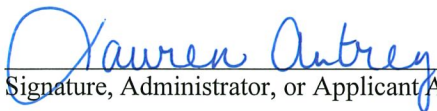
agreement with others for the purpose of restricting competition; and

11. All the terms and conditions in our proposal including prices, will remain in effect for a minimum of 90 days after the proposal submittal due date and time and further it is understood that a proposal that specifies an expiration in less than 90 days will be considered non-responsive and will be rejected; and

12. We represent and warrant that if any products are furnished they will have been designed and manufactured to meet Federal and Washington State safety and health regulations that will be in effect at the time of their shipment to the County. We further agree to indemnify and hold harmless the County from all damages assessed against the County as a result of the failure of the items furnished under this Agreement to so comply; and

13. In addition to the foregoing certifications and assurances I certify that to the best of my knowledge and belief the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by the Spokane County Board of County Commissioners.

CERTIFICATION


Signature, Administrator, or Applicant Agency

4/20/2022
Date

Lauren Autrey, Chief Financial officer
print name and title

BENEFICIAL INTEREST DISCLOSURE STATEMENT

In accordance with Chapter 42.23 RCW respondents must disclose any and all personal relatives, or any relatives of the respondent's employees or subcontractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the respondent or any subcontractor of the respondent for the work of this request for proposals.

The respondent certifies below that there are no persons, meeting the criteria above, have any beneficial interest in the work of this request for proposals. (CHECK YES OR NO BELOW).

☒ YES ☐ NO

If NO, list below, the name of the person, organization and relationship and interest. (Add additional pages if necessary).

CERTIFICATION

Lauren Autrey
Signature, Administrator, or Applicant Agency

4/20/2022
Date

Lauren Autrey, chief Financial officer
print name and title

PART 4 — Knowledge and Experience

A. Minimum Qualifications

4/A/1: Experience working with public agencies to address educational disparities

Innovia Foundation (Innovia) is the incubation entity for the supportive scholarship initiative, LaunchNW. Operating in the region since 1974, Innovia has a distinguished record of working with city and county governments, school districts and community-based organizations to address educational disparities, with notable recent examples in the Priority Spokane program and a two-year initiative to strengthen school-community connections using data in Dayton, St. John Endicott, Lind-Ritzville, Riverside and Inchelium. Leaders at Innovia have extensive experience in education, grant funding, government, planning and communications, with the ability to create effective, collaborative environments to solve problems and create lasting impact.

B. Knowledge and Experience

4/B/1: Executive summary

This offer — the LaunchNW initiative — is an economic and workforce initiative aimed at enhancing lasting educational and vocational pipelines in Spokane County (County). Utilizing a college promise scholarship that includes financial assistance for academic and non-academic supports, every child will have the opportunity to attain, afford and complete a post-secondary education, regardless of their ability to pay. The initiative, collaboratively incubated by Innovia after focus groups, research and meetings with community leaders, is modeled after Say Yes to Education chapters that successfully launched and remain viable in four U.S. communities (Syracuse, NY [2008]; Buffalo, NY [2012]; Guilford County, NC [2015]; and Cleveland, OH [2019]). The Say Yes programs utilize collaboration between government, school districts, community-based organizations (nonprofits) and private stakeholders. Key personnel Gene Chasin and Donnie Turlington of Community Catalyst Partners (CCP) were instrumental in the Say Yes programs and have provided comprehensive planning consultation in the development of LaunchNW. **(Evaluation criteria 1c)**

The offer is advantageous because it addresses a diverse set of key outcomes for the economic vitality of the County, including high school graduation rate, workforce development and family services. These outcomes improve the tax base, enhance the employer hiring pool and reduce stress on existing government services, improving the financial wellbeing of the County while providing children and families with dramatic, life-changing opportunity.

Raised separately by Innovia through existing and developed relationships with donors, a \$150 million scholarship endowment from business, philanthropy, and private donors creates incentive for a collaborative effort for community transformation. **Funds secured from this RFP (among other sources, as outlined in Attachment G) would support implementation and operations of the initiative.** Similarly-modeled programs have leveraged dollars spent by as much as 15 times in external investments toward student supports, leading to very positive educational and economic outcomes. **(Evaluation criteria 1a)**

4/B/2-4: Business operations of the firm

- Innovia has been in business continuously for over 47 years.
- The organization previously did business under different names:

- Greater Spokane Community Foundation (1974-1981)
- Spokane Inland Empire Foundation (1981-1986)
- Spokane Inland Northwest Community Foundation (1986-1989)
- Inland Northwest Communities Foundation (1989-1991)
- Foundation Northwest (1991-2006)
- Inland Northwest Community Foundation (2006-2018)
- Innovia Foundation (2018-present)
- Has the company ever filed for Chapter 11 or Chapter 7 bankruptcy?
 - No
- List the caption, cause number, court, counsel and general summary of any litigation pending or judgment rendered within the past 5 years against the proposer (if none, type N/A and skip to Question 5).
 - N/A

4/B/5: Describe experience providing the work and services provided

Innovia is the community foundation for 20 counties and six Native American Tribes in Eastern Washington and North Idaho, including Spokane County. We partner with people and organizations who want to improve their communities and make the world better. We work together to identify and respond to our region's greatest opportunities, help those in need and leave a lasting impact. Our mission is to ignite generosity that transforms lives and communities. Our three strategic focus areas are igniting generosity, building vibrant and sustainable communities and ensuring every person thrives. We do this via several impact areas of focus, including arts and culture, economic opportunity, education and youth development, health and wellbeing, and quality of life. We are governed by a Board of Directors who lend their extraordinary expertise as civic and community leaders from the region. **(Evaluation criteria 2a)**

As a community foundation, we hold a high standard of fiduciary responsibility. Our organization has undergone an annual audit for over 30 consecutive years, receiving all "unqualified" opinions, indicating no internal deficiencies in financial record-keeping, management or operations. Innovia has also undergone a Federal audit as part of its regional COVID response, receiving a clean audit opinion. **(Evaluation criteria 2bc)**

Innovia consultants Community Catalyst Partners have led very similar efforts in other cities, including four Say Yes to Education initiatives (Syracuse, NY [2008]; Buffalo, NY [2012]; Guilford County, NC [2015]; and Cleveland, OH [2019]) as well as a likeminded community and economic growth initiative in Beaver County, PA. In these projects, they demonstrated expertise in reaching educational and economic vitality goals via four key community-focused strategies: (1) convening of a common table around which every municipal and community partner can strategize comprehensive, coordinated supports and monitoring; (2) installation of new data systems and dashboards to track student performance for all involved agencies; (3) adoption of creative funding strategies, such as those from municipal, and community organizations, and; (4) fostering a new approach to engage teachers, counselors and others on community involvement in student achievement. **(Evaluation criteria 1abc)**

Beyond our partnership with CCP specifically for this initiative, Innovia has significant direct experience in bringing community groups in our region together behind a common mission. A few selected examples:

Priority Spokane

Innovia was the primary convening organization that led to Priority Spokane, a collaboration of government, philanthropies, private businesses and community-based organizations working to create a vibrant future for Spokane County. The goal of Priority Spokane is to foster measurable improvements in key areas of community vitality. A coalition of 19 organizations, the group sets a big, challenging goal for itself every few years, then strategizes how to deploy resources to achieve it. This is one of many inspirations for Innovia incubating LaunchNW.

To date, Priority Spokane has successfully worked to help decrease the dropout rates in local schools. The result of their pilot program aimed at reducing family homelessness has been impressive. More than 100 families, including 300 children, were either placed in housing or stabilized and prevented from becoming homeless. That represents more than three-quarters of the students the project engaged. Of those, 95 percent remain stable and housed today, based on monthly check-ins. The program has announced its latest priority: reducing effects of family trauma on children. **(Evaluation criteria 3bc)**

Key Contact:

Ryan Oelrich, Executive Director

Priority Spokane

P.O. Box 173, Spokane, WA, 99210

509-499-0536

COVID Response — Innovia Funds and CARES Grant Programs

In partnership with Spokane County United Way, Empire Health Foundation, Avista Foundation, Equinox Foundation, Lewis-Clark Valley Healthcare Foundation and generous contributions from many other funders, Innovia launched two COVID-19 Community Response & Recovery Funds to serve our region's most vulnerable populations during the pandemic.

Within the first four months of the pandemic, a massive influx of dollars from donors and funders across the region resulted in grant distributions to organizations providing direct support in response to COVID-19. These included many grassroots, neighborhood and culturally specific groups that are trusted partners in their communities. As we transitioned from response to recovery, a third round of grants encouraged collaborative partnerships aimed at innovative solutions to accelerate recovery and build resilience.

The response awarded 483 grants totaling \$6.5 million, including \$1.16 million in Spokane County alone, to address community needs such as food security, health and safety, education, and economic recovery. Twenty-three percent of grants went to BIPOC communities, directing flexible resources to underrepresented people within our communities. **(Evaluation criteria, 1c, 3abc)**

In addition, Innovia partnered with Greater Spokane Incorporated and Greater Spokane Valley Chamber of Commerce to facilitate and design a grant program to provide assistance to small businesses and nonprofits in Spokane County and the City of Spokane Valley. This federally funded program, totaling over \$25 million, was fully distributed to businesses and nonprofits to

assist in COVID recovery. As part of the process, Innovia was subject to a federal single audit, receiving a clean audit opinion. **(Evaluation criteria, 2bc)**

Key Contacts:

Alisha Benson, CEO

Greater Spokane Incorporated (GSI)

801 West Riverside Avenue, Suite 200, Spokane, WA 99201

509-624-1393

Lance Beck, President and CEO

Greater Spokane Valley Chamber of Commerce

10808 E. Sprague Ave., Spokane Valley, WA 99206

509-924-4994

4/B/6: Describe your organization as it relates to administrative and support staff and the resources that are contemplated to be utilized to provide the services sought.

Innovia has a versatile and experienced staff that includes expertise in higher education, K-12 education, financial reporting, accounting, government collaboration and grant funding, among many others. The initiative's relationship with Innovia offers an operational advantage as we ramp up and scale our implementation personnel; by design, LaunchNW has a small staff. Innovia will serve as host for LaunchNW, sharing many resources, such as office space and staff, to leverage efficiency and experience. In these instances, time and effort working with LaunchNW will be documented through standard accounting practices, such as monthly time and effort reports. We see this as an advantage over other contractors because we will be able to attract talent without overstaffing for need.

The LaunchNW initiative is led by an Executive Director who reports to the Spokane County Leadership Council (SCLC). Staff positions at LaunchNW will include a 1.0 communications staff, 1.0 accounting staff, and 3 support staff to manage scholarship implementation and MOU's. Other staff, such as Parent Engagement Coordinators, will report to the Executive Director, but will most likely be employees of other community-based organizations. In this case, the reporting functions will be defined by separate MOU's. **(Evaluation criteria 3b)**

4/B/7: Specification Compliance Questionnaire: The respondent certifies that their proposal response complies in all respects with the attached specification documents, including the minimum specifications (Attachment G).

☒ YES ☐ NO If NO, list in detail below, all deviations (use a separate sheet, if necessary):

Signature of Administrator or Applicant Agency:

Lauren Autrey

Date:

4/20/2022

Print Name and Title:

Lauren Autrey, Chief Financial officer

PART 5 — Experience of Key Personnel Assigned to the Work

- A. List the supervisor or supervisory personnel assigned to the work that will be interfacing with the County contract administrator and contract manager during the contract period to include their name, title, role in the contract and years of experience in that role.**

Ben Small — Executive Director, LaunchNW; currently Superintendent, Central Valley School District (2008-present, retiring June 2022 — 14 years). Direct employee. **(Evaluation criteria 3abc)**

- B. List all key personnel assigned to the project (if other than those listed in 5A above).**

Shelly O’Quinn — CEO, Innovia Foundation (direct employee)

Aaron McMurray — Chief Strategy Officer, Innovia Foundation (direct employee)

Lauren Autrey — Chief Financial Officer, Innovia Foundation (direct employee)

Gene Chasin — President & CEO, Community Catalyst Partners (contracted consultant)

Donnie Turlington — Vice President & COO, Community Catalyst Partners (contracted consultant)

- C. List the person(s) who will be assigned to the work and who will be furnishing the work effort on the contract, excluding supervisory or key personnel.**

Brian Cobb — Marketing & Communications Manager, Innovia Foundation (direct employee)

Kevin Blocker — Marketing & Communications Manager, Innovia Foundation (direct employee)

Amy Voeller — North Idaho Regional Engagement Manager, Innovia Foundation (direct employee)

Jeff Lenberger — Controller, Innovia Foundation (direct employee)

Kathy Johnson — Executive Assistant, Innovia Foundation (direct employee)

— Resumes for all personnel are attached in Addenda B —

PART 6 — Work Plan and Approach

A. Describe the methods, innovation, and techniques used to explore, develop, control and accomplish work of this RFP.

Innovia began preparations for this initiative in 2019, collecting data and research, engaging stakeholders in focus groups, and meeting with hundreds of community leaders to garner strong, widespread support. Staff traveled across the country, speaking with leaders with the Community Foundation of Greater Buffalo and Cleveland Say Yes to Education programs to learn more about the program and understand the structure. These activities are the basis of a collaborative community governance structure. The response from our community leaders has been overwhelming in the affirmative; there is tremendous opportunity for impact. **(Evaluation criteria 1b)**

Based on the Say Yes to Education model, LaunchNW is committed to five core essentials: (1) sustainable scholarship incentive, (2) outcome-based strategic data approach, (3) comprehensive supports, (4) collaborative governance, and (5) sustainable funding strategies. The initiative utilizes asset mapping, data analysis and town hall meetings to explore areas of need. Leadership and Advisory Councils develop effective, focused strategies to leverage cross-sector partnerships and community investment. LaunchNW will utilize comprehensive reporting tools to monitor student progress and track intervention, working with local families, community-based organizations, school districts, higher education institutions, governments and civic leaders to build capacity and create pathways to success, disrupting cycles of poverty in our most vulnerable populations. The model focuses on building wraparound services by braiding funding and bringing all parties to the table. These include, but are not limited to: early childhood and preschool support, family services, professional development, legal services, tutoring and college access services. **(Evaluation criteria 1b)**

The overall goal for the Promise Scholarship endowment is \$150 million. To date, Innovia has received pledges and commitments for 25% of that goal, with the remainder to be raised in the next 15 months. We have received dramatic support from business leaders and philanthropists. The initiative will provide opportunities for students and families across the economic spectrum, including minoritized populations and rural communities that have historically not had access to these resources. With the scholarship as an incentive, we will bring community organizations to the table to align resources and coordinate wraparound services in support of students (and their families) along the path to their careers of choice. Funds secured from this RFP would be spent directly on implementation and operations of the initiative, not the endowment.

Operationally, LaunchNW uses a community governance model that promotes collaboration and accountability. The structure consists of three important groups:

Spokane County Leadership Council (SCLC)

Charged with governing LaunchNW, the Spokane County Leadership Council (SCLC) brings together leaders of key organizations who are knowledgeable of community resources and have the authority to speak for their organizations. The SCLC will create MOU's with school districts, colleges and universities, and community-based organizations. They will ensure data sharing, collaboration, sharing of best practices, sustainable programming and accountability to results. This group utilizes data over perception to make decisions, informing those decisions by personal perspective. **(Evaluation criteria 4abc)**

The responsibility of the SCLC is to create capacity in areas of need within our community by completing an asset inventory/asset map, then utilizing data to inform decision-making and create task force areas. When solutions are identified, LaunchNW is tasked with implementing evidence-based intervention strategies, creating wraparound services for students and families.

The SCLC will meet monthly.

Community Action Councils (CAC)

Community Action Councils (CAC) will be established in Spokane County to make sure the unique needs of individual communities are being met. We will establish these councils in four areas: West, Central, Valley and North. Each of the CAC's will sign an MOU with the SCLC that outlines expectations for both. At least three members from each CAC will serve on the SCLC. Community Action Councils in violation of an MOU will have scholarship privileges revoked.

Spokane County Advisory Board

The Spokane County Advisory Board meets quarterly to review progress reports and the data dashboard established by the SCLC. This board is made up of elected officials from the region, community and business leaders, superintendents, and faith leaders. This board assures that data remains in the public eye and that progress is being made on important issues, providing another layer of accountability built into LaunchNW's system of governance. An example MOU establishing this type of agreement from the Say Yes Cleveland program has been attached as Addenda A. **(Evaluation criteria 1c, 3a)**

The result of the scholarship incentive and community governance model is a system of wraparound services designed to help students and their families navigate a pathway to success, utilizing resources to intervene, when necessary, and maintain a positive trajectory. The SCLC and CAC's ensure that solutions are customized and appropriate for the specific need, and the Advisory Board ensures that solutions are effective and accountable.

With cross-sector buy-in from business and philanthropic leaders, government and community organizers, this initiative will create transformational change.

B. Submit a Work Plan which should identify the Contractor's intended means and methods with which to accomplish the scope of work identified in the RFP.

Moving forward, Innovia's Planning Committee will transition to the SCLC, which will govern LaunchNW in conjunction with the Executive Director and an Executive Committee comprised of Innovia's CEO and seven members from the SCLC.

The SCLC's primary roles and responsibilities fall under an **implementation plan**, with tasks to include:

Create asset inventory (Evaluation criteria 4bc)

- Establish current state of wraparound services within the County
- Identify gaps in resources and focus areas
- **Shepherd the process for securing MOU's with partner agencies, including public entities, to establish: (Evaluation criteria 4a)**
 - Core commitments
 - Requirements for engagement

- Outcome-based metrics
- (for example MOU, see Addenda A)
- **Shepherd completion of the public-facing data dashboard website, establishing student metrics, resource information and outcome information (Evaluation criteria 4a)**
- Shepherd completion for needed fiscal and pathway analytics
- Shepherd the process for securing necessary data-sharing agreements
- Provide strategic counsel
- Establish and populate the governance structure
 - Determine the initial challenges to be addressed through the formation of localized task forces, and help determine membership on those task forces
- Determine an initial roll-out plan for wraparound services, including identifying need for additional support staff for students
- Advise both long- and short-term communications and community outreach strategies

In preparation for implementation, in addition to the work described above (in Part 6A), Innovia has engaged in extensive scholarship modeling, collecting data from 20 counties in Washington and North Idaho, including Spokane County. A Scholarship/Modeling Committee consisting of over 40 education experts and community leaders, including members from local school districts, universities, colleges and community-based organizations (CBO's), has begun the process of setting policy for eligibility and scholarship construction. This committee will continue after implementation to monitor outcome metrics and data for efficiency, scalability and longevity.

Innovia organized a Marketing and Branding Committee to establish initiative name, logo and messaging strategies. This committee will be dissolved after launch.

Innovia also established the Planning Committee, which set up the governance and operating structures for the initiative. This is the committee that will transition into the Spokane County Leadership Council (SCLC), spearheading the work outlined in the work plan described above (in Part 6B). Current membership includes community leaders, government officials, business leaders, and educators.

C. List any additional services, procedures or capabilities that you believe could be of benefit to the County which are not specifically required herein but which the firm offers to provide.

LaunchNW will thereby integrate siloed CBO's, leading to greater impact in areas of need, reducing educational disparities, while maximizing existing resources. We will secure additional funding from the federal and state governments as well as integrate Spokane County services to further increase effectiveness and efficiency in driving educational and economic achievement. Our community governance model will help create an engaged citizenry who comes together to solve problems. An active problem-solving community improves outcomes beyond those targeted by LaunchNW. The initiative differentiates itself by providing holistic supports, community-wide ownership, cross-sector partnership and catalytic investment designed specifically to be sustainable. **(Evaluation criteria 4bc)**

Nearly 75% of projected job openings in Washington are expected to require some form of post-secondary education, but just over 40% of residents have a degree or credentials by age 26. This initiative will help close that gap, creating opportunities for students and families, while strengthening our economy and community by increasing the tax base and employee pool. As described above (in Part 4/B/5), similarly-modeled initiatives have also had great impacts in areas such as foster care placement, mental

health support and legal guidance, among others, which will make Spokane County ARP dollars have a greater impact.

As shown in Attachment G, as well as the dollars raised to date toward our endowment goal, we have engaged a wide range of parties, from government officials to educators, business leaders and community activists. The response has been resounding approval and support. **(Evaluation criteria 4d)**

D. Use of Subcontractors:

Innovia (LaunchNW) anticipates the use of subcontractors that will be determined by need and ultimately by the SCLC. After results of the asset inventory, SCLC will identify and vet potential subcontractors for use in wraparound services, requiring that such subcontractors meet the operating standards and requirements for the County as outlined in this proposal response. Innovia has not yet identified those subcontractors, as doing so is part of the collaborative governance model. We are willing to submit potential subcontractors to Spokane County before executing contracts.

The initiative will also use software services for data dashboard, student tracking, asset inventory/mapping and scholarship management purposes. Just as with the selection of subcontractors, the SCLC will be tasked with soliciting and vetting these vendors to ensure they meet operating standards and requirements as set forth in this proposal. We have not selected a vendor for these purposes as of the time of this response. LaunchNW will select these vendors through a competitive RFP process and is willing to submit selected service providers to the County for review.

Signature of Administrator or Applicant Agency:

Lauren Autrey

Date:

4/20/2022

Print Name and Title:

Lauren Autrey, Chief Financial officer

PART 7 — References

Priority Spokane

Address: P.O. Box 173, Spokane, WA, 99210

Phone: 509-499-0536

Description of services: Primary convening organization leading to community collaboration fostering measurable improvements toward specific target areas, such as high school graduation and homelessness.

Owner of the facility or system: Ryan Oelrich, Executive Director

Dollar value of the contract: \$1.5 million from members

Key personnel who worked on the project and indicate if they would be working on this project and in what capacity (yes/no): Shelly O’Quinn (yes), Aaron McMurray (yes), Lauren Autrey (yes) — Current Innovia staff will be highly involved in the implementation of the LaunchNW initiative, including shared resources, strategic direction, fiscal responsibility and operational support.

Greater Spokane Incorporated (COVID Response, CARES Grants)

Address: 801 W. Riverside Ave., Ste. 200, Spokane, WA 99201

Phone: 509-624-1393

Description of services: Grant program to provide assistance to small businesses and nonprofits in Spokane County due to the COVID-19 pandemic. Distributed the grants Sept. – Dec. 2020.

Owner of the facility or system: Alisha Benson, CEO

Dollar value of the contract: \$23 million

Key personnel who worked on the project and indicate if they would be working on this project and in what capacity (yes/no): Shelly O’Quinn (yes), Aaron McMurray (yes), Lauren Autrey (yes) — Current Innovia staff will be highly involved in the implementation of the LaunchNW initiative, including shared resources, strategic direction, fiscal responsibility and operational support.

Spokane Regional Transportation Council (Census 2020)

Address: 421 W. Riverside Ave., Ste. 500, Spokane, WA 99201

Phone: 509-343-6370

Description of services: Innovia Foundation, under an MOU with Spokane Regional Transportation Council (SRTC), organized an executive committee to recruit and hire the position of Spokane County Census Coordinator. The coordinator was hired to plan, implement and track activities associated with the 2020 U.S. Census. Innovia provided support and resources for that position, housed at Innovia’s office, and provided reporting back to SRTC and the U.S. Census Bureau, including successful compliance with all financial guidelines and audits.

Owner of the facility or system: Collaboration between Innovia and Spokane Regional Transportation Council.

Dollar value of the contract: \$450,000

Key personnel who worked on the project and indicate if they would be working on this project and in what capacity (yes/no): Shelly O’Quinn (yes), Aaron McMurray (yes), Lauren Autrey (yes) — Current Innovia staff will be highly involved in the implementation of the LaunchNW initiative, including shared resources, strategic direction, fiscal responsibility and operational support.

Blythe Merrill — Executive Vice President, John R. Olshei Foundation

Address: 726 Exchange St., Ste. 510, Buffalo, NY 14210

Phone: 716-630-5423

Email: bmerril@olshei.org

Description: Blythe Merrill is the EVP of the John R. Olshei Foundation in Buffalo, N.Y., serving as the senior programming leader overseeing planning, development and implementation of key initiatives. She was a major driver in bringing “Say Yes to Education” to Buffalo and serves on the operating committee.

Key personnel who worked on the project and indicate if they would be working on this project and in what capacity (yes/no): Gene Chasin (yes), Donnie Turlington (yes) — CCP has worked closely with Blythe Merrill and Say Yes Buffalo.

Bethany Williams — Vice President, Beaver County Partnership for Community and Economic Growth

Phone: 724-630-5423

Email: BKGwilliams@gmail.com

Description: Bethany Williams is the Vice President of the Beaver County Partnership for Community and Economic Growth, a public/private partnership of more than 300 Beaver County, PA business, government, and community leaders. The Partnership has worked extensively with Innovia consultants Community Catalyst Partners.

Key personnel who worked on the project and indicate if they would be working on this project and in what capacity (yes/no): Gene Chasin (yes), Donnie Turlington (yes) — CCP has worked closely with Bethany Williams and Beaver County Partnership.

PART 8 — Pricing/Fee for Services

See Attachment G.

PART 9 — Other (optional)

Background on key implementation consultants Community Catalyst Partners:

Innovia has engaged the expertise of Community Catalyst Partners (CCP) as an implementation consultant throughout the multi-year process of preparing this initiative. CCP, led by Gene Chasin and Donnie Turlington, is a 501(c)(3) that works with entire regions – including schools, local governments, philanthropy, and higher education institutions – to assess, align and marshal resources to provide an entire range of services and supports that lead to achievement for students. CCP's goal is to create equitable opportunities for all students including those who have been historically underrepresented. They have over 50 combined years of experience in the education and nonprofit sectors as preeminent experts on the topics most significant to this proposal.

Across four Say Yes cities, over 170,000 public school students have access to support services and post-secondary scholarships. Over 13,000 have entered either a college or a post-secondary educational institution with scholarship and other support from the initiatives. High school graduation rates have increased by as much as 15% and the Buffalo program has increased matriculation to four-year institutions by 16%. Within the first five years of the Buffalo implementation, 100% of school buildings (58 in total) were staffed with Family Support Specialists, along with 58 school-based mental health clinics (plus one mobile clinic), 6 school-based legal clinics, and summer camps offered at 41 sites through partnership with 28 community-based service providers. The initiatives have shown a significant economic impact as well. In Buffalo, they experienced a 42% reduction in foster care placement since implementation of the program, saving the city \$11.5 million per year. **(Evaluation criteria 1abc)**

Signature of Administrator or Applicant Agency: Lauren Autrey
Date: 4/20/2022

Print Name and Title: Lauren Autrey, Chief Financial officer

ATTACHMENT B - EVALUATION CRITERIA AND WEIGHTS

It is strongly recommended that this be used as the outline for your response.

Criteria	Description	Evaluation Weight
1. QUALITY OF IMPLEMENTATION PLAN TO ADDRESS EDUCATIONAL DISPARITIES FOR ACADEMIC, SOCIAL, AND EMOTIONAL SERVICE ENHANCEMENTS		25
a.	Impact outcomes (5 years +) of implementation plan model currently in other communities and areas for customization for the unique needs of Spokane County.	
b.	Current efforts to date in implementation of model for service enhancements	
c.	Experience working with local, state and/or federal governments, school districts, non-profits, foundations, and private businesses for academic, social and emotional service programming.	
2. COMPETENCE OF KEY PERSONNEL OF FIRM.....		25
a.	General and dedicated staff special expertise, experience, and duration of firm in the local region	
c.	General experience of firm in audit compliance	
d.	Experience in Federal guidelines compliance	
3. ABILITY TO PERFORM WITHIN TIME/BUDGET LIMITS		20
a.	Staff and resources that will be utilized to provide services in the implementation plan	
b.	Management and collaboration approach	
c.	Capability to explore, develop and use innovative and advanced techniques to control and accomplish implementation plan	
4. ASSURANCE OF REQUIRED DELIVERABLES.....		25
a.	Ability to provide local outcome metrics for reimbursement payments	
b.	Ability to provide ARP Category and demographic reporting requirements to identify the amount of the total funds that are allocated to evidence-based interventions in compliance with State and Local Fiscal Recovery Funds Program (SLFRF) best practices. <u>Formal report submission template will be provided by Spokane County upon RFP award. Reporting information will include:</u>	
1.	<u>Ethnicity of participants;</u>	
2.	<u>Race of Participants;</u>	
3.	<u>Sex of Participants;</u>	
4.	<u>Household income percentages of Federal Poverty Level (FPL);</u>	
5.	<u>Number of students provided assistance; and</u>	
6.	<u>Other items as required including participation involvement and performance metrics</u>	
c.	Ability to document areas serving disproportionately impacted communities in compliance with State and Local Fiscal Recovery Funds Program (SLFRF) best practices. <u>A sample of the report template must be included in the submission.</u>	
d.	Ability to show access to, or availability of matching funds	
5. RESPONSIVENESS OF SUBMITTAL.....		5
a.	Complete	
b.	Concise	
c.	Clearly presented information	

TOTAL POSSIBLE POINTS: 100

ATTACHMENT C - GENERAL CONDITIONS

FUNDS: All money or dollar amounts referred to in the bid documents will be understood to mean US funds unless otherwise stated.

CONFIDENTIALITY: Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data.

Marking:

Spokane County considers confidentiality of proposals an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be absolutely guaranteed under Public Records, Chapter 42.56 RCW. Any information contained in the proposal that is considered, by the respondent, to be Confidential, Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data must be clearly designated and marked with the words "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data."

For purposes of this section:

"Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data" includes those materials that are exempt from disclosure under Chapter 42.56.270(1) RCW.

Marking of the entire proposal or entire sections as "Confidential", "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored and may render the submittal non-responsive. Marking of pricing as "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored.

NON-DISCRIMINATION: The Board hereby notifies all Firms that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

CONTRACT TERM: Contract term will be for a one-year term, through December 31, 2023, with renewal provisions for up to three additional one-year terms.

A contract award will not be final until the County and prospective Contractor have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

CANCELLATION OF AWARD: Spokane County reserves the right to immediately cancel an award if the Agreement has not been entered into by both Parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases, where negotiation of contract activities is necessary, Spokane County reserves the right to limit the period of negotiation to thirty (30) days after which time funds may be de-obligated.

CONTRACT: Agreements for services will be negotiated on an as needed, project by project, basis utilizing a Scope Of

Work (SOW) and fee approved and accepted by the county and the firm. If an agreement cannot be reached with the selected consultant on a particular project, the next “most advantageous” consultant will be contacted for contract negotiations for that project. No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the parties.

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

Contract Administration: The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this Agreement.

COUNTY: For the purposes of this Agreement the Spokane County Contract Administrator, Project Manager and Contract Facilitator are defined below:

TABLE – ASSIGNED REPRESENTATIVES OF THE PARTIES	
<u>COUNTY CONTRACT ADMINISTRATOR</u> (name), Director Central Services, Spokane County 1026 W Broadway Ave., Spokane, WA 99260 Phone: (509) 477-(phone) Email: (email)	<u>COUNTY CONTRACT FACILITATOR</u> Victor Leamer, Senior Buyer Spokane County Purchasing Department 1211 W. Gardner Avenue, 2 nd Floor, Spokane, WA 99260 Phone: (509) 477-3693, Fax: (509) 477-6627 Email: vleamer@spokanecounty.org
<u>COUNTY PROJECT MANAGER</u> Name Central Services, Spokane County 1026 W Broadway Ave., Spokane, WA 99260 Phone: (509) 477-(name) Email: (email)	<u>CONTRACTOR PROJECT MANAGER</u> (Contractor name) (Contractor Representative) (Contractor Address) Phone: ? Fax: ? Email:

County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, on page 1 of this Agreement. On behalf of the County the Contract Administrator’s responsibilities include: (a) performance of all the duties and responsibilities set forth in this Agreement; (b) to serve as liaison with the Campus Security Coordinator for Contractor’s compliance to background check and security access requirements; (c) to anticipate what (if any) County policies may affect or impact this contract and to work to address such issues to ensure compliance and congruity with County policies; (d) the duties and responsibilities listed for the County Project Manager, if not delegated as witnessed by being named in that role as identified in the Purchase Order/Agreement; (e) serving as the primary point of contact in the day to day interaction with the contractor; (f) monitoring, reviewing and determining the acceptability of the contractor’s accomplishment of the scope of work under the Purchase Order/Agreement; (g) the certification and authentication responsibilities as the Disbursing Officer under RCW

42.24.080 in connection with payments made for work performed under the Purchase Order/Agreement; (h) working out contractor performance schedules; (i) causing or initiating changes or modifications to the Purchase Order/Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (j) performance of all other contract administration responsibilities; and (k) **Except for (g) and (j)** the listed duties and responsibilities may be delegated by the Contract Administrator to the Project Manager.

County Project Manager” (also sometimes referred to as "Owner's Project Manager"). If different than the County Contract Administrator, he/she shall be designated by the County Contract Administrator by being identified to perform that role on page 1 of this Agreement. The County Project Manager’s delegated duties and responsibilities include: (a) those listed for the County Contract Administrator, **except items (g) and (j)**; and (b) a preliminary review of the pay requests and pay applications on behalf of the Contract Administrator, but with the Contract Administrator making the final review of pay reviews and payment applications as indicated by item (e) under the County Contract Administrator; and (c) the administration, management or prosecution of all actions, duties and responsibilities to assure compliance, or completion, of the planning, oversight, coordination, execution, installation, construction and closeout of the project.

"County Contract Facilitator" is the Buyer in the Spokane County Purchasing Department assigned by the Purchasing Manager and identified to perform this role on page 1 of this Agreement. The Contract Facilitator’s responsibilities are ministerial in nature and include the following -- each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users to the Agreement; and (d) processing of any other form of action that could change the Agreement.

Contractor: For the purposes of this Agreement the Contractor Project Manager is identified on page 1 of the Agreement as the Contractor’s representative for the purpose of administering the provisions of this Agreement. The Contractor shall notify the County in writing of a change in its designee.

The Contractor’s Project Manager shall be responsible for ensuring that the deliverables as set forth in this Agreement are furnished by the Contractor.

The Contractor Project Management functions include the provision of contract phase expertise such as: coordination of all contract activities and the responsibility to see to the successful completion of the project in compliance with the design documents at -- or under -- the cost budget and within the agreed timeframe or schedule. The successful completion of a project will depend -- in part -- on overcoming construction obstacles, avoiding construction delays, assuring compliance with the project specifications, verification of the accuracy of contractor progress payment and/or invoice requests, and closely managing “scope creep”.

TERMINATION: The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

Cancellation for Convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

Cancellation with Cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and

2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this Agreement.

TERMINATION WITHOUT CAUSE: Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

LAWS, ORDINANCES, PERMITS, and LICENSES: The Contractor must comply with all County, State and Federal ordinances, laws and regulations including O.S.H.A - W.I.S.H.A., to the extent that they may have any bearing on the services to be provided under the terms of this Agreement. The Contractor is solely responsible to secure and pay for any and all applicable permits, licenses or permissions necessary for legal operation. Those items requiring the County to obtain or assist will be at the sole expense of the Contractor.

The Parties specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

KEY EMPLOYEES: It is expected that the Project Manager and other key employee(s) upon which the respondent based its qualifications to perform the work of the RFP will be the ones who perform the services on behalf of the respondent. Substitution of the project manager or key employees will require the express written permission of Spokane County. Spokane County may, however, require the removal of any employee and the respondent shall replace such employee upon demand by the County.

INSURANCE: The consultant will be required to carry, for the duration of any contract resulting from this RFP, the insurance types and amounts as set forth in the Insurance Requirements Attachment E.

PROTESTS: PROTEST PROCEDURE: This procedure is available to Consultants who submitted a response to this solicitation document. When the County receives a written protest from a respondent to the RFP the County will not execute a contract for the work with anyone other than the protesting respondent without first providing at least two full County business days' written notice of the County's intent to execute a contract for the work; provided that the protesting respondent submits notice in writing of its protest no later than two full business days following the due date and time to receive responses. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and be signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the County Purchasing Manager, C/O the Spokane County Purchasing Department, 1211 W. Gardner Ave., 2nd Floor, Spokane, WA 99260 and reference RFP number P12850" and title "Education Disparities Implementation Plan".

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Department's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Purchasing Manager. The Purchasing Manager or an employee delegated by the Purchasing Manager who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the Purchasing Manager.

The final determination of the protest shall:

- Find the protest lacking in merit; or
- Find only technical or harmless errors in the acquisition process and determine the process to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If it is determined that the protest is without merit, the County will make award to the apparently successful contractor(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

COPYRIGHTS: The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Government purposes:

1. The copyright in any work developed under a contract resulting from this RFP; and
2. Any rights of copyright to which the County or a contractor purchases ownership with funds received from any contract resulting from this RFP.

DEBARRED OR SUSPENDED PARTY: The County will not make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

In addition, the County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

SUBCONTRACTING: No activities or services included as part of this proposal may be subcontracted to another organization, Firm, or individual without the approval of the County. Such intent to subcontract should be clearly identified where call for in the proposal. It is understood that the Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this

contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

PRICE DETERMINATION: The prospective Contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

USE OF PROCESS: The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

LIMITATIONS: This RFP does not commit Spokane County to award a contract, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

A resolution by the Spokane County Board Of County Commissioners declaring a firm or firms as the most advantageous to be eligible to perform on call work referred to in this RFP is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive guarantee to furnish Education Disparities Implementation Plan associated with this RFP or any other work suitable to a firm of its type whether on the list or not.

Any contract awarded will be nonexclusive and if it be in the County's best interest it may award work to other firms. Any contracts resulting from this request for professional qualifications will be between the County and the provider of services and may be canceled upon written notification by the County.

The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

EXPENSES: This RFP does not commit the County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they be held. All costs associated with a response to this RFP shall be borne solely by the responding Firm.

INTERPRETATION: Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify the Purchasing Manager in writing. The Purchasing Manager will send written instruction or addenda as required to all interested parties. The County shall not be responsible for oral interpretations. All Addenda issued shall be incorporated into the contract.

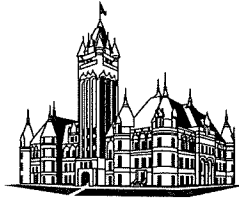
REPRESENTATION: In submitting its Proposal the Contractor represents that it has read and understands the proposal documents, that it has visited the site and or is familiarized itself with the local conditions under which the work is to be performed, that by signature of this proposal it is deemed to have acknowledged all requirements and signed all certificates contained herein. No allowance will be made after proposals are received for oversight, omission, error, or mistake by proposer.

SALE OF ADDITIONAL QUANTITIES: In submitting this response the undersigned agrees to sell additional items or provide the same service at the bid price, terms and conditions to Spokane County as well as other public agencies with whom Spokane County has entered into Interlocal Purchase Agreements pursuant to RCW 39.34. The sale of additional quantities, under this paragraph, is contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items.

Seller's right to refuse to sell additional items at the time of request shall be absolute.

ATTACHMENT D - SAMPLE AGREEMENT

PHONE (509) 477-2301



Spokane County
WASHINGTON

FAX (509) 477-6627

Purchasing Department

PROFESSIONAL/PURCHASED SERVICES AGREEMENT
CONTRACT NUMBER P12850

TITLE: Education Disparities Implementation Plan

Contract Type: Firm Fixed Price

Estimated Contract Value: TBD

End of Contract Term: The first term of the Contract is from the date contract is made through December 31, 2023 with three one-year renewal options.

COUNTY:

Spokane County Washington
C/O Spokane County Purchasing Department
1211 W. Gardner Ave., 2nd Floor
Spokane, WA 99260

County Contract Administrator: (name), Central Services, Phone: (509) 477-(phone)

Email: (email)

County Project Manager: (name), Central Services, Phone: (509) 477-phone

Email: (email)

County Contract Facilitator: Victor Leamer, Buyer, Phone: (509) 477-3693

Email: vleamer@spokanecounty.org

CONTRACTOR:

[?Firm name]

[address]

Contact: [?name, title, Phone: (509) ?, Fax: (509) ?

E-mail: ?

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, Spokane County desires to enter into an Agreement with a Contractor who will provide Education

Disparities Implementation Plan; and.

WHEREAS, this Agreement is made pursuant to Request For Proposal (RFP) P12850 and [[?Resolution number [?] dated [?date] as of [?date]] by and between Spokane County, a political subdivision of the State of Washington hereinafter known as the “County” having offices for the transaction of business as listed above and the “Consultant” having offices for the transaction of business as listed above, jointly, hereinafter referred to as the “Parties”.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SERVICES

A. The County hereby engages the Contractor to provide professional services as set forth in Attachment F titled “Scope of Work” attached hereto and incorporated herein by reference and recognizing that time is of the essence in the performance of the work.

B. Services of the Contractor shall be under the general direction of the Contract Administrator, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2. TERM/SCHEDULE

This will be a term contract which will end midnight, TBD.

ARTICLE 3. COMPENSATION

A. The County agrees to make payment in the amount and manner stipulated in Article 33, “Statement of Work and Fee for Services”. There will be no initial payment. Payments shall be made in monthly installments payable after review by the purchasing department and authorization by the head of the department that has budget authority for the work being performed. Said authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed in providing the services as set forth.

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

B. Payment shall be in arrears the later of 30 days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). All billing and correspondence shall be mailed to Spokane County Central Services, 1026 W Broadway Ave., Spokane, WA 99260 to the attention of Jessica Malsom at 509 477-7126 or JMALSOM@spokanecounty.org. All billing and correspondence will clearly display the county contract number.

C. Only payments for services performed are allowed. The Contractor shall invoice the County after the last day of the month for which services were rendered.

D. Cash discounts: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

E. Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.

F. Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.

G. Contract pricing (fees, commissions, mark-ups, etc.) will remain Firm for the first term of the contract.

ARTICLE 4. PRICE ESCALATION

A. The Contract prices will remain firm for the first term of the Contract. A request for a price escalation will: 1) only be considered for subsequent terms; and 2) must be submitted at least sixty (60) days prior to the end of a current term; and 3) must be approved by the Parties prior to their effective date; and 4) will only be allowed on a pass-through basis (does not result in a higher profit margin than that reflected in the prices awarded in the original proposal). The Contractor will be required to provide sufficient documentation to justify the requested price escalation(s) Spokane County will determine the acceptability of sources. Documentation will include a cost proposal in sufficient detail for the County to perform a cost/price analysis upon which the original proposal was made. An evaluation and/or audit will be performed on the cost proposal as well as other submitted documentation in order to determine if the requested price increase(s) is fair and reasonable. Approval of a price escalation request will be at the sole discretion of Spokane County. Retroactive price increase adjustments will not be considered.

B. If the County does not find the documentation sufficient to support a price escalation request, the County reserves the option to counter offer with an percentage increase up to but not to exceed the percentage based upon the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index for all Urban Consumers (CPI-U, U.S. City Average) hereafter called the CPI. The movement period will be of the CPI for the 12-month period ending six months prior to the end of the current term of the contract. The contract price changes, if agreed to by both Parties, shall be binding on the contractor for the subsequent contract year should it be awarded.

C. This escalation/de-escalation provision and its methodology shall be considered to mean and apply to price decreases as well as increases. Price decreases may be considered and implemented at any time during the term of the contract if agreed to by both Parties. If a contract is operating on pricing resulting from the use of the CPI the County reserves the right to initiate a request for a price decrease, based upon the CPI, at any time.

D. Approved price changes will be put into effect through the use of a change order to the Contract.

E. Failure to reach agreement on a request for an increase or decrease in price(s) can, at the sole option of the County, terminate the Contract under the provisions for termination without cause.

ARTICLE 5. PERSONNEL

A. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

B. All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. Any changes or substitutions on the Contractor's key personnel as may be listed herein must be made known to the County's Contract Manager prior to execution, and written approval granted by the County before said change or substitution can become effective.

D. The Contractor warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

ARTICLE 6. CONTRACTOR'S STANDARD OF CARE

A. The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time said services are performed.

B. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all reports, plans, specifications and other services furnished by the Contractor under the terms of this Agreement.

C. The Contractor shall, without additional compensation, correct or otherwise revise any errors, omissions, or other deficiencies in the reports, plans, specifications and other similar documents/data prepared or furnished by the Contractor. The Contractor shall also be liable for all damages to the County or the State of Washington, caused solely by Contractor's negligent performance of any of the services furnished under this Agreement.

D. Approval by the County of any reports, plans, specifications and incidental consulting work or materials furnished shall not relieve the Contractor of the responsibility for the technical adequacy and accuracy of their work.

E. The County's review, approval or acceptance of, nor payment for, any of the Contractor's services shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

ARTICLE 7. SUBCONTRACTING

A. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8. AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

ARTICLE 9. NON-SOLICITATION AGREEMENT

Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

ARTICLE 10. OBLIGATIONS OF THE COUNTY

A. The County shall provide the Contractor with all data in the County's possession, including but not limited to, reports, plans, maps, and other information needed by the Contractor to perform its services under this Agreement. The Contractor is entitled to reasonably rely upon the accuracy and timeliness of the information supplied by the County.

B. The County will examine all studies, reports, plans, specifications, proposals and other documents presented by the Contractor, obtain such advice as the County deems appropriate for such examination, and render decisions pertaining thereto within a reasonable time.

ARTICLE 11. INSTRUMENTS OF SERVICE

N/A

ARTICLE 12. PROPRIETARY RIGHTS

The Parties agree that if any patentable or copyrightable materials or articles should result from the work described herein, all rights accruing from such material or articles shall be the sole property of the County. The County, in its absolute and sole discretion, may grant to Consultant, an irrevocable, non-exclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists and other materials and documents of Consultant developed or modified for use prior to the full execution of this contract, and unrelated to prior contracts with the County.

ARTICLE 13. APPROVAL OF DOCUMENTS

The County's approval of any documents resulting from the services provided by the Contractor shall not relieve the Contractor from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

ARTICLE 14. DISCLOSURE

A. The Contractor shall deliver to the County for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order.

ARTICLE 15. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee who is employed in connection with the work, or against any applicant for such employment, because of race, creed, color, sex, sexual orientation, national origin, marital status, or the presence of any sensory, mental or physical handicap.

ARTICLE 16. INSURANCE

Insurance will be provided in accordance with the specifications, terms, and conditions set forth in Attachment E.

ARTICLE 17. MAINTENANCE OF RECORDS

The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

ARTICLE 18. COMPLIANCE WITH LAWS

The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

ARTICLE 19. ASSIGNMENT

The Contractor may not, without the express written consent of the County, assign, sublet or transfer in whole or in part his interest in this Agreement.

ARTICLE 20. MODIFICATION OF THE AGREEMENT

No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present.

ARTICLE 21. MODIFICATIONS OF WORK

A. The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract.

B. If the County so instructs in writing, the Contractor shall suspend work on that portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

C. If the County elects to make the change, the County shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the Parties.

ARTICLE 22. EXCUSABLE DELAYS

A. The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

B. Upon the Contractor's request, the County shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 23. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Contract is contingent upon the availability of an annual appropriation for this purpose by Spokane County. In the event of non-appropriation of funds for the services provided under the Agreement, the County will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on receipt of notice (verbal or written) from the contract manager to the extent specified.

ARTICLE 24. TERMINATION

A. The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

B. Cancellation for convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

C. Cancellation with cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

D. Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this

Agreement.

ARTICLE 25. TERMINATION WITHOUT CAUSE

Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

ARTICLE 26. VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

ARTICLE 27. REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 28. WAIVER

No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

ARTICLE 29. INDEMNIFICATION

A. The Contractor is an independent contractor and not the agent or employee of the County. No liability shall attach to the County for entering into this contract or because of any act or omission of the Contractor except as expressly provided.

B. The Contractor agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold the County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, their agents or employees. The Contractor's duty to defend, indemnify and hold the County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

C. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful

payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

D. Contractor further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify County.

ARTICLE 30. NOTICES

All notices or other communications given hereunder shall be deemed given on: 1) the day such notices or other communications are received when sent by personal delivery; or 2) the third day following the day on which the same have been mailed by first class delivery, postage prepaid

ARTICLE 31. RELATIONSHIP OF THE PARTIES

A. The Parties intend that an independent Contractor relationship will be created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits that the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

B. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 32. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

ARTICLE 33. STATEMENT OF WORK

A. Services: No work will begin until the Contractor receives a fully executed copy of the Agreement by the Parties. Compensation will not include fees or change orders caused by the Contractor's errors or omissions.

ARTICLE 34. SPECIAL FEDERAL, STATE AND LOCAL REQUIREMENTS:

2.4.1. Not Applicable.

ARTICLE 35. ANTI-KICKBACK

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

B. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and then it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 36. SUCCESSORS AND ASSIGNS

A. The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other.

B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 37. CONFLICT OF INTEREST

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

B. The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

ARTICLE 38. ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 39. RECOVERY OF FUNDS

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to Spokane County the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and Spokane County including reasonable attorney fees and or any other collection costs. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the Contractor.

ARTICLE 40. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 41. CONTACT DOCUMENTS

The Contract Documents consist of this Agreement, all conditions of Spokane County Request For Proposal No P12850 and other documents listed below and all modifications and change orders issued subsequent to the execution of this Agreement. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence shall be the order listed below. An enumeration of the contract documents is set forth below:

1. Change orders to the Agreement; and
2. This Agreement; and
3. Addenda; and
4. Request For Proposal number P12850; and

5. The proposal of the Contractor herein dated _____; and

ARTICLE 42. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE 43. SPECIAL PROVISION

The County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

ARTICLE 44. PAYMENT OF TAXES

This Agreement is for the employment of the Contractor as an independent contractor. The Contractor holds itself out as an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

ARTICLE 45. OTHER EMPLOYMENT

This Contract is not an exclusive services Agreement. The Contractor may take on other professional assignments while completing the work set forth herein.

ARTICLE 46. ALL WRITINGS CONTAINED HEREIN

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 shall be deemed to exist or to bind any of the Parties hereto. The Contractor has read and understands all of this Agreement, and now states that no representation, promise, or agreement not expressed in this document has been made to induce the Contractor to execute the same.

ARTICLE 47: EXECUTION AND APPROVAL - The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

ARTICLE 48: COUNTERPARTS - This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

ARTICLE 49: THIRD PARTY BENEFICIARIES - This Agreement is intended for the benefit of the COUNTY and CONTRATOR and not for the benefit of any third parties.

ARTICLE 50: SURVIVAL - Without being exclusive, the Article for Indemnification and the Article for Venue Stipulation of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Articles of this Agreement which, by their sense and context, are intended to survive shall also survive

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

Vendor:

SPOKANE COUNTY:
Central Services

Agreed:

I, the undersigned, certify that: (a) the Scope and Fee of this Agreement are consistent with Spokane County RFQ No. P12850 and (b) the Board of Spokane County Commissioners has approved both the specific project, and the budget and funding, for the Scope and Fee of this Agreement. I certify that I am authorized to authenticate and approve this Agreement pursuant to RCW 42.24.080. Approved.

X

Insert Printed Name

Date

X

(NAME)

Director

Date

As to Process and Form

Reviewed and Approved:

X

Victor Leamer
Senior Buyer

X

Tony Hall
Purchasing Manager

(for Contractor's Signature)

NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that the above _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the Contractor to be the free and voluntary act of Contractor for the uses and purposes mentioned in this instrument.

DATED this ____ day of _____, 2022.

Notary Signature

Notary Public In And For The State Of _____

residing at _____.

My commission expires _____

ATTACHMENT E - INSURANCE REQUIREMENTS

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict the required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance, policy endorsements and bonding is provided to the County of Spokane. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Department with whom the contract is executed. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the Purchasing Department. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is an additional named insured on the Contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Contractor.

The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with each required policy endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the contract is executed. Upon request, the contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

Providing coverage in the listed amounts shall not be construed to relieve the Contractor from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

GENERAL LIABILITY INSURANCE: The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Proof of Additional Insured status shall be submitted in the following ways:

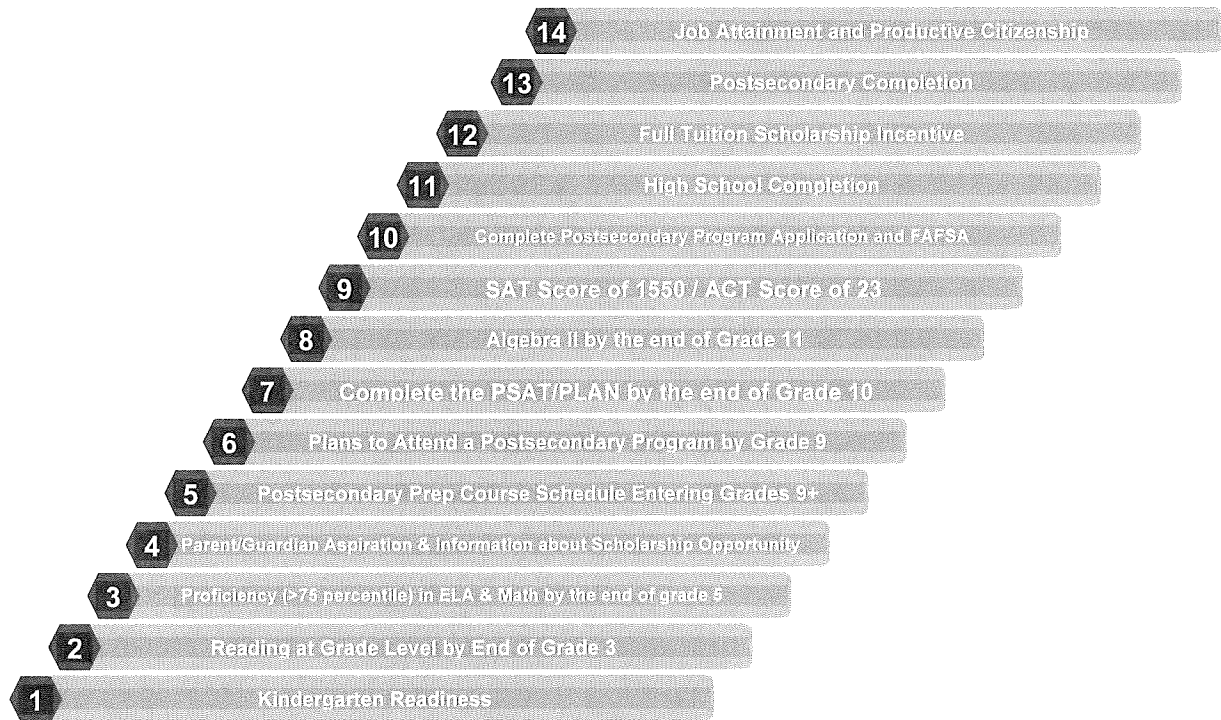
- Forward the insurance policy language that provides "Blanket" additional insured status through contract or to government agencies or,
- A copy of the general liability additional insured endorsement that names "Spokane County, Its Officers, Agents and Employees" as Additional Insured.

PROOF OF BUSINESS AUTOMOBILE INSURANCE: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to Spokane County.

WORKERS COMPENSATION: When the company has employees, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing the Contractor's State Industrial Account Identification Number. Provision of this number will be the Contractor's assurance that coverage is in effect.

ATTACHMENT F — Scope of Work

1. LaunchNW's Scope of Work will include the creation of an asset inventory and asset map, detailing the (1) availability of community-based wraparound services, (2) capacity for existing services to expand/scale, and (3) gaps in service or capacity to address educational disparities in Spokane County. Building on research and exploration already done by Innovia and CCP, current assets will be mapped to determine their impact on student and family resiliency, stability and readiness, using an established educational benchmark pathway, as seen here:



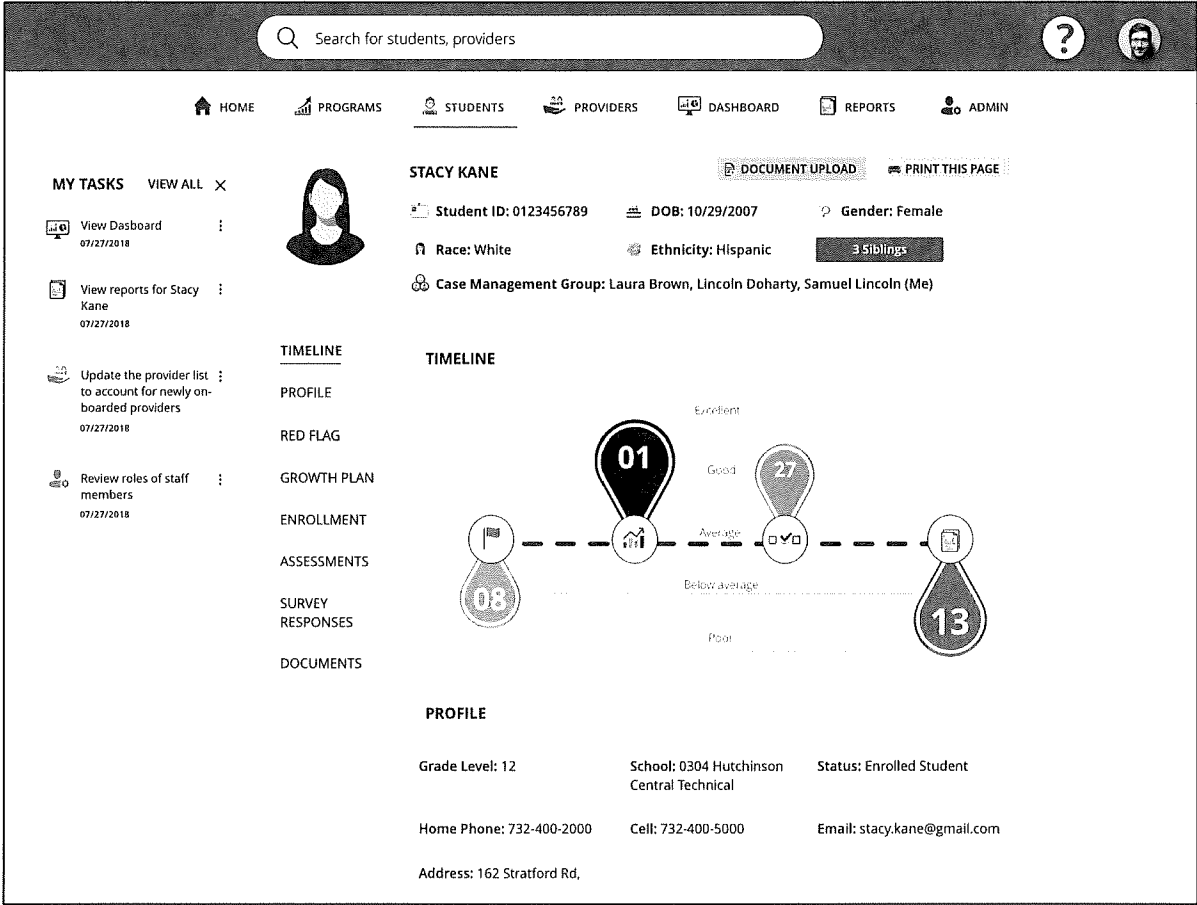
2. This asset inventory process will involve the SCLC engaging with community leaders to create a list of trusted community-based organizations and database of key leaders within those circles, along with trusted voices to provide context for data identifying areas of need. **(Evaluation criteria 3abc)**

Upon identification of gaps in wraparound service expertise or capacity, the SCLC will solicit RFP's as needed and/or develop MOU's for partnership with existing providers, including potential public-private partnerships, to address specific, measurable target outcomes for student achievement. An example MOU has been included in this RFP response as Addenda A.

The Scope of Work will include the deployment of additional support staff in the form of Family Engagement Coordinators, who work holistically with families to navigate systems which are often disjointed and cumbersome. Coordinators meet with families and students in need to determine short- and long-term needs, acting as personal concierges to connect them with available resources. LaunchNW will work with existing partners whenever possible. One local example is Communities in Schools, which has existing infrastructure that could be scaled to support a larger number of children and families. **(Evaluation criteria 3abc)**

The SCLC will also establish a public-facing data dashboard for students and families to access resources and monitor progress. This dashboard will provide robust reporting capabilities for the initiative, documenting performance outcomes for the County, school districts, Title 1 schools and disproportionately impacted communities. These outcomes will directly reflect established outcomes, beginning with kindergarten readiness and finishing with job attainment and productive citizenship. **(Evaluation criteria 4abc)**

The LaunchNW data dashboard will use successful examples from other communities as a template. Example dashboard interfaces include:



(example dashboard interface — examples continued on next page)

Full samples of data reporting via the dashboard are available upon request.

Scope of Work – Sample Scenario #1

Community-based Outcome Goal: Increase the number of children entering kindergarten ready to learn by 5% a year over the next 5 years as measured by the WAKids assessment.

Hypothetical scenario: A single mother lives in Spokane County with her four-year-old son. She is living with family in a one-bedroom apartment. She is looking for housing and a job. Her four-year-old son has been to informal childcare offered by family members.

Response: In this instance, LaunchNW has funded positions called Family Engagement Coordinators (FEC) that work out of neighborhood schools.

- Mom is referred by a local food bank to an FEC for assistance.
- The FEC meets with mom and son to determine needs.
- During the first visit, the FEC delivers high interest children's books and academic games. Before leaving the meeting, FEC works with the parent, providing simple ways for the mom to read with her son and simple, short games.
- A formal needs assessment is completed and a plan of action is enacted.
- **Immediate needs are taken care of:**
 - Food is delivered to the family from the food bank. This food is easy to prepare and supplied based on the food bank's expertise.
 - Clothing and laundry services are provided by the resource center at their neighborhood school.
- **An action plan for this family may also include the following:**
 - Family receives housing from Pope Frances Haven/Catholic Family Charities as soon as an apartment opens.
 - Bus passes for the family are provided.
 - Mom is assigned a mentor from Communities in Schools - Prime Time Mentor Program.
 - An appointment is scheduled at Work Source to help mom "skill up" for available local jobs.
 - Mom is connected and made aware of the services of Vanessa Behan Crisis Nursery. She is given a number to call if transportation is needed in an emergency.
 - Mom attends parenting classes at the Student and Family Engagement Center along with her mentor.
 - Son is enrolled in Central Valley Early Learning Center.
 - Family attends cooking/nutrition lessons at Student and Family Engagement Center sponsored by WSU Food Sense.
 - Childcare services are provided at Student and Family Engagement Center for all programs.
 - The family engagement coordinator helps mom navigate kindergarten registration and connects the family to their attendance area school.
 - Mentor and FEC begin family goal-setting built on mom's hopes and aspirations for her son. The Promise Scholarship is discussed and staff from the College Success Foundation outline how funding for post-secondary education is attainable.
- **Projected results:**
 - Mom and son feel a sense of belonging in the community. Mom is gainfully employed as she has earned Microsoft Suite Accreditation and is working for a local manufacturer. Her son will enter kindergarten on par with his classmates and, although he will continue to need supports, he is off to a strong start. This sense of belonging that is created empowers this family to continue when the going gets rough.
 - There is no doubt that we will experience failures, but as momentum builds, we break generational barriers to successful post-secondary pursuit.

Scope of Work – Sample Scenario #2

Community-based Outcome Goal: Increase the number of graduating seniors entering post-secondary programs in the Fall after graduating by 10% per year over the next 5 years.

Hypothetical scenario: Sarah is a high school junior contemplating her future. She would be the first person ever in her family to attend college. In middle school, a tour of a local hospital shaped her desire to pursue a nursing degree, but the pandemic now has caused her to question that path. Her parents worked before the pandemic, but at its onset, her mother stayed home to care for Sarah's younger siblings because child care was unavailable. Sarah is worried that attending college will put extra stress on her family creating even more uncertainty about the future.

Response: In partnership with the College Success Foundation, GSI and local businesses, LaunchNW has created a community campaign to bring awareness of the importance of completing the Free Application for Federal Student Aid (FAFSA) and Washington Application for State Financial Aid (WASFA) for all students, regardless of post-secondary pathway of choice.

- **Immediate questions are answered and Sarah is supported in exploration of her career goals:**
 - Sarah may not qualify for full Pell Grant status and will need support to cover the full cost. When she meets with her school counselor, they talk about the Promise Scholarship offered by LaunchNW and begin to create a clearer financial plan to pay for college.
 - LaunchNW has provided seed money to bring to scale a program developed locally called Slingshot. Slingshot helps students identify their aspirations and career goals. By taking advantage of this opportunity, Sarah reaffirms her desire to pursue a nursing degree.
 - Later, Sarah attends a site visit hosted by Providence Health & Services and GSI at a local hospital. Sarah learns about opportunities to work as a surgical technician while having college paid. LaunchNW has worked with local school districts to provide transportation grants in an effort to remove transportation as a barrier to attendance.
- **The student is provided a clear path to reach her goals while minimizing financial or familial stress:**
 - Sarah is assigned a LaunchNW Mentor who has volunteered to work with high school seniors as they transition to college or career. They meet monthly during lunch to provide Sarah better perspective and information. Sarah decides to go to community college first.
 - Near the end of her senior year, Sarah is connected with a LaunchNW College Navigator who works with her and her family to plan the transition from high school to college, including registration paperwork preparation and life skill coaching. They schedule another meeting for the first semester of college.
 - Sarah receives a Federal Pell Grant and sizable scholarship from LaunchNW. During her collegiate advancement, LaunchNW monitors her progress through an MOU with the college(s). Sarah is held academically accountable under the terms of her scholarship.
 - Sarah's LaunchNW Mentor continues to meet with her regularly during her first year at college to assist the transition. This continued resource strengthens Sarah's "bridge" during a stressful time, encouraging success.

Projected results:

- Sarah is on track to graduate from community college on time with qualifications to transfer to a four-year university to pursue a nursing degree.
- After transferring to a local university, she continues to have LaunchNW Navigator support in case of unexpected hurdles.
- She feels empowered and supported to reach her goals, even signing up to be a LaunchNW Mentor for upcoming high school students after she graduates and gets her first job, working near her childhood home in Spokane County.

ATTACHMENT G – COST SCHEDULE

The total amount shall be used in the analysis in consideration of the Spokane County ARP Requested amount. The total cost shall include the cost for everything that is necessary to meet the requirements of the County as described in the RFP.

Funding Source	Amount
Spokane County ARP Request	\$5,000,000
Other Public Funds (named and amount) – <i>Must be AT LEAST equal to Spokane County ARP Request*</i>	\$9,530,000
Other Foundation Funds (named and amount) – <i>Must be AT LEAST equal to Spokane County ARP Request</i>	\$5,320,000
Private Funds	\$1,900,000
TOTAL AMOUNT	\$21,750,000

Required Attachment – Financial Proforma/Statements, Annual Budget, Quarterly Actual Balance Sheet to Budget **and** outcome metrics will be requirement for Payment reimbursement. Baseline metrics will be accepted until the completion of Year 1.

Reference: State and Local Fiscal Recovery Funds Program (SLFRF) reporting outcomes

<https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-first-clearinghouse-database>

* Upon contraction finalization, if no funds are allocated from the City of Spokane, Spokane County may choose to direct funding only to areas outside the City of Spokane limits. This follows standards based on TRAP and ERA guidelines.

A proforma budget has been included on the following page.

ATTACHMENT G (continued) - Proforma Budget

[PRIVILEGED AND CONFIDENTIAL]

	Year 0 2022	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026	Year 5 2027	Total	Notes
One Time Revenue								
ARP Spokane County	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000		\$ 5,000,000	Restricted Use to Geographical Boundary. Must be used by end of 2026
ARP City of Spokane	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000		\$ 5,000,000	Restricted Use to Geographical Boundary. Must be used by end of 2026
ARP City of Spokane Valley	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000		\$ 2,000,000	Restricted Use to Geographical Boundary. Must be used by end of 2026
Federal Congressionally Directed Funds	\$ 2,500,000						\$ 2,500,000	Confirmed. One Time Allocation. Designated for rural implementation.
ESSR Spokane Public Schools	\$ 10,000	\$ 10,000	\$ 10,000				\$ 30,000	Restricted Use to Geographical Boundary. Must be used by end of 2024
Other Foundations	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000		\$ 5,000,000	Gates Foundation, Albertsons Foundation, Blue Cross
Private Donors	\$ 100,000						\$ 100,000	Restricted Use to Geographical Boundary (ID)
							\$ 19,630,000	subtotal
Ongoing Revenue								
Other Grants (new or renewed applications)	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 120,000	May have use restrictions
Business Contributions	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,800,000	
Budgeted Operating Reserves	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	Innovia Foundation - over \$500k contributed to date
							\$ 2,120,000	subtotal
							\$ 21,750,000	All Revenue Year 0-5
Expenses								
LaunchNW								
ED, Communications and Direct Admin	\$ 655,000	\$ 1,015,000	\$ 1,375,000	\$ 1,495,000	\$ 1,495,000	\$ 1,495,000	\$ 7,530,000	
Technical	\$ 500,000	\$ 300,000	\$ 300,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,850,000	Scholarship modeling, implementation consulting, data dashboard
Grant Mgt	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 120,000	\$ 120,000	\$ 480,000	
Innovia								
Admin Overhead	\$ 75,000	\$ 75,000	\$ 75,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 585,000	
Community Supports								
Pilot Supports Integration	\$ 250,000	\$ 500,000	\$ 1,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 7,750,000	
	\$ 1,540,000	\$ 1,950,000	\$ 2,810,000	\$ 3,925,000	\$ 3,985,000	\$ 3,985,000	\$ 18,195,000	subtotal
							\$ 3,555,000	NET going into years 6-10

NOTE: \$150 million will be raised separately from private donors, businesses and philanthropy partners for the Promise Scholarship.

ATTACHMENT H – ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane County for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.317 - 200.327:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Termination for cause and for convenience by Spokane County or the Contractor including the manner by which it will be affected and the basis for settlement;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;

- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane County, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane County makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane County and/or U.S. Treasury

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor’s costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 award, the Contractor will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

In the event of the Contractor’s noncompliance or refusal to comply with any applicable law, regulation, executive order,

OMB Circular or policy, Spokane County may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Lauren Autrey
Signature, Administrator, or Applicant Agency

4/20/2022
Date

Lauren Autrey, Chief Financial officer
print name and title

ADDENDA A — Example MOU governance agreement (Say Yes Cleveland)

Innovia Foundation note: This document is an example MOU governance agreement from Say Yes to Education (Cleveland) that would serve as a template for customization by LaunchNW. Upon launch, the SCLC and legal advisors would use reference documents from Say Yes and other similarly-modeled programs in the creation of LaunchNW versions. Some pages (such as signature pages and addenda) have been removed for brevity.

GOVERNANCE AGREEMENT

SAY YES TO EDUCATION CLEVELAND

THIS GOVERNANCE AGREEMENT (this “**Agreement**”), effective as of _____, 2018 (the “**Effective Date**”), is entered into by and among SAY YES TO EDUCATION, INC., a Connecticut non-stock corporation (“**SYTE**”), CLEVELAND MUNICIPAL SCHOOL DISTRICT (“**CMSD**”), THE CITY OF CLEVELAND (the “**City**”), CUYAHOGA COUNTY (the “**County**”), CLEVELAND TEACHERS UNION, LOCAL 279 (the “**Union**”), CLEVELAND COUNCIL OF ADMINISTRATORS AND SUPERVISORS (“**CCAS**”), and the CLEVELAND PUBLIC LIBRARY (the “**CPL**”). SYTE, CMSD, the City, the County, the Union, CCAS and the CPL are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, SYTE is a non-profit organization which, among other things, devotes time, money and resources to increase postsecondary education completion rates for students by addressing the barriers to student success while they are in public schools;

WHEREAS, CMSD, the City, the County, the Union, CCAS, and the CPL (each a “**Cleveland Partner**” and collectively, the “**Cleveland Partners**”) are each dedicated to improving student outcomes in the Cleveland Municipal Schools (“**CMS**”);

WHEREAS, SYTE has already invested significant funds in the CMS community to conduct feasibility studies, created a basic structure, and met with diverse stakeholders from across the community including parents, students, teachers, nonprofits, business leaders, faith leaders, college and university administrators, and local government officials;

WHEREAS, the Parties acknowledge and agree that postsecondary access and success for CMS students is an overarching goal of the Parties;

WHEREAS, the Parties entered into a Memorandum of Understanding (the “**MOU**”) to document their commitment to such a goal and to implement a strategy to ensure the healthy development and long-term success of students in the CMS (the “**Say Yes Cleveland Strategy**” or “**SYCS**”);

WHEREAS, the proper implementation of the SYCS will help revitalize the CMS community, will provide students and families with the resources for pursuing a college education, and may lead to a more educated labor force, incentives for businesses to start or relocate into the community, a stronger tax base, and increased property values; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their understanding of the commitment and cooperation necessary to properly implement the SYCS, including the governance criteria, terms, conditions, rights, powers, duties, and obligations of each Party.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

ARTICLE I INTRODUCTION AND BACKGROUND

Section 1.01 Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the respective meanings set forth in Appendix A hereto.

Section 1.02 SYTE Goals. SYTE is a nonprofit organization founded to increase postsecondary completion rates for students. In order to do this, SYTE galvanizes its partner communities around three main goals: (i) SYTE helps communities build local endowments that provide tuition scholarships so public school graduates can afford and complete a postsecondary education; (ii) SYTE works with the community to build student support resources that help students during each stage of their education in the local school district, including through after-school programs, summer programs, tutoring, legal assistance, health services and other services; and (iii) SYTE works with school leadership to ensure students are on the path to academic success.

Section 1.03 Selection of CMS. Following a national competition, SYTE chose to invest in the CMS community for several reasons, including: the openness of the Cleveland Partners and their local partners to work together; the high percentage of CMS students who are from low-income backgrounds; the steady leadership within CMS; the quality of local colleges and universities; the potential for raising the money needed for the college scholarship endowment that will benefit students for years to come; and the Material Commitments (as defined below in Section 3.01).

Section 1.04 Purpose. The partnership between SYTE and the Cleveland Partners will provide an opportunity for the CMS community to work together to give Cleveland students access to the resources and support necessary for pursuing a college education or postsecondary certificate.

ARTICLE II MANAGEMENT

Section 2.01 Governance.

(a) Principles. In performing its obligations under this Agreement, each Party shall adhere to the governance principles and perform the governance related tasks set forth in this Agreement and in Exhibit A.

(b) Implementation. SYTE and each Cleveland Partner shall use their best efforts to perform certain objectives by certain target dates (“**Target Dates**”) as set forth in Exhibit B (the “**Implementation Rubrics**”).

(c) Timing. SYTE and each Cleveland Partner shall use their best efforts to implement the SYCS according to the schedule (“**Roll-Out Schedule**”) set forth in Exhibit C.

Section 2.02 City Operations Executive Director. The SYCS shall be managed by a local executive operating officer (the “**Operations Executive Director**”) who shall provide leadership to the local management team, including the Operating Committee (as defined below).

(a) Selection. SYTE and the Cleveland Partners shall work together to prepare a list of eligible candidates for consideration to serve as the Operations Executive Director. SYTE shall select the Operations Executive Director from the list of eligible candidates prepared by the Cleveland Partners. The Operations Executive Director shall be employed by SYTE and shall serve until he or she resigns, retires, or is terminated, with or without cause, by SYTE.

(b) Qualifications. [NTD: What criteria must an individual meet in order to serve as the Operations Executive Director? Education, experience etc.]

(c) Salary. SYTE will employ the Operations Executive Director and will be responsible for setting and paying the salary of the Operations Executive Director. In no event shall the salary of the Operations Executive Director be paid from the scholarship fund described in Section 3.04.

(d) Reporting. The Operations Executive Director will provide monthly reports to the Cleveland Partners through the Operating Committee on the status of the SYCS. Such reports shall identify any potential issues with implementing the SYCS.

Section 2.03 Operating Committee. An initial operating committee (the “**Operating Committee**”) shall be established in order to coordinate, manage and evaluate the SYCS and the student support resources.

(a) Members. The Operating Committee shall consist of The Operating Committee shall include a representative from SYTE, each Cleveland Partner, and one member from the CMSD Board of Education (the “**Board of Education**”) who shall be appointed by the chief executive officer of CMSD, and may include one member appointed

by a majority vote of the IHEs (as defined in Section 3.03). If any member of the Operating Committee misses two consecutive meetings, such member may be removed from the Operating Committee upon a majority vote of the other members of the Operating Committee. If a member is removed by the Operating Committee, the party(ies) who appointed such member may appoint a new representative to the Operating Committee.

(b) Meetings.

(i) Number. For the first year of this Agreement, the Operating Committee shall meet at least twice a month to discuss coordination of the SYCS and evaluation components. Additional meetings may be held, as needed, upon the request of the Operating Committee. After the first year anniversary of this Agreement or upon a majority vote of the members of the Operating Committee, the Operating Committee may meet every three weeks or as determine dby the body.

(ii) Place. Meetings may be held at such times and at such places as may be determined by the members of the Operating Committee or the chief executive officer of CMSD. Meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a member in a meeting pursuant to electronic means shall constitute presence in person at such meeting.

(c) Powers.

(i) The Operating Committee shall have the authority to take the following actions:

(A) discuss and resolve any problems that require coordination of efforts;

(B) provide leadership to subgroups of experts on the development and implementation of each component piece of the SYCS;

(C) create task forces to complete tasks as assigned and delegated by the Operating Committee (the “**Task Forces**”); and

(D) review and approve the proposed budgets¹ as set forth by category and as such budgets include funding from SYTE, the Cleveland Partners and any other contributing local partner; provided, however, the Operating Committee does not have the right to review any budget on a line item basis or based on which party contributed any specific funds.

¹ Note to draft: What entity prepares the budget?

(ii) The Operating Committee must approve, by consensus of the members present at such meeting, the following actions:²

- (A) SYTE communication activities,
- (B) policy initiatives, and
- (C) local economic development activities.

(d) Task Forces. The Operating Committee may establish Task Forces to develop and make recommendations to the Operating Committee on certain issues; provided, however, that a Task Force may not implement any program or strategy without the approval of the Operating Committee. Each Task Force must include at least one member of the Operating Committee and may include other representatives from the community. Actions for which the Operating Committee may establish a Task Force include, but are not limited to:

(i) developing strategies for building relationships with foundations, individuals, corporations and business supported membership organizations to increase financial support for the SYCS;

(ii) establishing postsecondary supports, such as SYTE Compact Institutions (as defined in Exhibit A), procedures, preparatory programming, application and financial aid processes, building capacity of guidance counselors, and increasing student retention in postsecondary education;

(iii) creating a public-private network of legal support services for the CMS students and their families;

(iv) creating public-private relationships to provide quality and efficient services for meeting the physical and mental health needs of CMS students;

(v) developing a comprehensive communications and engagement campaign to increase understanding of and commitment to the SYCS;

(vi) creating a strategy for engaging parents and caregivers in supporting children's education and participation in the SYCS from pre-kindergarten through grade twelve; and

(vii) developing and implementing quality summer and after-school and community programs.

² Note to draft: The Governance Agreement should provide detail about all actions which must be approved by the Operating Committee. The list is subject to CMSD's review and comment.

Section 2.04 Community Leadership Council. A community leadership council (the “**Community Leadership Council**”) shall be established in order to report, share, review and monitor the progress of the SYCS.

(a) Members. The members of the Community Leadership Council shall include elected officials (cities, county, school district), business leaders, educators, parents, school district officials, community leaders and faith leaders, but shall not consist of more than twenty members.

(b) Chair. Each meeting of the Community Leadership Council shall be chaired by either the Cuyahoga County Executive, the Mayor of the City of Cleveland, the chief executive officer of the CMSD, the chair of the Scholarship Board (as defined below), the Chair of the Board of Education, on a rotating basis.

(c) Meetings. The Community Leadership Council shall meet in person once a fiscal quarter in a public forum. [NTD: What role and involvement may the general public have at such meetings? Is the public allowed to ask questions or will data simply be presented? Should the Governance Agreement set forth any procedures for the CLC meetings?]

(d) Information. [NTD: What information will the CLC receive to review at the meeting? How far in advance will such information be provided? Who will prepare the data?]

ARTICLE III PROGRAMMING AND OPERATIONAL SUPPORT

Section 3.01 Material Commitments. The Parties acknowledge and agree that certain material commitments are required by the Parties for the SYCS to be implemented successfully (the “**Material Commitments**”), and were a material factor in SYTE’s selection of CMS. The Parties agree that the Material Commitments are as follows:

(a) Each Cleveland Partner shall:

(i) enter into a separate memorandum of understanding with SYTE regarding the provisions of any specific support services that such Cleveland Partner will provide for the implementation of the SYCS; provided; however, that such memorandum of understanding must be reviewed and approved by the Operating Committee prior to execution;

(ii) work together to successfully implement a system developed by SYTE to manage and enrich the services provided to students by compiling a database of services and outcomes for each student (the “**Postsecondary Planning System**” or “**PPS**”);

(iii) provide and support transparent data-driven decision-making, in implementing the PPS;

(iv) develop a comprehensive plan with SYTE and community partners, which includes: (1) a postsecondary orientation for all students, (2) reorienting guidance counselor roles to support postsecondary and career success for all students, (3) adopting “early college” readiness programs and rigorous curricula (e.g. IB) to prepare graduates for success in postsecondary education, (4) creating linkages between academic courses and real-world career exposure, (5) developing vertical alignment between middle and high school curricula, (6) developing postsecondary and career support centers at high schools, and (7) creating high expectations for postsecondary and career success from pre-kindergarten through grade twelve (a “**Pathway**”). Such Pathways shall be consistent with those established by the State of Ohio;

(v) commit to the SYTE postsecondary education Pathway;

(vi) support and actively participate in cross-sector and cross-government collaboration;

(vii) provide transparent, sustainable, and collaborative fiscal planning;

(viii) provide full participation on the Operating Committee by each Parties’ applicable representative(s);

(ix) provide leadership to the Community Leadership Council;

(x) work to strategically allocate resources to fully implement the needed academic and non-academic services necessary for students to be postsecondary ready;

(xi) to the extent permitted by law, share data required to inform programming, document progress, administer scholarships, and evaluate the impact of the overall strategy; and

(xii) collaborate with SYTE to implement the SYCS, and use reasonable efforts to complete the applicable tasks contained in the Implementation Rubrics set forth in **Exhibit B**, as may be amended and/or modified by the Parties and the Operating Committee.

(b) SYTE shall:

(i) review, on a routine basis, current programs in use in CMS and provide information from the research literature to the CMS administrators, school principals, and school leadership teams to guide program selection and implementation; provided, however, the implementation of any changes to the curriculum in CMS shall be approved by the Board of Education. The Board of Education will review and consider any recommendations made by SYTE regarding changes in curriculum, however, the Board of Education is under no obligation to implement any such changes and the Board of Education’s decision

not to implement a recommendation shall not provide SYTE with any right to terminate this Agreement; and

(ii) coordinate and support the development and completion of a yearly independent evaluation study of the quality of implementation of the SYCS to assess progress in achieving implementation goals and to provide contextual data for the interpretation of findings from the outcome evaluation.

Section 3.02 Additional Agreements. In addition to the Material Commitments, the Parties agree to commit to the following:

(a) CMSD shall be responsible for implementing the programs, at both the district-wide and school levels, as phased-in in accordance with the Roll-Out Schedule; with particular focus on building the capacity of CMS administrators, teachers, and central office leadership.

(b) SYTE and the Cleveland Partners agree to work together to provide all students with access to CMS personnel designated as “**Family Support Specialists**” consistent with the Roll-Out Schedule. Family Support Specialists shall be based in schools, with responsibilities including:

(i) carrying out case management activities directly aligned with the SYCS (home visits, legal referrals, connecting with community based services);

(ii) coordinating with school-based teams, including other SYTE staff, administrators, teachers, school support staff and other social workers; and

(iii) collaboration with SYTE, to educate themselves and incorporate strategies to address the impact that certain factors, particularly race and poverty, have on student academic achievement.

(c) SYTE shall work with the Cleveland Partners to:

(i) implement and manage the SYTE Compact Institutions, including identification of member institutions and ongoing communication regarding applicants and tuition;

(ii) design and implement a student mentoring and apprenticeship program for secondary students;

(iii) design and implement a student mentoring and apprenticeship program for secondary students, and support the design of a secondary school model that provides:

(A) a site-based school improvement process linked to defined goals, gap analyses, formative evaluation, and accountability; and

(B) multiple, rigorous Pathways for all students to college and/or careers;

(iv) identify community-based organizations (“CBOs”) interested in and having the potential to support the implementation of the SYCS;

(v) develop a strategy for engaging CBOs in supporting children’s education and development in the SYCS from pre-kindergarten through grade twelve;

(vi) develop a process for utilizing external third-party due diligence reviews on potential partners; and

(vii) work with technical assistance providers and other stakeholders, as appropriate, to nurture and develop the capacity of these agencies.

Section 3.03 Institutions of Higher Education. SYTE and the Cleveland Partners will identify institutions of higher education (each an “IHE” and collectively the “IHEs”) for participation in the SYCS. To be eligible to participate in the SYCS an IHE must commit to provide [NTD: **What commitments must an IHE make to be included in the program? What other criteria must an IHE meet?**]. Once selected to participate, an IHE will work with SYTE and the Cleveland Partners to roll out academic and non academic support for students.

Section 3.04 Funding.

(a) Start-up funds. SYTE will provide up to \$support during the Term of this Agreement (the “**Start-up Funds**”). The Start-up Funds may not be used for scholarships. The Start-up Funds will be used to develop, implement, and make sustainable the SYCS, including development of: (1) a process for developing and implementing effective quality academic, social-emotional, and health support program options; and (2) a portfolio of higher education options for CMS graduates. SYTE shall provide the Start-up Funds in accordance with the Roll-Out Schedule and shall make any payments directly to third-party service providers. No Cleveland Partner shall have any responsibility to reimburse SYTE for any Start-up Funds.

(b) Scholarship fund. A 501(c)(3) will be formed for the purpose of receiving, holding and managing the scholarship fund in cooperation with the Cleveland Foundation. [NTD: **This provision to be revised upon review of the 501(c)(3) documentation.**]

Section 3.05 Scholarship Board. The 501(c)(3) will establish a scholarship board (the “**Scholarship Board**”) to set forth the eligibility requirements for scholarships and to oversee the distribution of scholarships. The Scholarship Board shall consist of [•] members. The members of the Scholarship Board shall be local business and community leaders. The Scholarship Board will have the authority to increase the eligibility requirements for scholarships and to establish any limits on the amount and type of scholarships to be granted, provided, however, the Scholarship

Board must address equity in the disbursement of scholarships and in no event may the Scholarship Board remove the following eligibility requirements³:

- (a) a student must reside in CMSD for a minimum of [three] years;
- (b) the household income of a student's primary residence shall not exceed \$[•];
- (c) a student must complete [NTD: Will there be certain programs or activities in which a student must participate in order to be eligible for a scholarship?]

Section 3.06 Financial Benchmarks.

- (a) Within [•] months of this Agreement, SYTE and the Cleveland Partners shall develop a six-year fiscal pro forma for the academic, social-emotional and health components of the SYCS that shall not depend on additional financial commitments from any Cleveland Partner.
- (b) CMSD, the county and the city shall have prepared a third-party fiscal value chain analysis of budget and resource usage to inform the work of the Cleveland Partners and identify potential resources to redirect and support the SYCS.
- (c) The Operating Committee shall ensure that all proposals for funding, including additional funding, which relate to the SYCS are reviewed by the Cleveland Partners for consistency with and support of the SYCS implementation.

ARTICLE IV INDEMNIFICATION AND DISPUTE RESOLUTION

Section 4.01 Indemnification. To the extent permitted by applicable law, each Party shall indemnify the other Parties against any liability, cost, charge, or expense associated or incurred by a Party in connection with the implementation, organization, and management of the SYCS.

Section 4.02 Dispute Resolution.

- (a) This Agreement is made on the basis of mutual confidence, and it is understood that the differences, if any, during the Term of this Agreement should freely be discussed between the Parties. The Parties shall initially attempt in good faith to resolve any significant controversy, claim, or dispute arising out of or relating to this Agreement, or its interpretation, performance, nonperformance or any breach of any respective obligations hereunder (collectively, a “**Dispute**”) through negotiations between executives of SYTE and the Cleveland Partners. If the Dispute is not resolved pursuant to this Section 4.02 within thirty (30) days (or such other period of time agreed upon by the Parties) from

³ Note to draft: The list of mandatory eligibility requirements is non-exhaustive and subject to CMSD's review and comment.

the date of notice of a Dispute, then the Parties agree to resolve any such Dispute through the dispute resolution procedures set forth in Section 4.02(b).

(b) If the respective representatives of the Parties are unable to settle the Dispute after good faith negotiations as set forth in Section 4.02(a), then any Party may bring the Dispute to the Operating Committee by written notice to the other Parties, and thereafter, the Dispute shall be resolved by a majority vote of the Operating Committee. Notwithstanding anything contained in this Section 4.02 to the contrary, in the event a Dispute originates or is commenced by a party or authority other than SYTE or the Cleveland Partners, any response, cross-claim or counter-claim relating to such proceeding may be brought in the forum and jurisdiction where the claim originated, without resort to the remedies listed in this Section 4.02.

(c) Nothing in this Section shall be construed as limiting in any way the right of a Party to seek injunctive or other equitable relief from a court of competent jurisdiction with respect to any actual or threatened breach of this Agreement.

ARTICLE V TERM AND TERMINATION

Section 5.01 Term. The term of this Agreement shall commence on the Effective Date and continue in effect until terminated pursuant to Section 5.02 (the “**Term**”).

Section 5.02 Termination.

(a) By Mutual Agreement. This Agreement may be terminated at anytime upon the mutual agreement of SYTE and at least four of the Cleveland Partners.

(b) Upon Default. Each Party acknowledges that the Material Commitments were a key factor in each Party’s execution of this agreement. If SYTE fails to complete its Material Commitments and does not cure its breach within sixty (60) days of receiving notice of the breach from any Cleveland Partner, the Cleveland Partners may, upon a majority vote, determine to terminate this agreement. If any single Cleveland Partner fails to complete a Material Commitment: (i) SYTE shall give each Cleveland Partner written notice of such failure; (ii) the Parties shall work together in good faith for sixty (60) days to cure such failure (the “**Cure Period**”); and (iii) if at the end of the Cure Period, such failure is not cured and the Parties do not come to an agreement to extend the Cure Period, SYTE may terminate this Agreement and its participation in the SYCS with no further obligation to the Cleveland Partners. Any Cleveland Partner may cure a breach of another Cleveland Partner by performing such breaching Cleveland Partner’s commitment under this Agreement. In such an event, the non-breaching Cleveland Partners may determine, by a majority vote of the non-breaching Cleveland Partners, to remove the breaching Cleveland Partner as a Party to this Agreement. SYTE shall consent to any such removal.

ARTICLE VI MISCELLANEOUS

Section 6.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 6.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Party hereby agrees, at the request of another Party, to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 6.03 Confidentiality. During the term of this Agreement and for a period ending five (5) years after expiration or termination of this Agreement, each Cleveland Partner and SYTE each shall keep in confidence, using at least reasonable care, and not disclose to any third party or use for any purpose except to perform its obligations, to enforce its rights and/or to receive its intended benefits under this Agreement, any and all written or oral confidential or proprietary information of the other Party or of any subsidiary of the other Party disclosed in connection with or in anticipation of this Agreement (“**Confidential Information**”). Additionally, the Parties agree to comply with the provisions of the Family Educational Rights and Privacy Act of 1974, as amended, (and other privacy laws, such as state privacy laws and HIPAA), in order to protect applicable Confidential Information. The foregoing use and confidentiality restrictions shall not apply to: (a) information that is or becomes publicly available through no fault of the receiving Party; (b) information that is obtained lawfully from a third party not bound to obligations of secrecy to the disclosing Party; (c) information that is developed by or for the receiving Party independent of and without reliance on Confidential Information; and (d) information within the receiving Party’s possession prior to the Effective Date of this Agreement that was not received under an obligation to keep the same confidential.

Section 6.04 Notices. All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or on the date of receipt or refusal indicated on the return if delivered or mailed (registered or certified mail postage prepaid, return receipt requested) as follows:

[Innovia removed for brevity]

or to such other address as the Party to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

Section 6.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 6.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 6.07 Entire Agreement. This Agreement, together with all related Exhibits and Appendices, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, records, representations, and warranties, both written and oral, whether express or implied, with respect to such subject matter.

Section 6.08 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by any Party except with the written consent of the other Parties and any assignment in violation of this Agreement shall be null and void.

Section 6.09 No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

Section 6.10 Amendment. Except as otherwise provided by this Agreement, no provision of this Agreement may be amended or modified except by an instrument in writing executed by each Party. Any such written amendment or modification will be binding upon the Parties.

Section 6.11 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio.

Section 6.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SIGNATURE PAGE FOLLOWS – *Innovia removed for brevity*

ADDENDA B — Personnel Resumes

Benjamin C. Small

1815 S Incline Drive Spokane Valley WA 99016 509.688.4975 bcsmall64@gmail.com
Central Valley School District 2218 N Molter Rd Liberty Lake WA 99019
509.558.5404 bsmall@cvsd.org www.cvsd.org

SUPERINTENDENT OF SCHOOLS

Central Valley School District 2008-current

Columbia School District 2003-2008

Over 18 years of experience driving **strategic vision** in school systems through leading and managing operations for pre-K-12 school districts. Currently leading pre-K-12th grade school system of nearly 14,000 students and over 2,100 employees in 29 schools and learning centers over an 80-square mile district.

COMMUNITY RECOGNITION

Harry E. Nelson – Citizen of the Year 2019
Student Achievement Leadership Award 2014

Greater Spokane Valley Chamber of Commerce
Washington Association of School Administrators

KEY ACHIEVEMENTS

Improved Graduation Rates and Assessment Results
Created and Founded Partners Advancing Character Education (PACE)
Led Successful Bond Campaigns in 2015 (64.84 % approval) and 2018 (70.28 % approval)
Initiated, Designed, Funded, and Opened Spokane Valley Tech and STEM Academy
Added Third Comprehensive High School to School District
Led and Managed the Completion of over \$375 Million in Construction projects Over a 6 Year Period
Student and Family Engagement Center Opened 2021

PROFESSIONAL EXPERIENCE

Central Valley School District, Spokane Valley, WA	2008 - Current
<i>Superintendent of Schools</i>	
Columbia School District, Burbank, WA	
<i>Superintendent of Schools</i>	2003 - 2008
<i>Executive Director for Teaching and Learning</i>	2002 - 2003
<i>Columbia Middle School Principal</i>	1996 - 2003
Walla Walla School District, Walla Walla, WA	1990 - 1996
<i>Garrison Middle School Teacher</i>	

EDUCATION

Superintendent Certification, Washington State University, 2004
Master of Education, Eastern Washington University, 1996
Bachelor of Arts, Eastern Washington University, 1990
Associate of Arts, Spokane Falls Community College, 1988



Shelly O'Quinn

CEO

soquinn@innovia.org

509-999-9936

SUMMARY

Accomplished, inspiring and strategic leader with an intellectual curiosity, an exceptional degree of interpersonal effectiveness, and experience leading complex organizations.

HIGHLIGHTS

- Strategic Leadership and Team Management, with proven ability to build strong, respectful and productive relationships
- Highly networked, with a demonstrated record of success initiating and fostering strategic partnerships
- Passion for serving the community, with the ability to assess challenges of a changing world and, in partnership with others across diverse groups, work to build strong and vibrant communities where every person thrives
- Clear, articulate and persuasive communication skills, both orally and in writing
- Unquestionable personal and professional integrity, and commitment to ethical standards
- Strong desire to explore new ideas and innovative approaches to solving problems

EDUCATION

- Whitworth University, Spokane, Washington / September 1993 – May 1997
Bachelors of Science
- Middlebury Institute of International Studies / June 2000 – August 2001
Masters of Business Administration

EXPERIENCE

Innovia Foundation

CEO / June 2017 – Present

Spokane County

County Commissioner / January 2013 – July 2017

Greater Spokane Incorporated

Director of Education and Workforce Development / January 2008 – December 2012

Innovia Foundation

Senior Program Officer / January 2007 – January 2008

CURRENT PROFESSIONAL AND COMMUNITY INVOLVEMENT

- **Premiera Blue Cross HMO** – Director / February 2022 – present
- **Whitworth University** – Board of Trustees / 3 years
- **Greater Spokane Incorporated** – Board of Trustees / 5 years
- **Boy Scouts of America, Inland Northwest Chapter** – Executive Committee / 4 years



Aaron McMurray, PhD

Chief Strategy Officer

amcmurray@innovia.org

509-624-2606

SUMMARY

Experienced philanthropy leader committed to positive impact, equity and inclusion, and systemic change that benefits our communities for generations to come.

HIGHLIGHTS

- Executive Level Organizational Leadership
- Strategic and long-range planning
- Non-profit and Higher education fundraising and advancement strategies
- Team Building, Hiring, and Staff Supervision
- Event planning and public speaking
- Servant leadership and collaborative approach
- Community engagement and leadership development
- Rapport with diverse and under-served populations
- Gift Planning and Fundraising of Complex and Appreciated Assets

EDUCATION

- Gonzaga University, Spokane, Washington / 2000-2010
PhD, Leadership Studies
- Gonzaga University, Spokane, Washington / 1998-2000
Masters of Arts, Organizational Leadership
- Whitworth University, Spokane, Washington / 1991-1995
Bachelors of Arts, History

EXPERIENCE

Innovia Foundation

Chief Strategy Officer / 2018-Present

Gonzaga University, School of Leadership Studies

Adjunct Faculty / 2007-Present

Ruffalo Noel Levitz

Vice President & Consultant, Fundraising Management / 2016-2018

Warner Pacific University

Vice President, Institutional Advancement and External Relations / 2013-2016

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- **Camp Spalding Board of Directors / 2019-present**
- **Branches Board of Directors / 2017-2020**
- **End the Violence Strategic Planning Committee / 2020-2021**
- **Expo '74 50-Year Anniversary Planning Committee / 2021-present**



Lauren K. Autrey

Chief Financial Officer

lautrey@innovia.org

509-624-2606

SUMMARY

Experienced financial accountant with passion to create a lasting impact in our region.

HIGHLIGHTS

- Leadership & Team Management
- Attention to detail
- Goal setting
- Efficiency focused
- Mission alignment
- Functionally independent
- Growth Mindset
- Time Management

EDUCATION

- George Fox University / 1994 - 1998
Bachelor of Arts, Business Management

EXPERIENCE

Innovia Foundation

Chief Financial Officer / 2019 - Present

Innovia Foundation

Controller / 2017 - 2019

HMA CPA, PS

Senior Manager / 2014 – 2017

HMA CPA, PS

Staff Accountant / 2001- 2014



International Studies Schools Network

Gene Chasin

President

genechasin@communitycatalystpartners.org

917-558-0676

SUMMARY

Career educator and leader with history of scaling, structuring and positioning education-based nonprofit organizations for growth and success.

EDUCATION

- University of San Francisco, San Francisco, Calif.
Master of Education, Educational Administration
- California Polytechnic State University, San Luis Obispo, Calif.
Bachelors of Arts, Education

EXPERIENCE

Community Catalyst Partners

President and CEO / 2020-Present

Say Yes to Education, Inc.

President / 2017-2020

Chief Operating Officer / 2008-2020



International Studies Schools Network

Donnie Turlington

Vice President

dturlington@communitycatalystpartners.org

336-991-7711

SUMMARY

Seasoned PR and communications professional with 20-plus years experience. Led communications and marketing for North Carolina's third-largest city, led national communications for nationwide nonprofit and have enjoyed success in agency and higher education/athletics arenas.

EDUCATION

- Campbell University, Buies Creek, N.C. / 1994-1998
Bachelor of Arts, Mass Communications and Public Relations

EXPERIENCE

Community Catalyst Partners

Vice President and COO / 2021-Present

Bullitt PR (Guilford County, NC)

Freelance Consultant / 2020-2021

Say Yes to Education, Inc.

National Communications Director / 2018-2020

Say Yes Guilford

Director of Communications / 2016-2018

City of Greensboro (N.C.)

Director of Communications and Marketing / 2010-2016



Brian Cobb

Marketing and Communications Manager

bcobb@innovia.org

509-624-2606

SUMMARY

Experienced communications and marketing professional, strategic planner, collaborator, critical thinker, creative leader and problem solver passionate about education and community improvement.

HIGHLIGHTS

- Copywriting & editing
- Graphic design
- Brand management
- Live event management
- Comprehensive strategic planning
- Content creation and ideation
- Media relations
- Digital marketing and social media
- Crisis communications
- Stakeholder collaboration

EDUCATION

- Seattle University, Seattle, Washington / 2010-2012
Master of Arts, Sport Administration and Leadership
- Washington State University, Pullman, Washington / 2006-2010
Bachelor of Arts, Political Science

EXPERIENCE

Innovia Foundation

Communications and Marketing Manager / 2022-Present

Spokane Chiefs Hockey Club (WHL)

Vice President, Marketing and Communications / 2021-2022

Director of Public Relations / 2013-2021

Seattle Thunderbirds Hockey Club (WHL)

Marketing and Public Relations Intern / 2010-2011

KEVIN BLOCKER
kevinmichaelblocker@gmail.com
(509) 995-5414

SUMMARY

An extensive interviewing and reporting background combined with strong verbal skills has produced a successful career that has included marketing, media, public relations, and social services.

Innovia Foundation

March 2022 – Present: Marketing & Communications Manager

Hired to assist this regional foundation promote the importance of donor giving to help enhance and improve the quality of life for current and future generations in communities in each of the 10 counties Innovia serves in Eastern Washington and North Idaho. Duties include interviewing and writing announcements, donor profile stories, and press releases for distribution at www.innovia.org/news.

Excelsior Wellness

October 2021 – March 2022: Communications Manager

Worked for this nonprofit healthcare organization which operates to provide services to underserved individuals and families to gain access to medical coverage. Charged with producing impactful content among senior medical staff with the aim of boosting morale amid COVID-19 as the company attempted to stem a high turnover rate due to the pandemic. Duties involved interviewing staff and writing content to the Excelsior Wellness LinkedIn page.

Journal of Business

April 2015 - April 2018; August 2019 – September 2021: Editor, photographer, reporter

Served as a general assignment reporter, photographer and editor for Spokane's premier biweekly, business newspaper. A dynamic time in the business community has produced stories ranging from startup tech companies to large business relocations. The return to the paper for a second stint has been punctuated by extensive coverage of the effects on the business community because of the COVID-19 pandemic. Despite the upheaval and resulting business losses due to the coronavirus, many sectors of the economy experienced significant growth resulting in continued expansion. Experience conducting in-person, on-phone, and virtual interviews.

Banner Bank

May 2018 - July 2019: Communications Specialist

Worked as Banner's internal communications reporter and copy editor. Interviewed commercial and retail bankers for stories about the bank's vast suite of products, its financial performance, and Banner's community-related events schedule across four western U.S. states. Generated press releases for new hires that held client-facing positions.

Associated Press

August 2015 - Present: Correspondent, editor & writer

The college sports desk provides game story coverage for CBS Sports and ESPN during college football and basketball season. I write game stories using online statistics and social media content posted by the teams competing against each other. The college desk increased remote sports coverage to include Major League Soccer and the Women's National Basketball Association due to COVID-19.

People to People

September 2012 - June 2014: Writer

A student-based travel company, I wrote and posted content online about the company's educational programs and its more than 500,000 alumni. People to People published a quarterly online magazine and annual report. Wrote scripts for videography projects posted to social media channels.



Amy C Voeller

North Idaho Regional Engagement Manager

avoeller@innovia.org

509-624-2606

SUMMARY

Experienced relationship manager with a positive can-do attitude, creative thinker, master collaborator, people connector, efficiency creator, and passionate about excellence in public schools.

HIGHLIGHTS

- Leadership & Team Management
- Relational Skills
- Collaborative Disposition
- Networker
- Goal Setting
- Interpersonal Communication
- Rapport with Diverse Populations
- Functionally Independent
- Growth Mindset
- Time Management

EDUCATION

- University of Idaho, Coeur d'Alene, Idaho / 1997-2000
Masters of Education, Counseling and Human Services
- University of California, San Diego, California / 1992-1996
Bachelors of Arts, Sociology with a Specialization in Regional Studies

LICENSURE / CERTIFICATION

- Licensed Professional Counselor, State of Idaho / 2001-2019
- Certified Positive Discipline Classroom Educator / 2018

EXPERIENCE

Innovia Foundation

North Idaho Regional Engagement Manager / 2020-Present

Innovia Foundation

Opening Books, Opening Doors Program Manager / 2019-2020

Voeller Enterprises / Journal Graphics

Independent Contractor, Consultant, and Advisor / 2002-2019

PROFESSIONAL AND COMMUNITY INVOLVEMENT

- **Coeur d'Alene Chamber Education Committee and Nonprofit Committee / 2019-present**
- **United Way of North Idaho Education Impact Council / 2020-present**
- **Safe Passage Board of Directors / 2020-present**
- **Coeur d'Alene Rotary Club / 2020-present**
- **Coeur d'Alene Chamber Leadership Class of 2019**
- **President of Coeur d'Alene Education Partnership / 2001-2019**
- **School Levy and Bond Advocacy Campaign / 2017 & 2019**



Jeff Lenberger

Controller

jlenberger@innovia.org

509-624-2606

SUMMARY

Accountant/Auditor with 14 years of experience primarily in not-for-profit organizations, specifically Single Audit/Uniform Guidance, Low Income Housing Tax Credits, and HUD.

EDUCATION

- **Eastern Washington University**, Spokane, WA, August 2010: Master of Business Administration,
- **University of Kentucky**, Lexington, KY, May 1999: B.S. in Accounting
- **Community College of the Air Force**, Fairchild AFB, WA April 2004 Associates in Survival Instruction

EXPERIENCE

Innovia Foundation

Controller / May 2022 - Present

Schoedel & Schoedel CPAs, PLLC

Senior Auditor / September 2015- April 2022

Moss Adams, LLP

Senior Auditor / January - December 2012

Fruci & Associates PS

Staff Accountant-Senior Auditor / October 2008 - December 2011

Humana, Inc.

Internal Auditor / April - October 2006

Ernst & Young, LLP

Staff Accountant, Atlanta, Georgia / June 1999 - April 2001

Staff Accountant, Louisville, Kentucky / May 2005 - April 2006



Kathy Johnson

Executive Assistant

kjohnson@innovia.org

509-624-2606

SUMMARY

Creative, detail-oriented, articulate and highly skilled professional with 40+ years of experience in all aspects of administrative and executive organizational duties.

HIGHLIGHTS

- Superb copywriting and editing skills
- Keen attention to detail
- Ability to work independently, or as a member of a unified team
- Proficient in MS Word, Outlook and Excel
- Great verbal and written communication skills
- Strong data entry skills, with focus on accuracy
- Ability to multi-task, prioritize tasks and adapt to change
- Strict adherence to professional discretion and trustworthy with confidential information
- Well-developed organizational skills

EDUCATION

- Flathead County High School, Kalispell, MT / graduated 1972
- University of Montana, Missoula, MT / attended 1972-1973

EXPERIENCE

Innovia Foundation

Executive Assistant / 2007-Present

Spokane Home Builders Association

Events Coordinator / 1994 – 2006

Previous experience also includes 11 years as City Clerk of the City of Polson, Montana.

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

12. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided 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.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

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

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

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

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. 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 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.
- 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 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 of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. 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, United States Code. 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.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity 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).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

11/28/2022

Date Rec'd

11/16/2022

Clerk's File #

OPR 2022-0871

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TAYLOR 6193

Contact E-Mail

TBERBERICH@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0650 -MFTE CONDITIONAL AGREEMENT - VETS ON LACEY

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Spokane Housing Ventures for the future construction of approximately 10 units, at Parcel Number(s) 36331.0132 and 36331.0134, commonly known as 6208 N Lacey St.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and located in a previously adopted Residential Target Areas identified in SMC 08.15.030

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Experience

Division Director

BLACK, TIRRELL

Council Sponsor

CMs Cathcart and Bingle

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

HARRINGTON,

smacdonald@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

Applicant: Dave Roberts

tstripes@spokanecity.org

jchurchill@spokanecity.org,

tberberich@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Conditional Agreement will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – November 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, Kinnear & Wilkerson, Stratton & Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Two (2) Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that both of the Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, Vets on Lacey and the Apartments on North Foothills intend to finalize as 12-yr exemptions -- meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the two (2) MFTE Conditional Agreement(s) for:</p> <p>District 1 CM Sponsors: Cathcart & Bingle</p> <p>Vets on Lacey at the 11/28/2022, City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for 10 units at 6208 N Lacey St. <ul style="list-style-type: none"> Property is zoned RTF and the proposed use is allowed. Estimated Construction Costs of all phases: \$3,380,000 Located in the Hillyard neighborhood. <p>Apartments on North Foothills at the 11/28/2022 City Council Meeting.</p> <ul style="list-style-type: none"> Project Details: The applicant applied for a Conditional MFTE Agreement for 36 units at 1651 E North Foothills Drive <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs of all phases: \$6,500,000

	<ul style="list-style-type: none"> ○ Located in the Logan neighborhood.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <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? SMC 08.15 Multi- Family Housing Property Tax Exemption A. The purposes of this chapter are to: <ol style="list-style-type: none"> 1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City; 2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing; 3. increase the supply of mixed-income multifamily housing opportunities within the City; 4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans; 5. promote community development, neighborhood revitalization, and availability of affordable housing; 6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and 7. encourage additional housing in areas that are consistent with planning for public transit systems. 	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? RCW <u>84.14.100</u> Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (<i>Expires January 1, 2058.</i>) (1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW <u>84.14.021</u> , must file	

with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

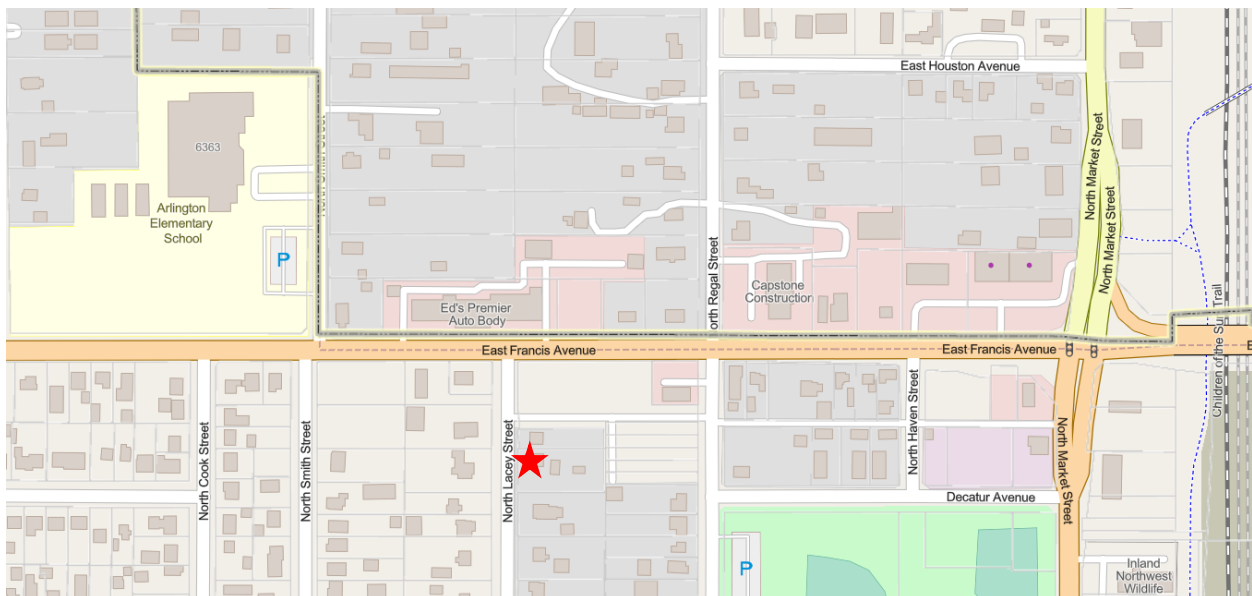
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

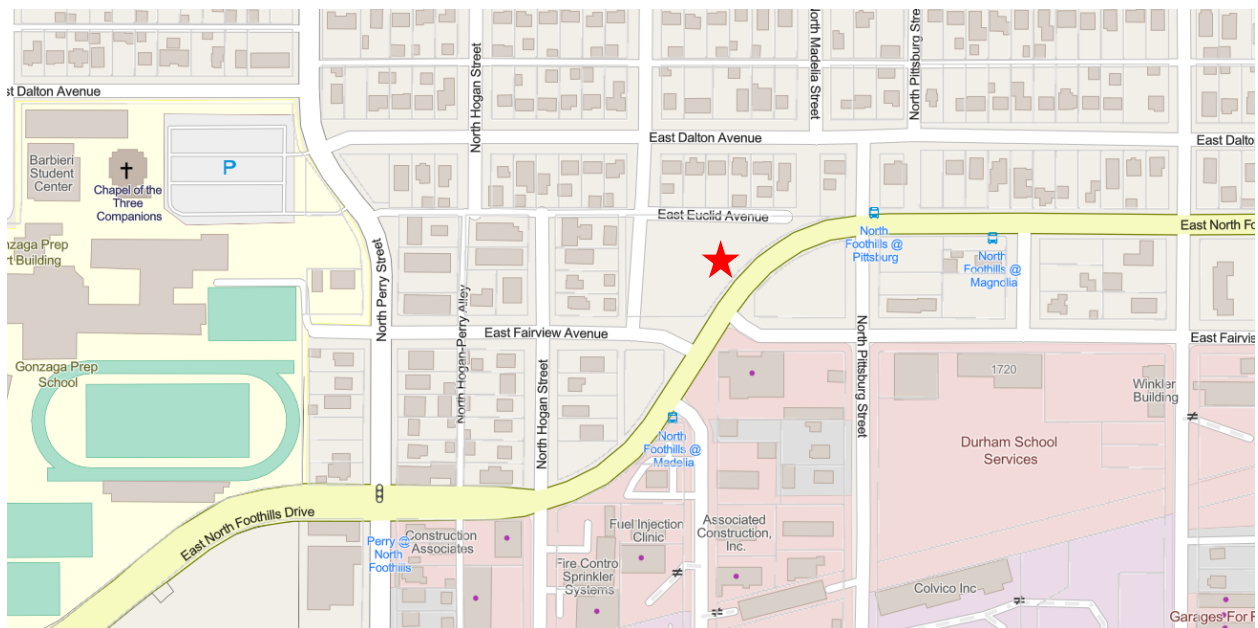
- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: Vets on Lacey

Site & Location: Apartments on North Foothills

35092.0609

1650 E NORTH FOOTHILLS DR



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and Spokane Housing Ventures, as “Owner/Taxpayer” whose business address is 607 S Government Way, Spokane WA 99224.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

Legal Description

Assessor’s Parcel Number(s) 36331.0132 and 36331.0134, commonly known as 6208/6212 N Lacey St, Spokane WA 99208.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 10 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;
- (c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and

moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least twenty-five percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

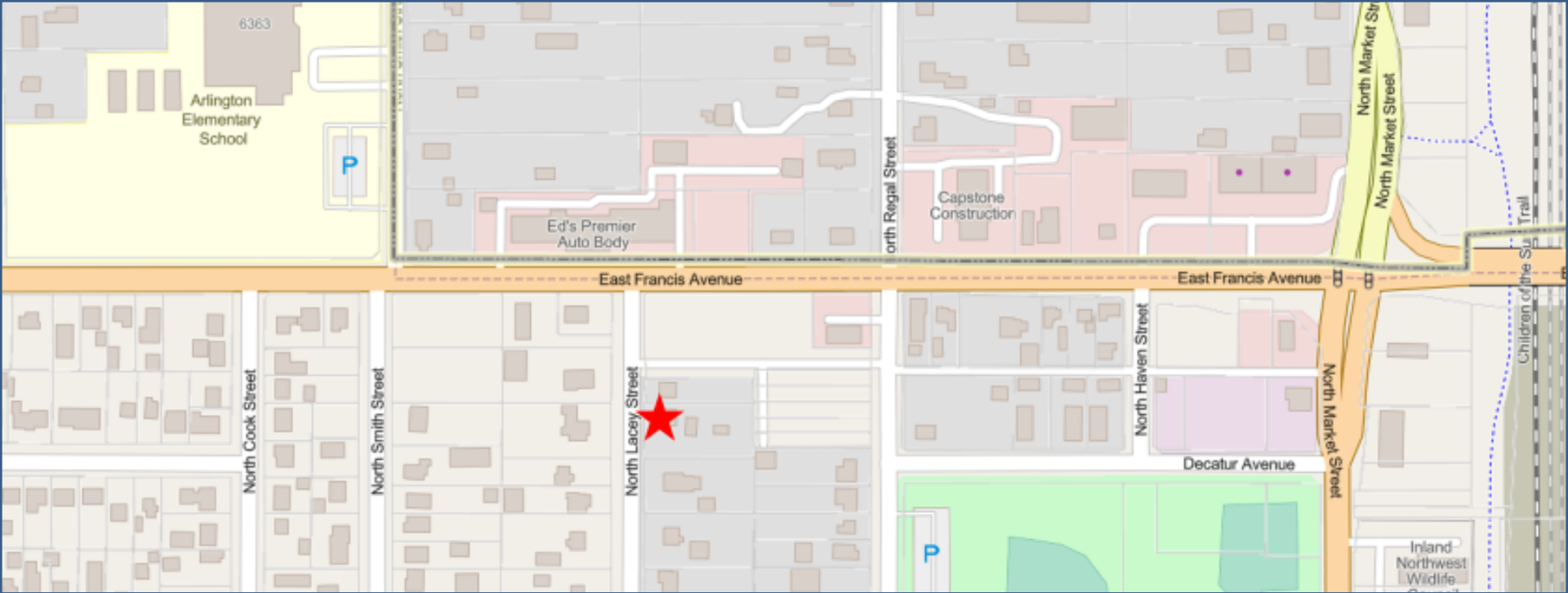
City Clerk

Assistant City Attorney

SMC 08.15 Multi-Family Housing Property Tax Exemption (MFTE)

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
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6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.



Vets on Lacey

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for 10 -units at 6208 N Lacey St.
 - Property is zoned RTF and the proposed use is allowed.
 - Estimated Construction Costs of all phases: 3,380,000.
 - Located in the Hillyard neighborhood.

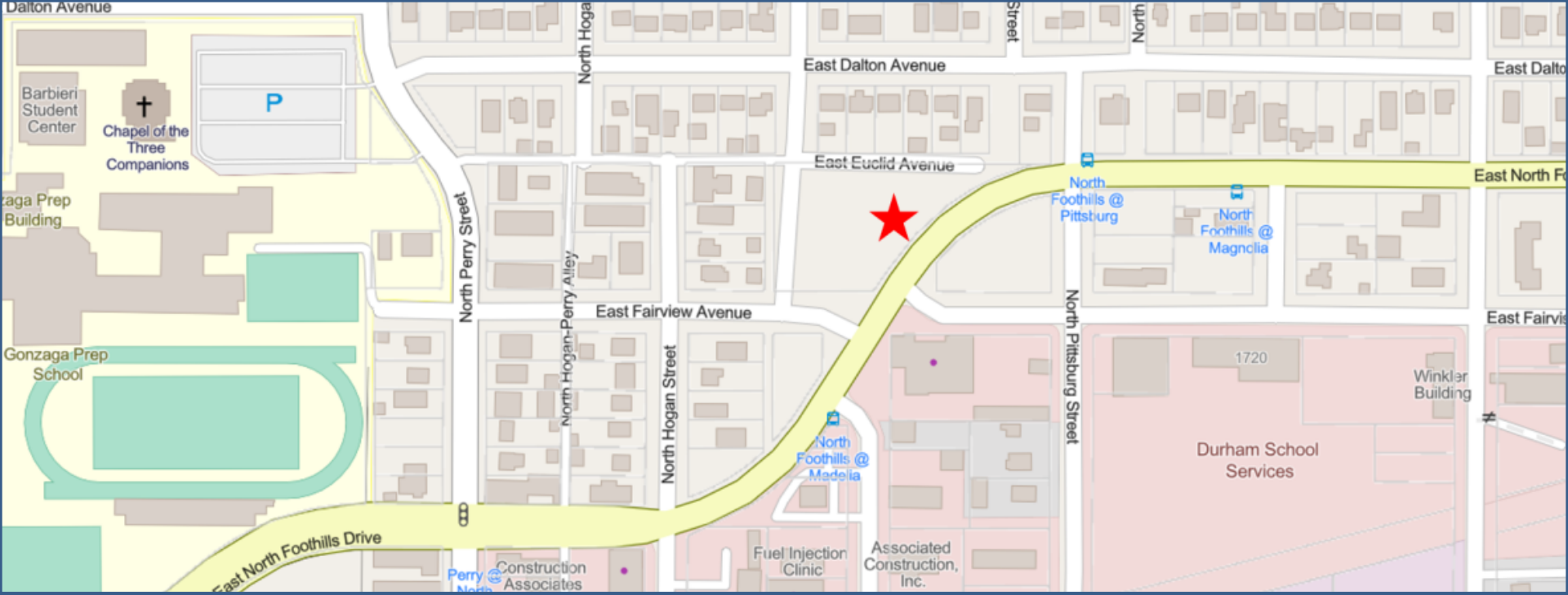
36331.0132

6208 N LACEY ST



Vets on Lacey





Apartments on North Foothills

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **36-units at 1651 E North Foothills Dr.**
 - Property is zoned RMF and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$6,500,000.
 - Located in the Logan neighborhood.

35092.0609

1650 E NORTH FOOTHILLS DR



Apartments on North Foothills

8.5.2020

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

11/28/2022

Date Rec'd

11/16/2022

Clerk's File #

OPR 2022-0872

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Contact Name/Phone

TAYLOR 6193

Contact E-Mail

TBERBERICH@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0650 -MFTE CONDITIONAL AGREEMENT - NORTH FOOTHILLS

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Multiple Family Housing Property Tax Exemption Conditional Agreement with Skyline Homes LLC for the future construction of approximately 36 units, at Parcel Number(s) 35092.0609, commonly known as 1651 E North Foothills Dr This Conditional Agreement

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and located in a previously adopted Residential Target Areas identified in SMC 08.15.030

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

BLACK, TIRRELL

Study Session\Other

Urban Experience

Division Director

BLACK, TIRRELL

Council Sponsor

CMs Cathcart and Bingle

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

HARRINGTON,

smacdonald@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

sgardner@spokanecity.org

Additional Approvals

mpiccolo@spokanecity.org

Purchasing

Applicant: Mikhail Grishko,

tstripes@spokanecity.org

jchurchill@spokanecity.org,

tberberich@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Committee Agenda Sheet

Urban Experience – November 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, Kinnear & Wilkerson, Stratton & Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
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	<ul style="list-style-type: none"> ○ Located in the Logan neighborhood.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <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.)	
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with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

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(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

(a) The number of tax exemption certificates granted;

(b) The total number and type of units produced or to be produced;

(c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;

(d) The actual development cost of each unit produced;

(e) The total monthly rent or total sale amount of each unit produced;

(f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and

(g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

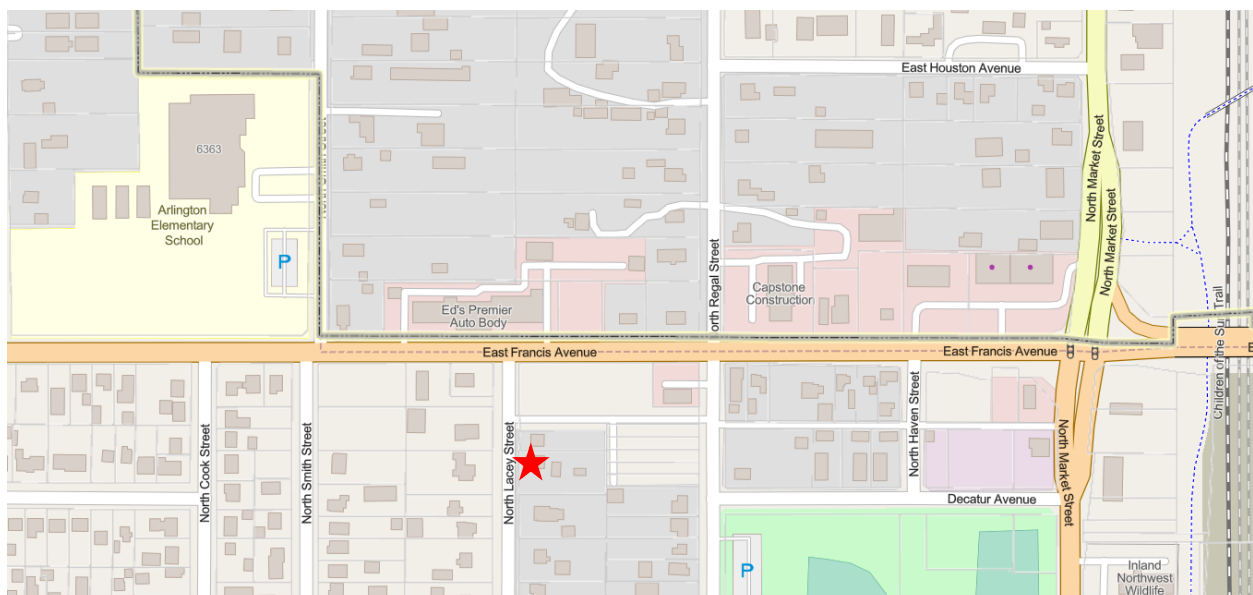
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

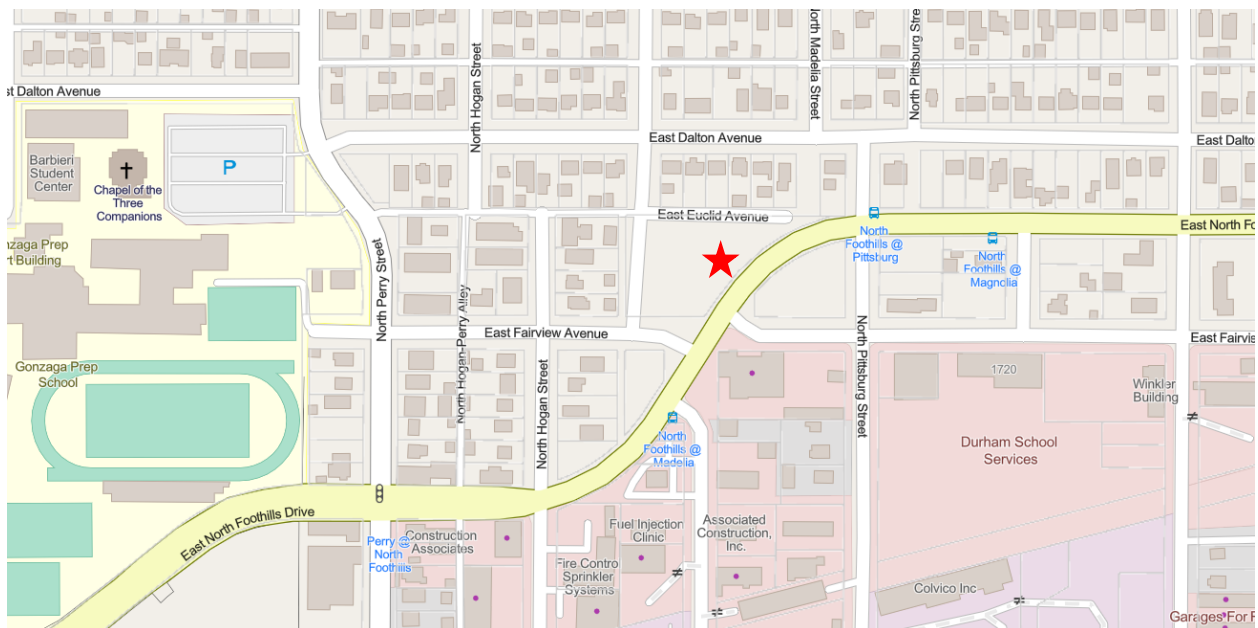
- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Site & Location: Vets on Lacey

Site & Location: Apartments on North Foothills

35092.0609

1650 E NORTH FOOTHILLS DR



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION CONDITIONAL AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Skyline Homes LLC, as "Owner/Taxpayer" whose business address is 5123 N Ellie Lane, Spokane WA 99217.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete conditional application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

09-25-43: AVONDALE ADDITION LOTS 1 - 5, BLOCK 6; TOGETHER WITH THAT PORTION OF LOTS 1, 2, AND 6 - 10, BLOCK 5 LYING NORTH OF NORTH FOOTHILLS DRIVE, AVONDALE ADDITION AS PER PLAT THEREOF RECORDED INVOLUME "A" OF PLATS, PAGE 96; TOGETHER WITH THAT PORTION OF VACATED MADEIRA ST AND ALLEYWAY AS VACATED BY ORD C31697 RECORDED SEPT 5, 1996 UNDER AFN 4032215 THAT WOULD ATTACH BY OPERATION OF LAW. (AFN7086352)

Assessor's Parcel Number(s) 35092.0609, commonly known as 1651 E North Foothills Drive.

WHEREAS, this property is located in the Spokane Targeted Investment Area and is eligible to seek a Final Certificate of Tax Exemption post construction under the Twelve year Affordable Housing - with income and rent restrictions as defined in SMC 08.15.090.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Agreement subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 36 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues this Conditional Agreement or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require the following:

- (a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;
- (b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;
- (c) a statement that the project meets the affordable housing requirements, if applicable; and
- (d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

- (a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;
- (b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent requirements as described in SMC 8.15.090 since the date of the filing

of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer will be required to rent or sell at least thirty percent of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8) and in SMC 8.15.090 (D).

11. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Conditional Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Conditional Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

18 This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 20YY

CITY OF SPOKANE

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

City Clerk

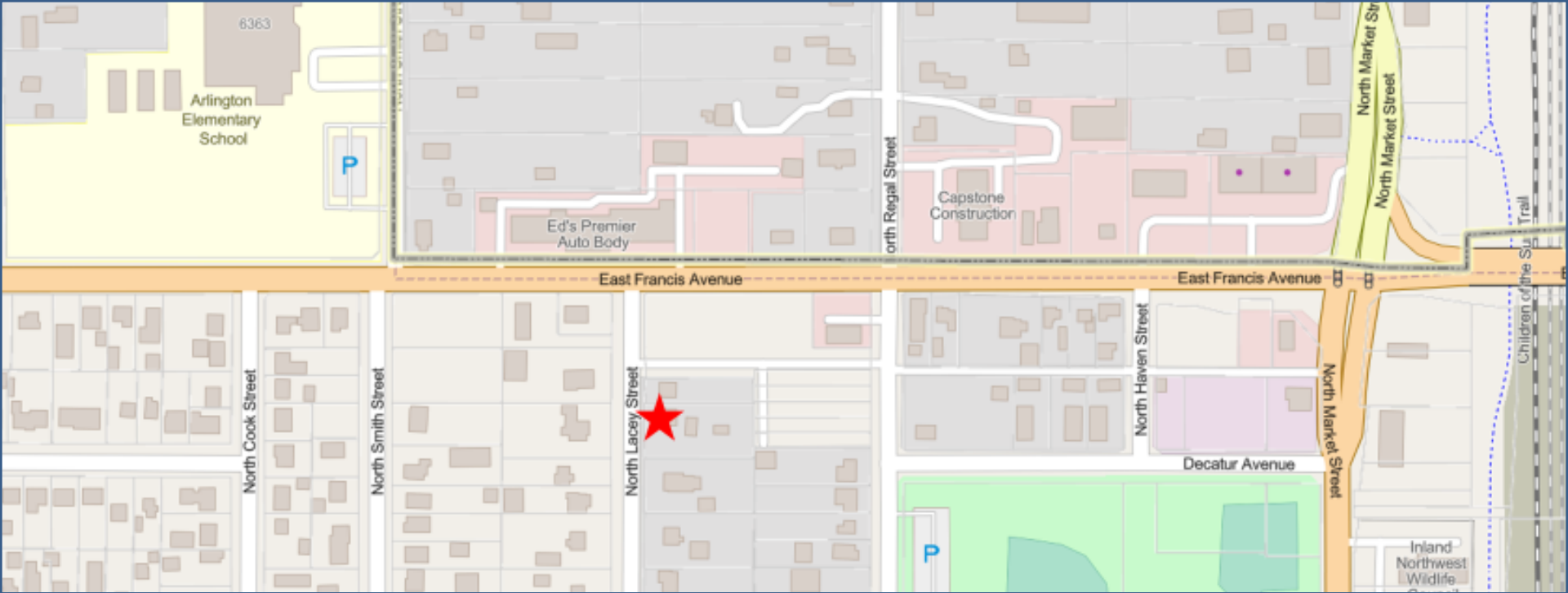
Approved as to form:

Assistant City Attorney

SMC 08.15 Multi-Family Housing Property Tax Exemption (MFTE)

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.



Vets on Lacey

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for 10 -units at 6208 N Lacey St.
 - Property is zoned RTF and the proposed use is allowed.
 - Estimated Construction Costs of all phases: 3,380,000.
 - Located in the Hillyard neighborhood.

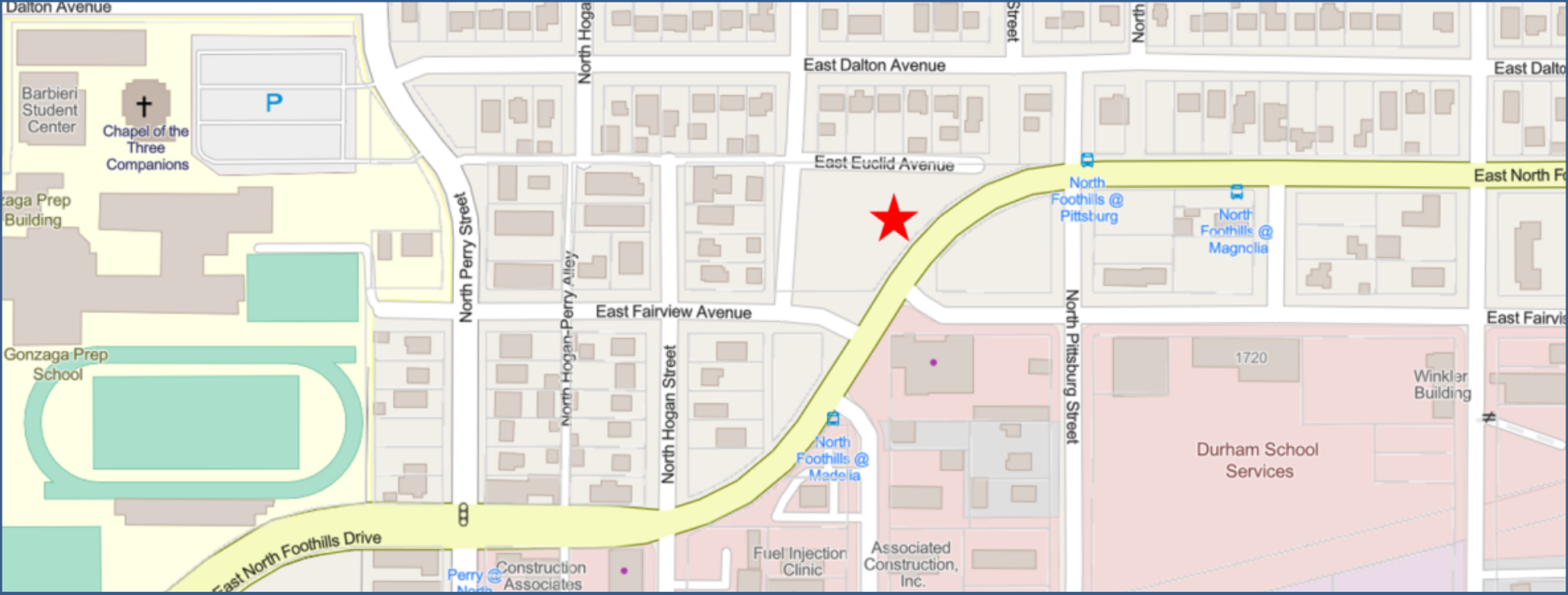
36331.0132

6208 N LACEY ST



Vets on Lacey





Apartments on North Foothills

- **Project Details:** The applicant applied for a Conditional MFTE Agreement for **36-units at 1651 E North Foothills Dr.**
 - Property is zoned RMF and the proposed use is allowed.
 - Estimated Construction Costs of all phases: \$6,500,000.
 - Located in the Logan neighborhood.

35092.0609

1650 E NORTH FOOTHILLS DR



Apartments on North Foothills

8.5.2020



Agenda Sheet for City Council Meeting of:
11/28/2022

Date Rec'd	11/16/2022
Clerk's File #	ORD C36329
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PARKS & RECREATION
Contact Name/Phone	JASON CONLEY 625-6211
Contact E-Mail	JKCONLEY@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1400 - SBO GOLF FUND

Agenda Wording

SBO to appropriate \$300,000 to the Golf Fund from unencumbered fund balance.

Summary (Background)

The large inflationary increases in fuel, supplies and capital costs have severely impacted the Golf operating accounts.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$100,000	# 4600-55100-76611-53201-99999
Expense	\$ \$100,000	# 4600-55100-94000-56701-99999
Expense	\$ \$100,000	# 4600-55100-76611-54801-99999
Select	\$	#

Approvals

Dept Head CONLEY, JASON K.

Division Director CONLEY, JASON K.

Finance BUENING, MARK

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing

MANAGEMENT & BUDGET STRATTON, JESSICA

Council Notifications

Study Session\Other Urban Experience
11/14/2022

Council Sponsor Bingle/Kinnear

Distribution List

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Parks & Recreation
Contact Name & Phone	Garrett Jones 509-795-9936
Contact Email	gjones@spokanecity.org
Council Sponsor(s)	Jonathan Bingle, Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO – Golf Fund
Summary (Background)	<p>The purpose of this second SBO for the Golf Fund is threefold.</p> <p>The first is the increase in costs for operating supplies. This is related to the marginal costs of increased attendance at the city courses. But furthermore, the inflationary increases in fuel, supplies and building materials have had a significant impact on all supply accounts, particularly anything petroleum based. These increases were unforeseen when the budget was being developed in 2021, and this request is for an additional \$100,000 for the cost increases seen across the program.</p> <p>The second is the roof replacement on the Downriver clubhouse. Parks received a major change order right after the submittal of the last SBO. Parks is requesting an additional \$100,000 to cover this expense and to provide a reserve for any other unexpected capital repairs for the remainder of the year.</p> <p>The last is a request for an additional \$100,000 to carry out a series of minor repairs, maintenance projects, and small capital improvements at the 4 Golf courses.</p>
Proposed Council Action & Date:	SBO Approval on Aug 29, 2022
Fiscal Impact: Total Cost: <u>\$300,000</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: Golf fund Balance Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Operating expense increase built into 2023 budget. Capital expenses one-time. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Authorization will allow the Golf courses to be maintained at a high standard and the capital expenditures will prevent the Indian Canyon clubhouse from deteriorating from lack of maintenance on the roof.	

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

All expenditures and progress are reported to the Park Board on a frequent basis.

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 C36329

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 Golf 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 Golf Fund, and the budget annexed thereto with reference to the Golf Fund, the following changes be made:

- 1) Increase appropriation by \$300,000.
- 2) Of the increased appropriation, \$100,000 is provided solely for fuel, fertilizer and other operating supplies.
- 3) Of the increased appropriation, \$100,000 is provided solely for capital.
- 4) Of the increased appropriation, \$100,000 is provided solely for repairs and maintenance.
- (A) This is an increase to the overall appropriation level in the Golf 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 inflationary cost increases in supplies, fuel, and capital expenditures, 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: 11/28/2022

<u>Date Rec'd</u>	11/16/2022
<u>Clerk's File #</u>	RES 2022-0100
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	SPOKANE AIRPORT BOARD
<u>Contact Name/Phone</u>	LARRY KRAUTER, 455-6419 CEO, SIA
<u>Contact E-Mail</u>	LKRAUTER@SPOKANEAIRPORTS.NET
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	SIA - JOINT RESOLUTION TO AUTHORIZE PURCHASE OF REAL PROPERTY

Agenda Wording

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to purchase property located on Spokane County Assessor Tax Parcel No. 14011.1501 comprising of approx. 3.42 acres of land located at 11208 W Electric Ave.

Summary (Background)

Pursuant to Paragraph 8(b) of the Airport Joint Operation Agreement Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

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>	PFISTER, TERRI	<u>Study Session\Other</u> 11/28 PIES
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs CM Kinnear
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	lkrauter@spokaneairports.net
<u>For the Mayor</u>	ORMSBY, MICHAEL	twoodard@spokaneairports.net
<u>Additional Approvals</u>	gvasquez@spokanecounty.org	
<u>Purchasing</u>		

City Resolution No: 2022-0100
County Resolution No. _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)	
THE AIRPORT BOARD TO)	JOINT RESOLUTION
PURCHASE PROPERTY IDENTIFIED AS)	
SPOKANE COUNTY ASSESSOR)	
PARCEL 14011.1501)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the purchase of Spokane County Assessor Tax Parcel 14011.1501, residential property located generally at 11208 West Electric Avenue, in the City of Spokane ("Property"), as described in that certain Real Property Purchase and Sale Agreement and Escrow Instructions, dated as of May 27, 2022, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property, on the terms and conditions set forth in Exhibit A; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to purchase the Property.

ADOPTED by the Spokane City Council this _____ day of _____, 2022.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____
day of _____, 2022.

Mary L. Kuney, Chair

ATTEST:

Al French, Vice-Chair

Ginna Vasquez
Clerk of the Board

Josh Kerns, Commissioner

EXHIBIT A

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,
DATED AS OF MAY 27, 2022,
BY AND BETWEEN SPOKANE AIRPORT AND ELIZABETH L. ATCHISON

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made by and between ELIZABETH L. ATCHISON, a single individual ("Seller"), SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and/or its assigns ("Buyer"), and SPOKANE COUNTY TITLE COMPANY ("Escrow Agent" or "Title Company").

Seller is the owner of the following (collectively, the "Property"):

A. Fee simple title to real property and improvements, located generally at 11208 West Electric Avenue, in Spokane County, Washington, as more particularly described on the attached Exhibit A ("Real Property");

B. Any and all rights and easements appurtenant to the Real Property;

C. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable, issued or subject to the laws of the United States, the State of Washington, Spokane County, or other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively, the "Governmental Authorities" and each, a "Governmental Authority"); and

D. All site plans, surveys, soil and substrata studies, environmental reports, engineering plans and studies, landscape plans and other plans, diagrams, or studies of any kind with respect to the Real Property.

Buyer desires to purchase and Seller desires to sell the Property, upon the terms and conditions hereinafter outlined.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. Earnest Money. Within three (3) Business Days following the date that is the day the last of Seller and Buyer execute this Agreement (the "Effective Date"), Buyer shall deliver to Escrow Agent the sum of Five Thousand Dollars (\$5,000.00) by check as earnest money ("Earnest Money") to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3, below). Escrow Agent hereby agrees to hold and disburse all Earnest Money as provided for in this Agreement. The Earnest Money will, at the option of Buyer, be invested in an interest-bearing account in order to accrue interest for the account of Buyer. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the party entitled to the Earnest Money. After Buyer delivers its Approval Notice (as defined in Section 4.7, below), the Earnest Money will be nonrefundable to Buyer except as otherwise provided in this Agreement. As used in this Agreement, the term "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane, Washington are closed.

3. Purchase Price. The purchase price ("Purchase Price") for the Property will be Three Hundred Twenty Thousand Dollars (\$320,000.00). At Closing (as defined in Section 6.1, below), the Earnest Money will be credited to the Purchase Price and the remainder of the Purchase Price and any fees

and closing costs which Buyer is obligated to pay pursuant to this Agreement will be paid in Current Funds. As used in this Agreement, the term “Current Funds” means wire transfers, certified funds, or a cashier’s check in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Investigation Period. As used in this Agreement, the term “Investigation Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., local time in Spokane, Washington, ninety (90) days thereafter, or upon earlier termination of this Agreement.

4.2 Review of Diligence Materials. To the extent not previously provided to Buyer, Seller shall within two (2) Business Days following the Effective Date provide Buyer with (or make available for Buyer’s inspection) copies of, or electronic access to, all items that relate to the Property (to the extent the same are in Seller’s possession or control), including, without limitation, the following: environmental assessment reports; Seller’s disclosure statement in accordance with RCW 64.06.021; surveys; zoning documents; planning and/or engineering plans, studies or reports; soils investigation reports; seismic studies; any Permits; valuation notices and invoices for real property taxes, special assessments and any other fees, dues and taxes applicable to the Property for the past three (3) years; copies of any pending or threatened Claims (as defined in Section 4.3, below) or actions relating to the Property; governmental notices regarding uncured violations of laws or regulations; and any contracts and any other binding legal agreements, leases (including the files, amendments, riders, licenses and guarantees, if any) and similar agreements (collectively, the “Current Diligence Materials”). Prior to the expiration of the Investigation Period, Buyer may, in Buyer’s sole and absolute discretion and at Buyer’s sole cost and expense, obtain the following: (i) a Phase I environmental report (“Phase I”) relating to the Property (with the Phase II environmental report described below, if any, each an “Environmental Report”); (ii) a survey of the Property (“Survey”); and (iii) any home inspections, additional studies, reports or surveys that Buyer may elect, in Buyer’s sole and absolute discretion (collectively, the “Additional Studies”). If the Phase I indicates the need for a Phase II environmental report (“Phase II”), Buyer may obtain the Phase II. The Current Diligence Materials, the Environmental Reports, the Survey, and the Additional Studies are collectively referred to as the “Diligence Materials” in this Agreement. Seller shall cooperate in good faith with Buyer in connection with Buyer’s inspection, review and procurement of the Diligence Materials.

4.3 Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer, and Buyer’s agents, employees and subcontractors, will have the right (upon twenty-four (24) hours prior verbal notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as Buyer may elect, including, without limitation, intrusive, destructive or invasive testing, including soil borings, and the sampling of materials as part of any Environmental Reports. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damage, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys’ fees with respect to the same or to enforce this indemnity) (collectively, “Claims”) incurred by reason of or in connection with such entry or such surveys, inspections, investigations or studies; provided, however, that Buyer’s indemnification obligation will not extend to any Claims or liabilities arising out of the discovery of any preexisting conditions of the Property or diminution of value to the Property attributable to any such discovery; and further provided that under no circumstances shall Seller be able to recover exemplary, punitive, indirect, consequential or special damages. Buyer agrees to repair any and all damage caused to the Property due to Buyer’s entry thereon and to otherwise restore the Property to its original condition existing prior to such entry. Seller shall cooperate in

good faith with Buyer in connection with Buyer's physical inspection of the Property. The obligations of Buyer under this Section 4.3 will survive Closing or earlier termination of this Agreement.

4.4 No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with Buyer's inspection of the Property. The provisions of this Section 4.4 will survive Closing or earlier termination of this Agreement.

4.5 Review of Title.

(a) Title Commitment. Within two (2) Business Days of the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 4.6, below) to Buyer. The commitment shall be accompanied by copies of all documents referred to in Schedule B of the commitment (the commitment and the documents are collectively referred to in this Agreement as the "Title Commitment").

(b) Objections. Buyer shall review the Title Commitment and may, on or prior to the expiration of the Investigation Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's sole and absolute discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matters on or prior to expiration of the Investigation Period, Seller shall, within five (5) Business Days following Seller's receipt of Buyer's written notice of Disapproved Matters (the "Seller Title Response Period"), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matters as of or before the Closing, or (ii) Seller will not remove any or certain Disapproved Matters. If Seller does not respond within the Seller Title Response Period, Seller shall be deemed to have elected option (ii) above. If Seller elects, within its sole discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matters, in form and substance acceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may either (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.5(d), below). If Buyer fails to deliver written notice in accordance with (y) or (z) above, Buyer shall be deemed to have elected option (y) above, in which case this Agreement shall terminate on the day that is five (5) Business Days after at the expiration of the Seller Title Response Period.

(c) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "Amended Report"), Buyer will have ten (10) days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give notice of its acceptance of or objection to additional title exceptions. If Buyer provides Seller and Escrow Agent with notice of the basis of objection of the status of Seller's title as shown on the Amended Report, Seller will have the option to cure such Disapproved Matters within five (5) days thereafter or prior to Closing, whichever is sooner. If Seller elects, within its sole discretion, not to timely eliminate the additional Disapproved Matters on or before Closing, in form and substance acceptable to Buyer, in its sole and absolute discretion, Buyer may either (i) terminate this Agreement by delivery

of written notice to Seller and Escrow Agent, or (ii) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such additional Disapproved Matters. If Buyer fails to deliver written notice in accordance with (i) or (ii) above, Buyer shall be deemed to have elected option (i) above, in which case this Agreement shall terminate on the day that is the earlier to occur of (y) five (5) days after the date of receipt of the latest Amended Report, or (z) the scheduled Closing Date.

(d) Failure to Provide Written Acceptance. Any title matter that Buyer accepts in writing will be a “Permitted Exception.” Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to Closing, any deeds of trust, monetary liens or monetary encumbrances (except for real property taxes and assessments not delinquent), and any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion of the Property. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Commitment or an Amended Report within the applicable time period, Buyer will be deemed to have objected to such matter. If this Agreement is terminated due to Seller’s failure or inability to cure any Disapproved Matters under this Section 4.5, Escrow Agent shall immediately remit the Earnest Money to Buyer, together with any other funds, documents or instruments that Buyer has deposited with Escrow Agent, and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.6 Title Policy. At the Closing, Seller shall convey to Buyer marketable and insurable fee simple title to the Real Property, subject only to the Permitted Exceptions, by the duly executed and acknowledged statutory warranty deed (“Deed”) in the form attached as Exhibit B. Evidence of delivery of marketable and insurable fee simple title will be the issuance by Title Company to Buyer of an ALTA standard owner’s policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer, subject only to Permitted Exceptions (“Title Policy”). Costs for such Title Policy will be allocated pursuant to Section 6.2(b).

4.7 Right to Terminate Prior to Expiration of Investigation Period. Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Investigation Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer’s sole and absolute discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any matter to which Buyer has objected. If Buyer elects, in its sole and absolute discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Investigation Period (“Approval Notice”). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Investigation Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Investigation Period. If this Agreement is terminated as provided in this Section, Escrow Agent shall immediately remit the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer, the Earnest Money will not be refundable to Buyer unless (i) Seller defaults under the terms and conditions of this Agreement, (ii) a condition to Closing for the benefit of Buyer is not satisfied or waived in writing by Buyer, or (iii) any other event occurs which entitles Buyer to the Earnest Money pursuant to the terms of this Agreement.

5. Conditions Precedent. Notwithstanding any provision of this Agreement to the contrary, Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

5.1 All of the documents required to be delivered by Seller to Buyer or Escrow Agent at Closing pursuant to the terms and conditions hereof shall have been delivered;

5.2 Each of the representations of Seller set forth in Section 7 shall be true in all respects as of the Closing Date;

5.3 At Closing, and subject only to Buyer's payment of the applicable additional premium, if any, the Title Company shall be irrevocably committed to issue the Title Policy in the form described herein;

5.4 Buyer shall have obtained written approval of this transaction from Buyer's Airport Board, and the City of Spokane and County of Spokane, acting through the City Council of the City of Spokane, and the Spokane County Board of Commissioners, respectively. Upon obtaining approval from all appropriate Governmental Authorities, Buyer shall promptly notify Seller of the same, and upon such receipt of notice of approval from Buyer to Seller, this condition shall be deemed satisfied;

5.5 Buyer has timely delivered the Approval Notice;

5.6 Neither the Property, Seller, nor Buyer shall be subject to any court or other similar action preventing, restraining, enjoining, or otherwise prohibiting the consummation of the transaction contemplated by this Agreement;

5.7 The due performance by Seller of each and every undertaking and agreement to be performed by Seller hereunder;

5.8 No Condemnation Event (as defined in Section 10, below) shall have occurred with respect to the Property following Buyer's delivery of the Approval Notice;

5.9 There has been no spill of Hazardous Substances on the Property that occurred after the expiration of the Investigation Period; and

5.10 Seller must have properly terminated all contracts and leases affecting the Property, if any, and the Property must be free and clear of all tenants and parties in possession.

If any condition specified in this Section 5 is not satisfied on or before Closing, Buyer may, at its option, (i) waive such condition on or before the Closing Date and proceed to Closing, (ii) terminate this Agreement by written notice thereof to Seller and receive a refund of the Earnest Money, or (iii) if the failure of the condition is due to a breach by Seller hereunder, pursue any of its remedies under Section 12 of this Agreement. By Closing the transaction contemplated hereby, Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Agreement, except for any obligation of Seller which specifically survives the Closing under the terms of this Agreement.

6. Closing.

6.1 Closing Date. The purchase and sale transaction contemplated in this Agreement will close (the "Closing") on the day ("Closing Date") that is one hundred twenty (120) days

following the date on which Buyer delivers the Approval Notice or upon such other date as the parties mutually agree.

6.2 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Seller and Buyer shall each pay one-half (1/2) of the escrow fees. Any recording fees, Spokane County transfer tax, real estate excise tax, deed stamps, or similar property transfer taxes and fees will be the sole responsibility of Seller. Each party must pay its own attorneys' fees incurred with respect to this transaction.

(b) Title Policy. For the Title Policy, Seller shall pay the cost of an ALTA standard owner's title policy, and Buyer shall pay the additional cost necessary for any ALTA extended policy Buyer elects to acquire. Buyer shall also pay the cost of any and all endorsements to the Title Policy unless provided by Seller to clear a Disapproved Matter, in which case Seller shall be responsible for the cost of such endorsements.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Seller. Seller acknowledges that Buyer does not pay real estate taxes and, as such, Seller is free to seek a refund for that portion of time in which real estate taxes were paid but not otherwise due and owing. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, bills for the real estate taxes imposed upon the Property for the real estate tax year in which Closing occurs have been issued but have not been paid, such taxes shall be paid by Seller at the time of Closing.

(d) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement ("Closing Statement"). All apportionments and prorations provided for in this Section 6.2 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual figures on the Closing Date, then (other than with respect to determination of real estate taxes that will be computed as set forth in subsection 6.2(c)) they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(e) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement (including, without limitation, real estate taxes), it is determined that any actual proration or apportionment varies from the amount thereof reflected on the final Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible. Either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(f) Other Costs and Survival. All other costs not addressed within this Section 6.2 shall be paid in accordance with the custom in Spokane County. The provisions of this Section 6.2 shall survive Closing.

6.3 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The Deed, conveying to Buyer good and marketable fee simple title to the Property, free and clear of all liens, restrictions, and encumbrances, other than Permitted Exceptions.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations adopted thereunder.

(4) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents reasonably necessary to effect and complete the Closing, including, but not limited to, the following:

(1) The amounts required under Sections 3 and 6.2 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When the foregoing provisions of this Section have been consummated, at the Closing the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.

(4) Issue and deliver the Title Policy to Buyer.

(5) Deliver the above referenced documents to the applicable party.

7. Representations and Warranties of Seller. In addition to the representations and warranties contained in other sections of this Agreement, Seller makes the representations and warranties to Buyer set forth in this Section 7. Each representation and warranty: (i) is material and relied upon by Buyer; (ii) is true in all respects as of the Effective Date; (iii) will be true in all respects on the Closing Date; and (iv) will

survive Closing for a period of one (1) year. For purposes of this Section 7, the phrase “Seller’s knowledge” and similar phrases shall mean and refer to the actual or constructive knowledge of Seller following due inquiry.

7.1 Binding Agreements/Authority/Conflicts. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller, enforceable in accordance with their terms. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement to consummate the transactions contemplated hereby, and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (ii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Non-foreign Status. Pursuant to Section 1445 of the Code, Seller is not a foreign person or nonresident alien as defined within that Code section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.3 Proceedings and Litigation. There are no existing suits, claims, proceedings or actions with respect to any aspect of the Property or the Seller, nor, to Seller’s knowledge, have any such actions, suits, proceedings or claims been threatened or asserted.

7.4 Condemnation; Access. There is no pending or, to Seller’s knowledge, threatened condemnation affecting the Property. There is no pending or, to Seller’s knowledge, threatened proceeding that would adversely affect access to the Property.

7.5 Seller Sole Owner. Seller is the sole fee owner of the Property and has good and marketable title thereto.

7.6 No Contracts and Commitments. Except for this Agreement, with respect to the Property, Seller is not a party to any other contract or agreement providing for the sale or other conveyance of any of the Property, or any portion thereof.

7.7 Seller’s Performance. Seller is not in default under any contract, lease or other agreement affecting the Property to which Seller is a party, and no event, condition or occurrence exists which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing. Seller has furnished or made available to Buyer true and correct copies of all documents required to be delivered by Seller to Buyer pursuant to this Agreement, including without limitation, all Current Diligence Materials.

7.8 Title to Real Property. As of the Closing Date, the Property will be free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, assessments, covenants, conditions, and restrictions of any kind or character (including, without limitation, liens or claims for mortgages, or other title retention agreements, deeds of trust, security agreements, and pledges) except for the Permitted Exceptions.

7.9 Governmental Consents. No violations are or have been recorded in respect of any Permits and no proceedings are pending or otherwise threatened, concerning the revocation or limitation of any such Permit. There is no governmental or public action pending or threatened in writing, or, to Seller’s knowledge, otherwise threatened that would limit or affect operation of the Property.

7.10 Governmental Compliance. Seller has not received written notice of any violation of any statute, law, ordinance or regulation of any Governmental Authority that would require remedial action by Seller or would require repairs or alterations to the Property or any portion of the Property. To Seller's knowledge, the Property is not in violation of any statute, law, ordinance or regulation of any Governmental Authority.

7.11 Environmental/Hazardous Substances. To Seller's knowledge, no Hazardous Substances (defined below) have been discharged or stored on the Property. Seller has not received written notice of violation, administrative complaint, judicial complaint, or other notice (i) alleging that conditions on the Property are or have been in violation of any Environmental Law, (ii) informing Seller that the Property is subject to investigation or inquiry regarding the presence of Hazardous Substances on or about the Property, or (iii) alleging the potential violation of any Environmental Law.

As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

As used in this Agreement, the term "Hazardous Substance" means any chemical, material, waste, substance, controlled substance, pollutant, object, condition, contaminant, living organisms or any combination thereof which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; (G) lead; or (H) Mold. As used in this Agreement, the term "Mold" means any mold, mildew or fungi (living or dead) or their mycotoxins, spores or other byproducts present in a quantity, of a type, or in such manner, as to pose a potential risk to human health or a potential violation of any Environmental Laws or to indicate significant impairment to the structure where the mold, mildew, fungi or their mycotoxins, spores or other byproducts exist.

7.12 Bankruptcy or Insolvency. Seller is not insolvent, and Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in

writing its inability to pay its debts as they become due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

7.13 Anti-Terrorism Laws. Neither Seller nor any of its shareholders, officers or directors, is a “Prohibited Person” or “Specifically Designated National and Blocked Person” under the Anti-Terrorism Laws (hereinafter defined). As used herein, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 *et seq.*); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

7.14 Brokers. Except as set forth in Section 13, no real estate broker or any other commission agents are owed fees or commissions with respect to the transaction contemplated in this Agreement.

7.15 Knowledge Representative. Seller is the most knowledgeable person with respect to all matters concerning the Property.

8. Covenants of Seller.

8.1 Normal Operations. From and after the Effective Date, Seller shall not: (i) execute, modify, terminate or approve any contracts or commitments or any kind affecting the Property or any interest therein without Buyer’s written approval, which may be granted or withheld in Buyer’s sole and absolute discretion; (ii) execute any leases affecting the Property; or (iii) encumber the Property with any liens, encumbrances or other instruments which appear on title or which secure a monetary obligation. Until possession is delivered to Buyer, Seller agrees, at its sole cost and expense, to maintain and keep the Property in not less than the same order and condition as on the Effective Date, and to operate the Property in the same manner as prior to the Effective Date as if Seller were retaining the Property.

8.2 Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

8.3 Indemnification. Except as specifically stated herein, Seller hereby agrees to indemnify, protect, defend, save and hold Buyer and Buyer’s officials, agents, employees and representatives, and the City and County of Spokane, their elected and appointed officials, agents, employees and representatives (“Buyer Indemnified Parties”) harmless from and against any and all Claims (i) arising from leases, contracts or other agreements entered into during Seller’s ownership of the Property and resulting from an occurrence prior to the Closing; (ii) arising from the ownership, operation, maintenance and management of the Property during Seller’s ownership and resulting from an occurrence prior to the Closing; and (iii) resulting from a breach by Seller of representations and warranties expressly made by Seller in this Agreement. The provisions of this Section 8.3 will survive Closing or the earlier termination of this Agreement.

8.4 Continuing Representations and Warranties. Until the Closing Date, promptly upon the occurrence of, or upon Seller becoming aware of an impending or threatened occurrence of, any event which would cause or constitute a material breach of this Agreement, or which would have caused or constituted a breach had such event occurred prior to the date hereof, of any of the representations or warranties of Seller contained in or referred to in this Agreement or in any exhibit to this Agreement, Seller shall give detailed written notice thereof to Buyer and shall use its reasonable efforts to prevent or promptly remedy the same.

9. Buyer's Representations and Warranties. In addition to the representations and warranties contained in other sections of this Agreement, Buyer makes the representations and warranties to Seller set forth in this Section 9. Each representation and warranty: (i) is material and relied upon by Seller; (ii) is true in all respects as of the Effective Date; (iii) unless noticed by Buyer to Seller, will be true in all respects on the Closing Date; and (iv) will survive Closing for a period of one (1) year.

9.1 Authority/Binding Agreements. Subject to Section 5.4, Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

9.2 AS IS. Except for the representations and warranties set forth in this Agreement, the Deed and in any document executed in connection with the transactions contemplated in this Agreement, Buyer is purchasing the Property AS IS, WHERE IS, AND WITH ALL FAULTS and, except as specifically stated herein, without any representations or warranties of any kind whatsoever, express or implied, by Seller.

9.3 Anti-Terrorism Laws. Neither Buyer nor any of its shareholders, officers or directors, is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

10. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. Seller shall promptly notify Buyer in writing of any condemnation proceeding commenced or threatened with respect to the Property prior to Closing (any such event being referred to as a "Condemnation Event"). If any such Condemnation Event relates to or may result in the loss of any portion of the Property, then Buyer may elect, by notice to Seller within five (5) days after receipt of Seller's notice of such Condemnation Event, to terminate this Agreement, in which event the Earnest Money shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder. If Buyer does not terminate this Agreement, then Buyer shall close escrow and shall accept such Property in its then condition and, upon the Closing, Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation proceeding.

11. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT SOLELY BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE IMMEDIATELY DISBURSED AND RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE

TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials:  Buyer's Initials: _____

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Neither Buyer nor Seller have utilized the services of a broker. Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

Seller's Initials: _____

Buyer's Initials: LJK

12. Default by Seller; Remedies. If Seller is unable to convey title, subject to and in accordance with this Agreement, Buyer may, at its election (i) obtain a prompt refund of the Earnest Money plus its actual, documented, out-of-pocket third-party costs and expenses for Diligence Materials (e.g., legal, Survey, appraisal, Environmental Reports); (ii) bring an action for specific performance; and/or (iii) pursue any other rights or remedies available at law or in equity.

13. Brokerage. Neither Buyer nor Seller have utilized the services of a broker. Seller and Buyer hereby agree to indemnify and hold each other harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 13 will survive Closing.

14. Miscellaneous.

14.1 Attorneys' Fees. Should any party hereto bring any action against any other party related in any way to this Agreement, the substantially prevailing party will be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, hiring of experts or advice in connection with such action, and any such attorneys' fees or costs for executing upon or appealing any judgment.

14.2 Escrow Agent. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions hereof will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions hereof; provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or termination of this Agreement.

14.3 Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person, (ii) upon email transmission, provided a copy of any notice given by email transmission is also subsequently mailed to the receiving party in accordance with the terms of this Section 14.3, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer:	Spokane Airport c/o Airport Board Attn: Lawrence J. Krauter 9000 West Airport Drive, Suite 204 Spokane, Washington 99224 Email: lkrauter@spokaneairports.net
with a copy to:	Spokane Airport Attn: Brian Werst, Esq. 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: bwerst@workwith.com
and a copy to:	Lukins & Annis, P.S. Attn: Tyler J. Black 717 West Sprague Avenue, Suite 1600 Spokane, Washington 99201 Email: tblack@lukins.com
If to Seller:	Elizabeth L. Atchison 11208 West Electric Avenue Spokane, Washington 99224 Email: _____
If to Escrow Agent:	Spokane County Title Attn: Keith Newell 1010 North Normandie, Suite 100 Spokane, Washington 99201 Email: keith@spokanetitle.com

14.4 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement shall be in Spokane County, Washington.

14.5 Integration; Modification; Waiver. This Agreement, exhibits, and closing documents executed and delivered pursuant to this Agreement constitute the complete and final expression of the agreement of the parties relating to the Property. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the parties.

14.6 Counterpart Execution. This Agreement may be executed in any number of separate counterparts, and by any electronically transmittable means (e.g., facsimile, scanned .pdf, and/or via any electronic signature software technology, such as DocuSign), each of which counterpart signature, when so executed and delivered, will be deemed an original, and all of such counterparts shall constitute one and the same instrument.

14.7 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words “herein,” “hereof,” “hereunder,” and other similar compounds of the word “here” when used in this Agreement refer to the entire Agreement and not to any particular provision or section.

14.8 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., local time in Spokane, Washington. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., local time in Spokane, Washington, on the next Business Day; provided that, if a Closing would be scheduled to occur on a Saturday, Sunday or holiday or the first Business Day after a Saturday, Sunday or holiday, that Closing shall be delayed until the second Business Day after such Saturday, Sunday or holiday. The time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

14.9 Severability. If for any reason any provision of this Agreement, or the applicability of any such provision to a specific situation, is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be modified or deemed modified to the minimum extent necessary to make such provision valid and enforceable with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14.10 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property, it being acknowledged and agreed by and between the parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder.

14.11 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

14.12 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

14.13 Assignment. Buyer, at or before Closing, may assign its rights and obligations under this Agreement to a newly formed special purpose entity controlled by Buyer, which will replace the Buyer identified above and will become solely liable to Seller under this Agreement. Seller may not assign its rights or obligations under this Agreement to any entity or person.

14.14 1031 Exchange. The parties agree to cooperate with each other for the purpose of effecting a tax-deferred exchange pursuant to Code Section 1031; provided that any such exchange shall not delay Closing. Seller and Buyer will not incur any additional liability or financial obligation as a consequence of such other party's contemplated exchange, and Buyer and Seller agree to defend and hold each other harmless for, from and against any Claims that may arise from the participation therein.

14.15 Sole Discretion. Where either party hereto is given the right to exercise its sole and absolute discretion, neither the other party nor any court, arbitrator, third party, or board will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

14.16 Disclaimer – Preparation of Agreement. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption will apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has

had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]


IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the date written on this signature page.

BUYER:

SELLER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

ELIZABETH L. ATCHISON

By: 
Name: Lawrence J. Krauter
Its: Chief Executive Officer
Date: 5/27/2022

Date: _____

Approved as to form and content:

Brian Werst, General Counsel

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the date written on this signature page.

BUYER:

SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington

By: _____
Name: Lawrence J. Krauter
Its: Chief Executive Officer
Date: _____

SELLER:


ELIZABETH L. ATCHISON

Date: 5-27-22

Approved as to form and content:

Brian Werst, General Counsel

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of _____, 2022. Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: _____

Name: Keith Newell

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

TRACT "A," SP-88-558, AS PER PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 27,
UNDER AUDITOR'S FILE NO. 8903080189;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

EXHIBIT B

STATUTORY WARRANTY DEED

Filed for Record at Request of and
copy returned to:

Lukins & Annis, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201
Attn: Tyler J. Black, Esq.

Abbreviated Legal Description:
Assessor's Parcel Number:

STATUTORY WARRANTY DEED

The Grantor, ELIZABETH L. ATCHISON, a single individual, for and in consideration of Ten Dollars (\$10.00) in hand paid, conveys and warrants to the CITY OF SPOKANE and SPOKANE COUNTY, as tenants in common, for Spokane Airport, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, the following real estate legally described on Exhibit A attached hereto and by this reference incorporated herein, situated in the County of Spokane, State of Washington; subject only to the permitted exceptions described on Exhibit B attached hereto.

[signature and acknowledgement page follows]

DATED this ____ day of _____, 2022.

Exhibit – Do Not Execute
ELIZABETH L. ATCHISON

STATE OF WASHINGTON)

COUNTY OF _____)

On _____ before me, _____, personally appeared ELIZABETH L. ATCHISON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein mentioned.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]

Exhibit A
To Statutory Warranty Deed
Legal Description

TRACT "A," SP-88-558, AS PER PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGE 27,
UNDER AUDITOR'S FILE NO. 8903080189;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Exhibit B
To Statutory Warranty Deed
Permitted Exceptions

[To be agreed upon prior to the expiration of the Seller Title Response Period]



Land Acquisition

**11208 W Electric Avenue
(Parcel Number 14011.1501 – 3.42 Acre)**

11208 W Electric Avenue

- September 8, 2021 – Airport staff received a call inquiring about Spokane Airports interest in purchasing their 3.42 acres located at 11208 W Electric Ave. The parcel currently includes a house and a couple of other buildings (barns).

Parcel Number - 14011.1501

Zoning - LI, ACZ-5, Light Industrial

Land Area – 3.42 Acres (148,773 sf)

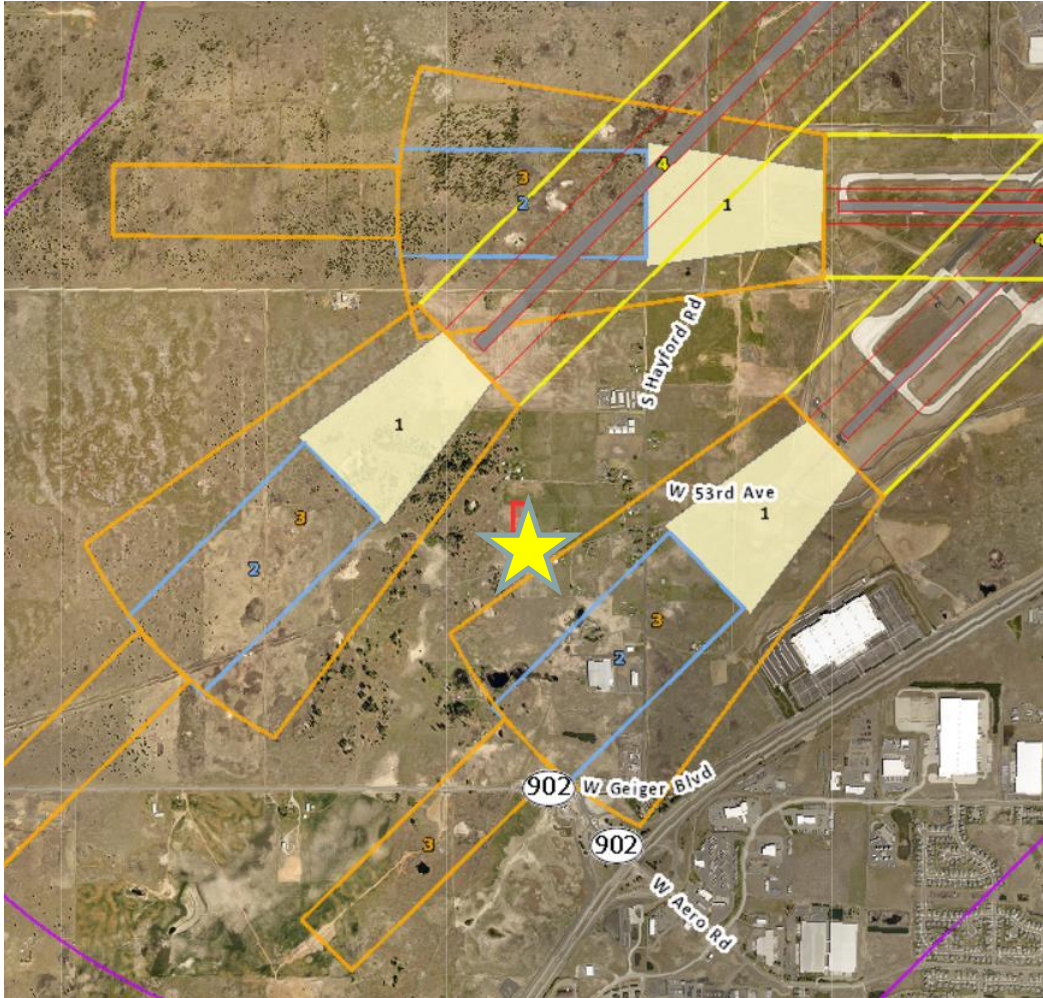
Existing Property – Residence/ Barn/Storage (Year Built 1923)

- October 27, 2021 – Airport staff ordered an Appraisal of the property through Valbridge Property Advisors.
- April 14, 2022 – Received Appraisal for 3.42 Acres with Value Conclusion \$320,000.00
- April 20, 2022 – Offertory Letter Sent to Owner (Kelly & Elizabeth Atchison)
- Airport Board approval on April 21, 2022

11208 W Electric Avenue



11208 W Electric Avenue



Airport Compatibility Zones (ACZ)



11208 W Electric Avenue



Value Conclusion

Value Perspective	Current
Value Type	Market Value
Value Premise	Current
Property Rights Appraised	Fee Simple
Effective Date of Value	February 4, 2022
Value Conclusion	\$320,000
	\$357.94/sf

Requested Action

- Approve Joint Resolution authorizing the Purchase and Sale Agreement with Kelly & Elizabeth Atchison for the acquisition of 3.42 Acres of real property located in Parcel Number 14011.1501 in the amount of \$320,000.00



Agenda Sheet for City Council Meeting of: 11/28/2022

Date Rec'd	11/16/2022
Clerk's File #	ORD C36330
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - LANDLORD/TENANT ORDINANCE

Agenda Wording

An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code.

Summary (Background)

A Landlord and Tenant workgroup has been engaged in discussions with Council Members for several years and this proposed ordinance is a reflection of some of the key issues and needs identified by stakeholders: • Universal background and credit checks • Proactive code enforcement • Requiring business licenses for Landlords • Residential rental property damage mitigation fund • Legal services and relocation fund • Anti-retaliation protections

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>	11/14 Urban Experience
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs; CM Stratton
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		nocheltree@spokanecity.org	
<u>For the Mayor</u>		bbeggs@spokanecity.org	
<u>Additional Approvals</u>		kstratton@spokanecity.org	
<u>Purchasing</u>		kthomas@spokanecity.org	

ORDINANCE NO. C-36330

An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.57 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 10.57 of the Spokane Municipal Code to read as follows:

Chapter 10.57 Regulation of Residential Rental Housing **Section 10.57.010 Purpose and Intent**

- A. The City of Spokane, as a municipal government, has a duty to protect public safety to foster safe, livable, and affordable housing for everyone.
- B. In an effort to discharge that responsibility, the Spokane City Council has determined that it is necessary to implement common-sense, baseline standards for the rental of residential real property in Spokane, and to streamline and make more affordable the process of obtaining rental housing by establishing universal background checks, tenant relocation, and landlord mitigation programs.

Section 10.57.020 Business licensing and registration

- A. All activity of renting or leasing residential real property requires a City of Spokane business license, as described in SMC 08.01.070 and SMC 08.01.195(B)(1).
- B. The annual fee for registering the activity of renting residential real property shall be, in addition to the standard annual fee described in SMC 08.02.0206(A), \$10 per residential rental unit per year for each residential rental unit owned by the same legal entity in excess of 3 residential rental units.
- C. By way of applying for or renewing a City of Spokane business license, owners of residential rental housing units are required to register every rental unit located in City of Spokane annually and certify that each property meets the requirements of RCW 59.18.060, except for situations in which the property owner lives in the same building in which the property owner also rents no more than two units. Owners of a home who rent out an unattached accessory dwelling unit on their property must register that rental unit, even if the owner resides in the main house on that same property.
- D. Property owners who obtain a first business license in the City of Spokane to register a business for the rental of residential real property shall be required to complete a City of Spokane approved mandatory online training module created or sponsored by the Spokane Landlord's Association or its equivalent designated by the City of Spokane within 90 days of obtaining a business license. Failure to complete such training shall be a class 2 civil infraction.

- E. Property owners shall provide each tenant a digital link or, at the tenant's request, a hard copy of a voter registration form, a change of address form, and a tenant information packet about tenant rights and responsibilities developed by Code Enforcement with the advice and recommendations of landlord, tenant and social service housing organizations.

Section 10.57.030 Inspections

- A. The City of Spokane's code enforcement department shall conduct both routine periodic and cause-based inspections of all residential rental property that is subject to this chapter.
 - 1. Periodic inspections shall be conducted at a frequency to be determined by the code enforcement department, subject to appropriations, and subject a determination by the code enforcement department as to which units or classes of units of residential real property are most likely to be out of compliance with the existing building and preservation code, chapter 17F.070, SMC.
 - 2. In addition to periodic inspections, the code enforcement department may conduct cause-based inspections upon its receipt of a complaint of violations of the existing building and preservation code or for violations of any provision of the residential landlord-tenant act ("RLTA") or in response to a tenants' report of possible violations or by making inspection requests pursuant to state law.
- B. Code enforcement shall not impose a fee or charge onto landlords or tenants for the cost of the inspection itself.

Section 10.57.040 Proactive code enforcement.

- A. Purpose and Intent.
 - 1. The purpose of a proactive code enforcement program is to address the issue of substandard rental properties, promote greater compliance with health and safety standards and preserve the quality of neighborhoods and available housing.
 - 2. The program achieves compliance of health, safety and welfare code violations in/on residential rental properties that are a threat to the occupant's safety, structural integrity of the building, and a negative impact on the surrounding neighborhoods.
- B. Program requirements.
 - 1. The proactive code enforcement program shall be funded via the code enforcement fund established by SMC 07.08.139.
 - 2. Code Enforcement will continue to provide inspections and reports authorized under state law at tenant request at no charge to landlords or tenants.

Section 10.57.050 Universal Background and Credit Checks

- A. Purpose and Intent.

1. The screening of a prospective tenant's rental history, financial history, and criminal background is a common aspect of renting residential real property.
2. While tenants usually pay a fee associated with this screening each time they apply for a unit, state law requires that fees collected can only cover the actual cost of screenings performed. Multiple applications for rental housing currently require prospective tenants to pay multiple fees which can be burdensome to prospective tenants, especially in a tight rental market, and in any event do not provide any financial benefit to landlords.
3. The intent of this section is to ensure landlords get the data they need to make an informed decision about a prospective tenant, while ensuring that prospective tenants are not unduly burdened by the need to pay multiple background and credit check fees.

C. Universal background and credit checks

1. No later than one hundred twenty (120) days from the effective date of this section, the City of Spokane's department of neighborhood services and code enforcement shall publish a request for qualifications ("RFQ") from organizations that have the capability to provide certified universal background and credit checks.
2. The content of the report would be decided by the City of Spokane upon the recommendation of an advisory group that would include representatives from the landlord, tenant and social services housing organizations, but at a minimum would not share arrest/conviction data older than one year except for crimes of sex and violence.
3. All universal background and credit checks conducted under this section shall be valid for sixty (60) days from the date of issuance, and, beginning on January 1, 2024, and except as otherwise provided in this section, all landlords renting residential real property located in Spokane shall be required to accept the universal background and credit check report when making decisions concerning whether to rent to a prospective tenant.
4. Prospective tenants are responsible for paying the fee for the universal background and credit check.
5. Notwithstanding the remainder of this section, landlords may use a background and credit screening service other than the universal background and credit check service established by this section, but shall not impose any fee on a prospective tenant for doing so.

Section 10.57.060 Residential rental property mitigation fund.

- A. The department of neighborhood services and code enforcement shall operate a rental property mitigation program, which is intended to assist in the repair of residential rental properties that are damaged during a tenancy involving a government or nonprofit operated program to provide housing support to low income individuals, and through no fault of the landlord.

- B. The department of neighborhood services and code enforcement is authorized to establish public rules for the operation of the rental property mitigation fund, and shall publish and accept public comment on such rules for sixty (60) days prior to the effective date of the rules for the program.
- C. The City's fund will be supplemental to any similar state or federal program and will only be used after the applicant has completed a timely and complete application for those funds, exhausted the tenant's damage deposit, and still has not been fully compensated for the damage.

Section 10.57.070 Legal Services and Relocation Fund

- A. City of Spokane would invest in attorney services for tenant legal services, with a focus on habitability and violations of the Residential Landlord Tenant Act issues. The city investment would provide seed money for first year of salary and benefits for an attorney and then legal fees from successful cases would sustain the attorney(s) for the long term.
- B. Program requirements:
 - 1. Focus on units that clearly fall below standard of habitability in consultation with Code Enforcement and violations of the RLTA.
 - 2. Provide prompt relocation funds from City directly to tenant once it appears that landlord will likely be liable under state law and then collect from the landlord and any settlement funds a reimbursement to the relocation funds used to fund the attorney positions.
 - 3. Build capacity for needed service.

Section 10.57.080 Anti-retaliation protections

- A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues or organizing as tenants. State law provides some protection against retaliation, but the City of Spokane intends to provide additional protections.

- B. Prohibition on retaliation.
 - 1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise, rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.
 - 2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.

3. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, the Washington Law Against Discrimination, and Title 18 of the Spokane Municipal Code.

Section 2. That section 07.08.139 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.139 Code Enforcement Fund

- A. There is established a special revenue fund entitled “code enforcement fund” into which shall be paid all revenues derived from code enforcement operations and seventy-five percent of all landlord registration business license fees received by the City.
- B. As provided in the annual budget, the code enforcement fund is appropriated to salaries and wages, maintenance and operations, debt service and capital improvements. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 3. That there is enacted a new section 07.08.145 of the Spokane Municipal Code to read as follows:

Section 07.08.145 Universal Background and Credit Check Fund

- A. There is established a special revenue fund entitled the “universal background and credit check fund.”
- B. As provided in the annual budget, the universal background check fund is appropriated to contractual services for the operation of the universal background and credit check program which is established by SMC 10.57.050. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 4. That there is enacted a new section 07.08.150 of the Spokane Municipal Code to read as follows:

Section 07.08.150 Residential rental property mitigation fund

- A. There is established a special revenue fund entitled the “residential rental property mitigation fund” into which shall be paid ten percent of all landlord registration fees received by the City.
- B. As provided in the annual budget, the “residential rental property mitigation fund” is appropriated to provide for payment of repairs to units of residential real property in Spokane which are damaged during a residential tenancy and not

due to the fault of the landlord, as established by SMC 10.57.060. The city council may also provide for additional revenues to be paid into such fund from time to time from any available funds of the City.

Section 5. That section 08.01.160 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.160 Multiple Businesses or Locations

- A. Except as otherwise provided in this paragraph, when a registrant operates two or more businesses in the City, or two or more business locations within the City, whether or not related, a separate City business registration is required for each business or business location. For purposes of this paragraph, a single registrant that is in the business of renting three or fewer residential real property units in Spokane is deemed to have one business location in Spokane. For purposes of this paragraph, a single registrant that is in the business of renting more than three residential real property units in Spokane is required to register each residential real property unit in excess of three as required in SMC 10.57.020(B).
- B. If a single business has at least one permanent location in the City and also conducts business on a temporary or seasonal basis from temporary or mobile locations, such as from portable stands or vehicles, the registrant must obtain a secondary location registration for each such location or stand or vehicle directly from the City as provided in SMC 8.01.070.
 - 1. To the extent such temporary or mobile activities include those activities defined in SMC 10.40.010 (Itinerant Vendor Designation) the requirements of that chapter shall also apply.
 - 2. The chief of police may temporarily suspend or relocate a secondary location registration allowing business activity on or adjacent to a public street or other public place within the boundaries of a permitted special event under chapter 10.39 SMC when such business activity may conflict with the special event.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	City Council President Beggs (509) 625-6254 Nicolette Ocheltree (509) 625-6711
Contact Email	bbeggs@spokanecity.org ; nocheltree@spokanecity.org
Council Sponsor(s)	City Council President Beggs; Council Member Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	Landlord/Tenant Ordinance
Summary (Background)	<p>An ordinance establishing a local program for assisting landlords and tenants in Spokane; enacting a new chapter 10.60 and new sections 07.08.145 and 07.08.150; and amending sections 07.08.139 and 08.01.160 of the Spokane Municipal Code.</p> <p>A Landlord and Tenant workgroup has been engaged in discussions with Council Members for several years and this proposed ordinance is a reflection of some of the key issues and needs identified by stakeholders:</p> <ul style="list-style-type: none"> • Universal background and credit checks • Proactive code enforcement • Requiring business licenses for Landlords • Residential rental property damage mitigation fund • Legal services and relocation fund • Anti-retaliation protections
Proposed Council Action & Date:	Briefed at Urban Experience on November 14 th ; Moving out of Committee with two sponsors on November 14 th ; Filed on OnBase on November 15 th ; Briefed on the Advanced City Council Agenda on November 21 st ; First Reading on the Current City Council Legislative Agenda on November 28 th ; Final Reading (and Council Vote) on the Current City Council Agenda on December 5 th
Fiscal Impact: Total Cost: 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:

Fees from the business licenses will help to provide funding to some of the measures outlined in this ordinance. The following funds are being created by this ordinance:

Residential Rental Property Mitigation Fund; Legal Services and Relocation Fund; Universal Background and Credit Check Fund; Code Enforcement Fund

Expense Occurrence ☐ One-time ☒ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This would have a positive impact on historically excluded communities by making it easier for individuals to apply for new rental units, move when they are priced out of their current or former rental units, understand and exercise their tenant rights without fear of retaliation, and live in units that are being proactively monitored by code enforcement to ensure the habitability and improve the overall health and safety of their residence.

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

The traditional methods of data collection, analyzation, and reporting shall be implemented. Ideally, the requirement for landlords to obtain a business license will effectively create a Rental Registry which should theoretically make it easier for data collection and analysis. If there are further needs for a more robust method of addressing this, please bring these issues to the discussion during briefing and before this ordinance goes to a vote.

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

The traditional methods of data collection, analyzation, and reporting shall be implemented. Moreover, the Manager of Housing and Homelessness Initiatives will report back to Council, upon request, with updates based on their understanding and analysis of the effectiveness of the policy as implemented and suggest policy amendments or adjustments as needed. If there are further needs for a more robust method of addressing this, please bring these issues to the discussion during briefing and/or before this ordinance goes to a vote.

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 does not conflict with any of the above and supports actions as described in the Housing Action Plan.

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

11/28/2022

Date Rec'd

11/16/2022

Clerk's File #

ORD C36331

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

ZACK ZAPPONE X6256

Contact E-Mail

ZZAPPONE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 - ORDINANCE CAPPING 3RD PARTY DELIVERY FEES

Agenda Wording

An Ordinance relating to regulation of food delivery platform fees, adopting a new chapter 10.57 of the Spokane Municipal Code.

Summary (Background)

Food delivery platforms charge restaurants commission fees for the use of their services, such as the facilitation and pick-up of delivery food and/or beverage orders. Third party delivery platform fees total up to thirty percent or more of the price of the food or beverage order, which drastically impacts restaurant profits. This ordinance would provide regulatory requirements and would cap the delivery fees at fifteen percent, with possible exemptions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

ALLERS, HANNAHLEE

Division Director**Finance****Legal****For the Mayor****Additional Approvals****Purchasing****Council Notifications****Study Session\Other**

11/14 Urban Experience

Council Sponsor

CM Zappone; CM Kinnear

Distribution List

zzappone@spokanecity.org

jgunn@spokanecity.org

jgunn@spokanecity.org

ORDINANCE NO. C-36331

An Ordinance relating to regulation of food delivery platform fees, adopting a new chapter 10.57 of the Spokane Municipal Code.

WHEREAS, a primary purpose of city government is protecting the health, safety, and welfare of its residents; and

WHEREAS, restaurants are vital to the character and community fabric of Spokane, reflecting and nurturing the cultural diversity of the community; Spokane has 1,239 active business licenses for restaurants, caterers, and other businesses in the food industry; and

WHEREAS, restaurants offer access to food as well as social connection; many City residents are eager to support the local economy by ordering food or beverages from restaurants using third party delivery platforms; and

WHEREAS, food delivery platforms charge restaurants commission fees for use of their services, such as the facilitation of pick-up and delivery of food or beverage orders; and

WHEREAS, sometimes such third party delivery platform fees total up to 30 percent or more of the price of the food or beverage order, drastically impacting restaurant profits; and

WHEREAS, the average net profit margin for a restaurant is four percent of the total order value; and

WHEREAS, beginning in early 2020, to reduce the spread of Covid-19 and protect public health, the governor of Washington state issued a series of restrictions on indoor dining capacity that caused Spokane restaurants to rely more on takeout and delivery to serve customers; and

WHEREAS, on November 25, 2020, the Washington governor enacted Proclamation 20-76, prohibiting food delivery platforms from charging restaurants, or similar food establishments, a delivery fee totaling more than 15 percent of the purchase price of an online order or a total fee amount for the use of all food delivery platform services totaling more than 18 percent of the purchase price of an online order; and

WHEREAS, on June 21, 2021, the Washington governor rescinded Proclamation 20-76 in anticipation of easing restrictions on indoor dining capacity and other activities on June 30, 2021, while remaining in a state of emergency; and

WHEREAS, the use of food delivery platforms by consumers is predicted to continue growing and many restaurants have limited bargaining power to negotiate

lower commission fees due to the limited number of such platforms in the marketplace; and

WHEREAS, from May 2018 through May 2022 data shows that sales for food pick-up and delivery services have grown eight percent year over year, with three platforms providing service to 96 percent of U.S. meal delivery sales in May 2022; and

WHEREAS, 77 percent of restaurants offer services through food delivery platforms, food delivery platforms account for 21 to 30 percent of current restaurant sales, and continued growth is expected at a rate of eight percent each year through 2026; and

WHEREAS, the Washington Hospitality Association reports that the average full-service restaurant in Washington incurred \$160,000 in debt because of the Covid-19 pandemic, an amount equivalent to more than three years of profit based on industry averages, and nearly 2,500 restaurants closed across Washington during the pandemic; and

WHEREAS, nationally, food delivery platforms offer delivery services, the most logistically demanding and resource-intensive service, for a baseline of 15 percent of the purchase price of food or beverage orders, with additional services such as marketing opportunities to increase sales at a higher cost of up to 25 to 30 percent, and

WHEREAS, recognizing the ongoing need to protect the interests of restaurants and consumers, other jurisdictions, including Seattle, Minneapolis, New York City, Philadelphia, and San Francisco, have passed ordinances permanently capping delivery service fees and establishing other regulations for food delivery platforms; and

WHEREAS, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety, and welfare by eradicating the unequal bargaining dynamic between food delivery platforms and restaurants.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That new chapter entitled “Third Party Delivery Fees” 10.57 is adopted into title 10 of the Spokane Municipal Code to read as follows:

10.57.010 Scope and Purpose

This chapter applies to all food delivery platforms operating within the City of Spokane. The purpose of this chapter is to require that food delivery platforms establish an agreement with restaurants prior to offering pick-up or delivery from such restaurants on the food delivery platform and delivering orders from such restaurants to consumers. The establishment of such agreements will result in predictable and transparent business transactions that protect the interests of the City’s consumers and restaurants.

As more consumers choose pick-up and delivery rather than in-house dining, establishing food delivery platform fee caps is critical for restaurants to stay open and flourish. The availability of reasonably priced options for delivery services will support a vibrant and diverse restaurant scene where restaurants can thrive and respond to the evolving consumer needs and interests. This chapter seeks to eliminate the unequal bargaining power in the negotiation between restaurants and food delivery platforms; assisting restaurants that would be less likely to stay in business under the weight of high fees for delivery services.

It is in the public's interest to maximize restaurant revenue from pick-up and delivery orders to help these businesses earn a profit, support a diverse and healthy workforce, and continue contributing to the vitality of the local economy and community. As the use of food delivery platform services grows and evolves, clarifying requirements for agreements between food delivery platforms and restaurants and establishing permanent yet flexible caps on delivery service fees charged to restaurants will accomplish the legitimate government purpose of easing the financial burden on the struggling restaurant industry. Requiring food delivery platforms to retain records on food delivery platform agreements and charges will support the City's efforts to verify compliance with food delivery platform requirements in accordance with this chapter.

10.57.020 Definitions

- A. "Agreement" means a written contract between a restaurant and a food delivery platform.
- B. "Business" means any individual, firm, corporation, association, partnership, governmental entity, or their agents.
- C. "Consumer" means any person or persons purchasing a food or beverage order from a restaurant using a food delivery platform.
- D. "Delivery services" means services provided by a food delivery platform that (1) list the restaurant and make the restaurant discoverable on the food delivery platform's modalities or platforms and (2) facilitate or perform delivery of food or beverage orders to any location within City of Spokane limits. Delivery services do not include other services that may be provided by food delivery platforms to restaurants, including but not limited to advertising services, search engine optimizations, business consulting, or credit card processing.
- E. "Fee" means any fee, commission, cost, or monetary payment charged to restaurants or consumers by food delivery platforms.
- F. "Food or beverage order" means an order for food, beverages, or food and beverages from a restaurant that a consumer places through a food delivery platform for pick-up or delivery to any location within City of Spokane limits.

- G. "Food delivery platform" means a business, other than a restaurant, that (1) provides a means through which a consumer may submit a food or beverage order to a restaurant and (2) facilitates, performs, or facilitates and performs pick-up of the order from the restaurant by the consumer or delivery of the order from the restaurant to the consumer.
- H. "Purchase price" means the menu price of an online order, excluding taxes, gratuities, or any other fees that may make up the total cost to the customer of a food or beverage order.
- I. "Restaurant" means a business in which food or beverage, or both, are prepared and service is provided for individual consumption either on- or off-premise, and in which any service of alcoholic beverages is accessory to the service of food.
- J. "Written" means a printed or printable communication in physical or electronic format, including but not limited to a communication that is transmitted through email, text message, or a computer or mobile system, or that is otherwise sent and maintained electronically.

10.57.030 Agreement required

- A. A food delivery platform shall not offer consumers pick-up or delivery services from a restaurant, or charge a restaurant any fee for services related to pick-up or delivery services, without first obtaining an agreement with the restaurant expressly authorizing the food delivery platform to take orders and offer delivery or pick-up of the food or beverage orders prepared by the restaurant.
- B. A food delivery platform shall not impose, by agreement or other means, any restrictions on the prices that a restaurant may charge for food or beverage orders, whether sold through the food delivery platform, sold directly from the restaurant, or sold through any other means.
- C. The agreement required pursuant to subsection (A) of this section shall be terminated upon the restaurants written request to the food delivery platform. The food delivery platform shall remove the restaurant from its list of participating restaurants within three business days of receiving the request for termination.

10.57.040 Fees and charges

- A. As part of the agreement between restaurants and food delivery platforms required pursuant to section 10.57.030, food delivery platform shall not charge a restaurant a fee for delivery services to any location within City of Spokane limits that totals more than 15 percent of the purchase price of each food or beverage order.

B. Exceptions:

1. The provisions of this ordinance shall not limit the ability of any restaurant to choose to pay a higher commissioner or supplemental fee to access additional advertising or other products and services offered by any food delivery platform.
2. The limits on fees in (A) of this subsection will not apply to a food delivery platform that offers licensed food establishments the option to obtain delivery services for a total fee that does not exceed 15% of the purchasing price of each online order. This provision allows food delivery platforms to provide services to a restaurant with fees that exceed the 15% limit, so long as food delivery platforms also provide restaurants the option of obtaining delivery services that do not exceed the 15% fee limit.
3. Food delivery platforms are prohibited from refusing to provide service to a restaurant based solely on the restaurant's decision to select the 15% fee option for delivery services.

10.57.050 Food delivery platform records

Food delivery platforms shall retain records that document compliance with this chapter for a period of two years. Records may be kept electronically.

10.57.060 Violation and penalty

- A. It is a violation of this chapter to fail to comply with any provision of this chapter.
- B. Violation of this chapter by any business is a Class 1 Civil Infraction and subject to the penalties set forth in chapter 1.05 SMC.
- C. Each day of a continuing violation is a separate offense.

10.57.070 Severability

The provisions of this chapter are declared to be separate and severable. If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

[URBAN EXPERIENCE COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Zack Zappone 6256
Contact Email	zzappone@spokanecity.org , jgunn@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear, Councilmember Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 mins
Agenda Item Name	Capping 3 rd Party Delivery Fees Ordinance
Summary (Background)	<p>Food delivery platforms charge restaurants commission fees for the use of their services, such as the facilitation and pick-up of delivery food and/or beverage orders.</p> <p>Third party delivery platform fees total up to thirty percent or more of the price of the food or beverage order, which drastically impacts restaurant profits.</p> <p>Recognizing the ongoing need to protect the interests of restaurants and consumers, other jurisdictions, including Seattle, Minneapolis, New York City, Philadelphia, and San Francisco, have passed ordinances permanently capping delivery service fees and establishing other regulations for food delivery platforms.</p> <p>This ordinance would provide regulatory requirements and would cap the delivery fees at fifteen percent, with possible exemptions.</p>
Proposed Council Action & Date:	Vote to approve on Nov. 28 th
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 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:
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>			