

CITY OF SPOKANE



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 April 24, 2023, 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 April 24, 2023:

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: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2494 674 2985; 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, April 24, 2023. 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 public testimony on legislative items (two minutes for open forum)!**

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, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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 maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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. City employees 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 while in uniform; 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 and avoiding unlawful harassment 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 24, 2023

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 at the public microphone shall verbally identify themselves by their true first and last 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.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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 Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Design Review Board – Community Assembly Liason – One Appointment (Deferred from March 27, 2023, Agenda)	Confirm	CPR 1993-0069
Community, Housing, and Human Services Board – Three Appointments	Confirm	CPR 2012-0033
Bicycle Advisory Board – One Appointment	Confirm	CPR 1992-0059

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|---------------|
| 1. Purchases from Western States CAT (Spokane) of one CAT backhoe and one CAT loader for the Fleet Services Department to replace units that have reached the end of their economic lives—\$400,431.05 (incl. tax). (Council Sponsor: Council Member Stratton) | Approve | OPR 2023-0420 |
| Rick Giddings | | |
| 2. Pre-approval to purchase/lease 16 units for various departments to allow the City to purchase the units at the time they become available and to avoid price | Approve | OPR 2023-0421 |

increases from the time a quote is received—\$1,695,000. (Council Sponsor: Council Member Stratton)

Rick Giddings

- 3. **Contract Assignment and Assumption with Proclaim Liberty (Spokane) for utility infrastructure improvements at Liberty Park Terrace Apartments utilizing Connecting Housing to Infrastructure Program (CHIP) Grant funds—\$680,461. (Council Sponsors: Council President Beggs and Council Member Bingle)** **Approve** **OPR 2022-0581**
Nate Sulya
- 4. **Agreement with Better Health Together (Spokane) to administer the Youth Homeless Demonstration Project Planning Grant—\$134,879. (Council Sponsor: Council Member Zappone)** **Approve** **OPR 2023-0422**
Jenn Cerecedes
- 5. **Multiple Family Housing Property Tax Exemption Conditional Agreements with:** **Approve All**
 - a. **Jordan Bensen-Piscopo for the future construction of approximately 21 units, at Parcel Numbers 35294.1814 and 35294.1815, commonly known as 713 East 29th Avenue.** **OPR 2023-0423**
 - b. **Grandview-Washington, LLC for the future construction of approximately 4 units, at Parcel Number 35342.2425 commonly known as 3508 East 34th Avenue.** **OPR 2023-0424**
 - c. **Grandview-Washington, LLC for the future construction of approximately 348 units, at multiple parcel numbers commonly known as 3000 West 14th Avenue.** **OPR 2023-0425**

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

Teri Stripes

- 6. **Consultant Contract Amendment with Stantec Consulting Services, Inc. (Spokane) for the Northeast Environmental Protection Agency Community Wide Assessment grant to include American Rescue Plan Act funding to leverage and expand the subarea plan for this area from June 30, 2023, through December 30, 2026—\$330,791.91. (Council Sponsors: Council Members Cathcart, Bingle, and Kinnear)** **Approve** **OPR 2020-0603**

Tim Thompson

- | | | | |
|-----|--|------------------------|-------------------------------|
| 7. | <p>Consultant Agreement with GeoEngineers, Inc. (Spokane) for Part 12d Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase 1—\$108,600 (plus tax, if applicable). (Council Sponsors: Council Members Stratton and Zappone)
 Seth McIntosh</p> | Approve | OPR 2023-0426
RFQu 5820-23 |
| 8. | <p>Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department’s Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft software licenses, and adding four additional CAD mobile licenses for use by the Spokane Fire Department from May 1, 2023 through April 30, 2024—approximately \$92,931.34 (incl. tax). (Council Sponsors: Council Members Cathcart and Kinnear)
 Brandon Childs</p> | Approve | OPR 2021-0257 |
| 9. | <p>Master Contract Renewal 2 of 2 with Camtek, Inc. (Spokane) for camera/video management software and access control systems installation and maintenance for Asset Management from January 1, 2023, through December 31, 2023—\$350,000 (incl. tax). (Council Sponsor: Council Member Stratton)
 Dave Steele</p> | Approve | OPR 2020-0067
RFP 5181-19 |
| 10. | <p>One-year Value Blanket Renewal 2 of 2 with Camtek, Inc. (Spokane) for all hardware and software licensing and/or maintenance they provide from March 1, 2023, through December 31, 2023—\$295,000. (Council Sponsor: Council Member Stratton)
 Dave Steele</p> | Approve | OPR 2019-0073 |
| 11. | <p>Report of the Mayor of pending:</p> | Approve &
Authorize | |
| | <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> | Payments | CPR 2023-0002 |
| | <p>b. Payroll claims of previously approved obligations through _____, 2023: \$_____.</p> | | CPR 2023-0003 |
| 12. | <p>City Council Meeting Minutes: _____, 2023.</p> | Approve
All | CPR 2023-0013 |

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0030 Nominating the Spokane area to the State's Department of Health to be designated a Health Equity Zone. (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)
Alex Gibilisco

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for April 24, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The April 24, 2023, Regular Legislative Session of the City Council is adjourned to May 1, 2023.

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

NOTES

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

03/27/2023

<u>Date Rec'd</u>	3/15/2023
<u>Clerk's File #</u>	CPR 1993-0069
<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 DESIGN REVIEW BOARD - COMMUNITY ASSEMBLY LIAISON

Agenda Wording
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen term: 3 year, 1/1/2023 - 12/31/2025

Summary (Background)
 0520 Appointment to Design Review Board - Community Assembly Liaison Kris Hansen, term: 3 year, 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	kmccollim@spokanecity.org	
<u>Additional Approvals</u>		pstriker@spokanecity.org	
<u>Purchasing</u>			

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

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	CPR 2012-0033
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO COMMUNITY, HOUSING, AND HUMAN SERVICES BOARD - BOWERS

Agenda Wording

0520 Appointment to Community, Housing, and Human Services Board Casey Bowers term: 3 year 5/1/2023-5/1/2026

Summary (Background)

0520 Appointment to Community, Housing, and Human Services Board Casey Bowers term: 3 year 5/1/2023-5/1/2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	KIRK, JESSICA
Division Director	
Finance	
Legal	
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	
Council Sponsor	
Distribution List	
	jkirk@spokanecity.org
	jrathbun@spokanecity.org

Additional Approvals

Purchasing	

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

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	CPR 2012-0033
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO COMMUNITY, HOUSING, AND HUMAN SERVICES BOARD - EDWARDS

Agenda Wording

0520 Appointment to Community, Housing, and Human Services Board David Edwards term: 3 year 5/1/2023-5/1/2026

Summary (Background)

0520 Appointment to Community, Housing, and Human Services Board David Edwards term: 3 year 5/1/2023-5/1/2026

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

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

Approvals

Dept Head	KIRK, JESSICA
Division Director	
Finance	
Legal	
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	
Council Sponsor	
Distribution List	
	jkirk@spokanecity.org
	jrathbun@spokanecity.org

Additional Approvals

Purchasing	

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

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	CPR 2012-0033
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO COMMUNITY, HOUSING, AND HUMAN SERVICES BOARD - HOPE

Agenda Wording

0520 Appointment to Community, Housing, and Human Services Board Leslie K. Hope term: 3 year 5/1/2023-5/1/2026

Summary (Background)

0520 Appointment to Community, Housing, and Human Services Board Leslie K. Hope term: 3 year 5/1/2023-5/1/2026

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account**Approvals**

Dept Head	KIRK, JESSICA
Division Director	
Finance	
Legal	
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	
Council Sponsor	
Distribution List	
	jkirk@spokanecity.org
	jrathbun@spokanecity.org

Additional Approvals**Purchasing**

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

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	CPR 1992-0059
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JESSICA KIRK 5097206262
Contact E-Mail	JKIRK@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT TO BICYCLE ADVISORY BOARD

Agenda Wording
 0520 Appointment to Bicycle Advisory Board Karim Habib term: 3 year 5/1/2023 - 5/1/2026

Summary (Background)
 0520 Appointment to Bicycle Advisory Board Karim Habib term: 3 year 5/1/2023 - 5/1/2026

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Select \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	KIRK, JESSICA	Study Session\Other	
Division Director		Council Sponsor	
Finance		Distribution List	
Legal		jkirk@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	cquinnhurst@spokanecity.org	
Additional Approvals			
Purchasing			



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/11/2023
Clerk's File #	OPR 2023-0420
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT #032119-CAT
Requisition #	20282 & 20283

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

Agenda Wording
 Approve purchase of one (1) CAT Backhoe and one (1) CAT Loader from Western STATES CAT, Spokane, WA - estimated expenditure \$400,431.05 including tax

Summary (Background)
 The Street Department would like to purchase a CAT 420XE Backhoe and a CAT 926M Loader from Western States CAT, Spokane WA using Sourcewell Contract #032119-CAT. These pieces of equipment will replace units that have reached the end of their economic life.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Expense \$ 400,431.05	# 5110-71700-94000-56404	
Select \$	#	
Select \$	#	
Select \$	#	

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	UE - 4/10/23
Division Director	WALLACE, TONYA	Council Sponsor	CM Stratton
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	BEATTIE, LAUREN	tprince@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing	PRINCE, THEA		

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Approval to purchase a Caterpillar Backhoe & Loader
Summary (Background)	
*use the Fiscal Impact box below for relevant financial information	
Proposed Council Action	Approval
Fiscal Impact Total Cost: <u>\$400,000.00</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: Fleet Replacement Funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Net savings due to lower cost of substituted vehicles	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data to compare lifecycle costs and fuel efficiency.	
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? Aligns with Capital Improvement Plan.	



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0421
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	RE 20277, 20278, 20279, 20280, 20281, 20284

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET PRE-APPROVAL TO PURCHASE 16 UNITS

Agenda Wording

Fleet Services would like to receive pre-approval to purchase/lease 16 units for various departments. We have seen across the board monthly price increases ranging from 2% - 5% on units. We have also seen ordering banks closing 80% sooner.

Summary (Background)

Receiving pre-approval on the purchase/lease of these 16 units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time quote is received. These units will replace units that have reached the end of their economic life. Funding for these is included in the department budgets. See attached list.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 1,695,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals

Dept Head GIDDINGS, RICHARD

Division Director WALLACE, TONYA

Finance ORLOB, KIMBERLY

Legal BEATTIE, LAUREN

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other UE 4/10/23

Council Sponsor CM Stratton

Distribution List

tprince@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgidding@spokanecity.org 625-7706
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 PURCHASE OF 16 VEHICLES AND EQUIPMENT
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to receive pre-approval to purchase/lease 16 units for various departments. We have seen across the board monthly price increases ranging from 2% - 5% on units. We have also seen ordering banks closing 80% sooner than they typically have. Receiving pre-approval on the purchase/lease of these 16 units will allow us to purchase/lease the units as they become available for purchase/lease and also allow us to avoid some of these price increases from the time quote is received. These units will replace units that have reached the end of their economic life. We recommend approval for the purchase/lease of 16 units. Funding for these is included in the department budgets. Please see attached list.
Proposed Council Action	Approve pre-approval
Fiscal Impact Total Cost: <u>\$2,000,000.00</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: Various Department Replacement Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No Impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be collected by Fleet in order to analyze and compare lifecycle cost and fuel efficiency.	
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? Aligns with Capital improvement Plan and Fleet Policy.	

Committee Agenda Sheet

2023 Pre-Approval of purchased/leased vehicles and equipment

VEHICLE	DEPT	QTY	ESTIMATED COST (EACH)	PURCHASE OR LEASE
6-Wheel Flush Truck/Deicer	Street RE 20277	2	\$340,000	Purchase
Freightliner M2 Chassis or similar Chassis for Construction Panel Van	Sewer	1	\$170,000	Purchase
Small AWD Electric/Hybrid vehicles or similar – TBD	Water RE 20284	5	Not to exceed \$150,000 total	Purchase or Lease
Elgin Mechanical Sweeper	Street RE 20278	1	\$450,000	Purchase
Ford F550 Flatbed	Street RE 20279	1	\$90,000	Purchase
Ford F450 Flatbed	Street RE 20280	1	\$85,000	Purchase
Ford F350 4x4	Street RE 20281	1	\$70,000	Purchase



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/4/2023
Clerk's File #	OPR 2022-0581
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	NATE SULYA 625-6988
Contact E-Mail	NSULYA@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 - ASSIGNMENT OF CHIP GRANT FUNDS FOR UTILITY INFRASTRUCTURE

Agenda Wording
 Assigning CHIP grant to Proclaim Liberty for utility infrastructure improvements at Liberty Park Terrace.

Summary (Background)
 In February 2022, the City was awarded a CHIP grant to fund utility infrastructure improvements for Liberty Park Terrace Phase 2 Apartments (owner Proclaim Liberty) to provide affordable housing units. Liberty Park Terrace Phase 2 is currently developing and constructing 54 units. This CHIP grant will be used to pay for utility improvements needed to connect those units to the City's water and sewer systems. The City is pre-approved by the Dept. of Commerce to assign administration of the grant.

Lease? NO	Grant related? YES	Public Works? YES
Fiscal Impact		Budget Account
Expense \$ 680,461.00		# 4250-98864-99999-33442-10163
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	DAVIS, MARCIA	Study Session\Other	PIES 2/27/23
Division Director	FEIST, MARLENE	Council Sponsor	CM Beggs/CM Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET		
For the Mayor	PERKINS, JOHNNIE	eraea@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing		nsulya@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	mdavis@spokanecity.org	
		eschoedel@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM
Contact Name	Nate Sulya
Contact Email & Phone	nsulya@spokanecity.org & 509-625-6988
Council Sponsor(s)	CP Beggs & CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CHIP Grant Assignee
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In February 2022, the City was awarded a Connecting Housing to Infrastructure Program (CHIP) grant. This grant is to fund utility infrastructure improvements for Liberty Park Terrace Phase 2 Apartments (owned by Proclaim Liberty) to provide affordable housing units.</p> <p>Liberty Park Terrace Phase 2 is currently developing and constructing 54 units. This CHIP grant will be used to pay for utility improvements needed to connect those units to the City's water and sewer systems.</p> <p>The City is pre-approved by the Dept. of Commerce to assign administration of the grant award to Proclaim Liberty.</p>
Proposed Council Action	The assignment agreement will be brought to city council for approval. Council action expected on 3/13/2023.
Fiscal Impact	
Total Cost: <u>\$0</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Dept. of Commerce CHIP Grant	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A - Grant award was \$680,460 and requires no match.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
<i>Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters in Spokane's Perry District, for a period of at least 25 years, as a condition of receiving the Grant.</i>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
<i>Proclaim Liberty will be required to report on basic income, racial, and ethnic data for all renters once the project is completed. These reporting requirements will be a condition of public funding of the project.</i>	

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

City staff and other public funders of the project are required to review and monitor client eligibility (income and other funder requirements) annually.

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?

Liberty Park Terrace Phase II builds new units of affordable housing for low-mod-income renters. This project aligns with multiple housing priorities, and the housing emergency declaration.



City of Spokane
**CONTRACT ASSIGNMENT &
ASSUMPTION**

This Contract Assignment & Assumption is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, as "**Assignor**", whose address is 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and **Proclaim Liberty**, a Washington nonprofit corporation, whose address is 601 West Main Avenue, Suite 400, Spokane, Washington 99201-0613, as "**Assignee**", individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Washington State Department of Commerce (Commerce) and the Assignor entered into a Contract on August 3, 2022 (OPR 2022-0581), wherein Commerce awarded a Connecting Housing to Infrastructure Program Grant (CHIP) to support the development of affordable housing and infrastructure improvements related to Liberty Park Terrace Apartments; and

WHEREAS, Assignor, the City of Spokane, as a municipal corporation is the sponsor of the affordable housing project for purposes of receiving the CHIP grant; and

WHEREAS, Paragraph 8 of the General Terms and Conditions provides "For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner."; and

WHEREAS, the Assignor desires to assign the Contract to the Assignee in full and Assignee accepts and assumes all terms and conditions as stated in the CHIP grant OPR 2022-0581, a copy of which is attached hereto as Exhibit 'A'.

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

1. ASSIGNMENT & ASSUMPTION.

- A. For value received, the Assignor assigns, transfers and conveys all of its rights, title and interest under OPR 2022-0581, attached hereto as Exhibit 'A', to the Assignee effective January 1, 2023.
- B. The Assignee accepts the Assignment and agrees to assume all requirements and contractual rights and liabilities under OPR 2022-0581, to include without limitation, Assignee

assumes all requirements and contract terms to flow to Assignee’s subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions.

2. CONSENT OF THE STATE.

The State has preapproved the CHIP Grant to be assigned in full by the City to its affordable housing partner, **Proclaim Liberty**.

3. ALL TERMS INCORPORATED.

All terms of the CHIP Grant, OPR 2022-0581, attached hereto as Exhibit ‘A’ are incorporated into this Assignment and Assumption Agreement, and the capitalized terms in the attached agreements shall have the same meaning in this Assignment and Assumption Agreement.

4. BINDING ON SUCCESSORS.

This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

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 Assignment by having legally-binding representatives affix their signatures below.

ASSIGNOR – CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

ASSIGNEE – PROCLAIM LIBERTY

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

OPR 2022-0581 – CHIP Grant

U2023-001

Attachment



Agenda Sheet for City Council Meeting of:

08/15/2022

Date Rec'd	8/3/2022
Clerk's File #	OPR 2022-0581
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	MARCIA DAVIS 625-6398
Contact E-Mail	MDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0450 - CHIP GRANT FUNDING LIBERTY PARK TERRACE APARTMENTS

Agenda Wording

Connecting Housing to Infrastructure Program (CHIP) grant in the amount of \$680,461.00 for infrastructure improvements related to Liberty Park Terrace Apartments.

Summary (Background)

This Grant is to fund utility infrastructure for low-income housing projects. The grant was awarded to the City in February 2022 to administer the funds to reimburse Liberty Park Terrace Apartments II for construction of water, sewer, and stormwater improvements to the project. Liberty Park Terrace Phase II will provide 54 new affordable housing units for qualifying low-mod-income renters for a period of at least 25 years as a condition of receiving the grant.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Revenue \$ 680,461.00

Select \$

Select \$

Select \$

Budget Account

4250 98864 99999 33442 99999

#

#

#

Approvals

<u>Dept Head</u>	DAVIS, MARCIA
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 7/25
<u>Council Sponsor</u>	Beggs

Distribution List

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icmaccounting@spokanecity.org
mdavis@spokanecity.org
gdahl@spokanecity.org
publicworksaccounting@spokanecity.org

Additional Approvals

Purchasing

GRANTS, CONTRACTS & PURCHASING

MURRAY, MICHELLE



Capital Agreement with

City of Spokane

through

Connecting Housing to Infrastructure Program (CHIP)
using State Capital Funds

Purpose:

To support the development of affordable housing by paying for water, sewer, and stormwater infrastructure improvements connections for the second phase of the Liberty Park Terrace affordable housing project

Start date: July 1, 2021

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**Washington State Department of Commerce
Local Government Division, Growth Management Unit
Connecting Housing to Infrastructure Program (CHIP) Grant**

1. Grantee City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201		2. Project Address Liberty Park Terrace, Phase 2 1601 E. Hartson Avenue Spokane, WA 99202	
3. Grantee Representative Marcia Davis Principal Engineer (509)625-6398 mdavis@spokanecity.org		4. COMMERCE Representative Eric Guida Senior Planner (360)725-3044 eric.guida@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Grant Amount \$680,461	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of execution
		8. End Date June 30,2023	
9. Federal Funds (as applicable) \$680,461	Federal Agency US Dept. Treasury	ALN (CFDA #): 21.027	
10. SWV # WA0003S	11. UBI # 328-013-877	12. DUNS # 115528189	13. UNIQUE ENTITY ID # PDNCLY8MYJN3
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake the construction of water, sewer, and stormwater utility improvements for the second phase of the Liberty Park Terrace affordable housing project, as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Department of Commerce and Grantee acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages.			

FOR GRANTEE

DocuSigned by:

Nadine Woodward

Nadine Woodward, Mayor

8/17/2022 | 11:55 AM PDT

Date

APPROVED AS TO FORM ONLY

DocuSigned by:

Michael J. Piccolo

Mike Piccolo
Assistant City Attorney

8/11/2022 | 11:35 AM PDT

Date

ATTEST

DocuSigned by:

Jenni Pfister

Terri Pfister
City Clerk

8/29/2022 | 5:44 PM PDT

Date

City Seal



FOR COMMERCE

DocuSigned by:

Mark Barkley

Mark K. Barkley, Assistant Director, Local Government
Division

8/30/2022 | 6:06 PM PDT

Date

APPROVED AS TO FORM ONLY

Sandra Adix

Sandra Adix
Assistant Attorney General

March 31, 2022

Date

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name: City of Spokane
Grant Number: 22-96720-106

PROJECT INFORMATION

Project Name: Liberty Park Terrace Phase 2
Project City: Spokane
Project State: Washington
Project Zip Code: 99202

GRANT INFORMATION

Grant Amount:	\$680,461
Appropriation Number:	2021 Washington State Capital Budget SSB 1080, Section 1074
Re-appropriation Number (if applicable):	
Grant End Date:	June 30, 2023, if funds are not re-appropriated. Grant End Date may be extended contingent on reappropriation
Biennium:	2021-2023
Biennium Close Date:	June 30, 2023
Earliest Date for Reimbursement:	March 3, 2021
Time of Performance:	In accordance with Special Terms and Conditions Number 4

FUNDING INFORMATION

Federal Funding:	Sec. 602 Coronavirus State Fiscal Recovery Funds of Title VI of Social Security Act as added by American Rescue Plan Act of 2021 (ARPA or "Act"), Title IX, Subtitle M, Sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq.
Federal Award Agency:	US Department of Treasury
Amount of Federal Funds Obligated by this Action:	\$680,461

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

Extension of Grant Upon Reappropriation.

Notwithstanding General Term and Condition No. 4, the End Date of this Grant **may be extended upon written notice to Grantee from Commerce** for a period of time consistent with the effective date of any re-appropriation of funds, and/or with terms reflecting new Federal requirements for ARPA funds, if any. In Commerce's sole discretion, after review of any funding re-appropriation terms and applicable Federal law or guidance, a contract amendment in accordance with General Term and Condition No. 4 may be required to extend the End Date.

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1. AUTHORITY

Funding for this Grant has been provided in the 2021-2023 biennial state Capital Budget, SSB 1080, pursuant to Federal grants to Washington State under the American Rescue Plan Act of 2021 (ARPA or "Act"), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 et seq. The parties anticipate that funding under this Grant that is unexpended in the 2021-23 state biennium may be re-appropriated in future biennia, subject to Federal requirements.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Identification Number (FAIN): SLRF0002
Total amount of the federal award: \$680,461

Federal Awarding Agency: US Department of Treasury
Research & Development (R&D): award will not be used for R&D

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by grant awarded by the US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the America Rescue Plan Act, State and Local Fiscal Recovery Funds, Washington State Department of Commerce."

3. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

4. PERIOD OF PERFORMANCE, COSTS INCURRED, REIMBURSEMENT

- a) Period of Performance. The initial period of performance for this award begins on the date hereof and ends on June 30, 2023. If unexpended funds under this Grant are re-appropriated, the period of performance (Contract End Date) will be extended to not later than October 30, 2026.
- b) Costs Incurred Period. As set forth in Treasury's implementing regulations, Grantee may use funds awarded under ARPA to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024. Pursuant to Federal rules, a cost shall be considered to have been incurred if the Grantee has incurred an obligation with respect to such cost by December 31, 2024. All change orders for which reimbursement is requested must be executed on or before December 31, 2024.
- c) Reimbursement Period. All requests for reimbursement of eligible costs incurred between March 3, 2021 and December 31, 2024 payable from ARPA funds must be submitted to COMMERCE by the **earlier of** October 30, 2026 or 30 days prior to the Contract End Date.

5. COMPENSATION

COMMERCE shall pay an amount not to exceed the total contract amount listed on the contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

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6. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number listed on the contract Face Sheet.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or if work is not completed or Grant terminated, within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Additional Special Terms and Conditions set forth in the Declarations page above.

Each request for payment must be accompanied by:

- a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.
- Any documentation of costs, and prevailing wage as per section 8 of the Special Terms and Conditions and Attachment C, CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES.
- A reportable expenses form as detailed in Section 7 of Special Terms and Conditions, SUBCONTRACTOR DATA COLLECTION.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

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Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Withholding

At its sole discretion, COMMERCE may withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

7. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. HISTORICAL OR CULTURAL RESOURCES, HUMAN REMAINS

CHIP projects are subject to the requirements of Washington State Governor's Executive Order (GEO) 21-02 "Archaeological and Cultural Resources". CHIP Grantees will cooperate with Commerce to fulfill the requirements of GEO-21-02. Commerce will delegate consultation authority to the grantee by letter, and each project must complete the EZ-1 Form to comply with the [GEO 21-02](#). In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the Grantee or subcontractor shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the Grantee shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

1. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
2. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).
<https://facides.census.gov/Account/Login.aspx>

10. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE. Grantees should review section 14 of the Special Terms and Conditions for information on documenting that any subcontractors are not on the federal debarment list.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant 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.
- ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under contract to the Grantee. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Grantee as beneficiary.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Annually Grantee shall provide upon written request by COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

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12. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- B. Federal regulations applicable to this award include, but are not necessarily limited to the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - x. Prohibition on certain telecommunications and video surveillance services or equipment 2 CFR [§ 200.216](#).
- C. Statutes and regulations prohibiting discrimination applicable to this award include, but are not necessarily limited to the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

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- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. FEDERAL EXCLUSION

These terms add to the terms in Section 12 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Grantee also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to Commerce and to keep a copy on file with the Grantee's project records.

14. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Grant, the Grantee accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Grantee is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Grantee must remain registered in the SAM database after the initial registration. The Grantee is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Grantee shall provide evidence documenting registration and renewal of SAM registration to Commerce.

In the event of the Grantee's noncompliance or refusal to comply with the requirement stated above, Commerce reserves the right to suspend payment until the Grantee cures this noncompliance.

15. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

16. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement to assure affordability when the CHIP grant program contributed to the project, unless monitored by another funder. The funding for this program, [SB 5651 (section 1032), laws of 2021] requires that projects serve and benefit low-income households, and requires affordability for at least 25 years. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

17. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.

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- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture provision).

18. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least twenty five (25) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 34 (Recapture Provision).

19. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

20. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee to include assignees.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Grant are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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8. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE. For the purpose of the CHIP contracts, which require a city, county or public utility sponsor of the affordable housing project, Commerce preapproves the grantee to assign this contract to their affordable housing partner. In this case, all requirements and contract terms flow to the assignee's subcontractors, specifically section 11, certification regarding debarment, and section 40, subcontracting, of the General Terms and Conditions. After assignment, all references to Grantee shall mean Grantee's assignee.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

3. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
 4. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](https://facides.census.gov/Account/Login.aspx).
<https://facides.census.gov/Account/Login.aspx>

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this contract, the Grantee shall attach an explanation to this contract.

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- C. The Grantee 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, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. 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.
 - ii. 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.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

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C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

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17. DISALLOWED COSTS

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

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22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

23. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

24. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

27. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

28. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

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(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

29. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

30. PREVAILING WAGE LAW

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

31. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR 200 for all purchases funded by this contract.

All recipients of funds under this Contract, including Contractor and subrecipients or subcontractors of any tier, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

The Grantee's procurement system should include but not necessarily be limited to, the following:

- A. General procurement standards 2 CFR [§ 200.318](#). A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Competition 2 CFR [§ 200.319](#). Procedures that ensure all procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- C. Methods of procurement to be followed 2 CFR [§ 200.320](#).
- D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR [§ 200.321](#).

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

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33. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the Grantee fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

35. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

37. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

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40. SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

41. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

42. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

43. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

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45. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

46. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

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- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

48. WORK HOURS AND SAFETY STANDARDS

The Grant Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Grant Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SCOPE OF WORK

Funds awarded under this grant will be used for \$680,461 in capital expenditures for the Liberty Park Terrace Phase 2 project, a housing development in Spokane with 41 affordable units and 13 market rate units.

The location of the project is 1601 E. Hartson Avenue, Spokane, WA 99202.

Project activities will include the construction of the following utility improvements, based on the estimates below:

Water system improvements, including connection to the existing stub, 6-inch meter & DCVA in vault, the fire hydrant assembly including gate valve, domestic water meter, water tap fee, post indicator valve, fire department connection, 6 and 8 inch pipe in trench and bedding (plus hard rock removal), 2- and 4- inch water service;

Sewer system improvements, including connection to the existing sewer, sewer manhole, sewer cleanout, 6-, 8-, and 10- inch SS SDR 35 PVC pipe, trenching & bedding and patching where necessary;

Stormwater system improvements, including erosion and sediment control, StormTech Chamber system, rip rap, biofiltration swale, an area drain and catch basins, roof drain connections, 6- and 12-inch cleanouts 2- and 4- inch water service.

This project is expected to be complete by September 30, 2023.

The "Copyright Provisions", Section 16 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE – SCOPE OF WORK

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE as of the date and year written below.

Nadine Woodward, Mayor

DATE

How this project meets criteria for APRA SLFRF Projects

This project aligns to the Expenditure Category 3 of ARPA SLRF, services to Disproportionately Impacted Communities, Housing Support: Affordable Housing EC 2.15,¹ Under ARPA's SLFRF guidance, funding for this grant falls under the category of responding to "Public Health and Economic Impacts" of the COVID-19 public health emergency. Within that category of eligible actions, this program is intended to "Building Stronger Communities through Investments in Housing and Neighborhoods" by serving those communities that were hardest hit by the pandemic through investments in affordable housing

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

development. Eligible services include: *Affordable housing development to increase supply of affordable and high quality living units*. Supporting the development of affordable housing is important to address a limited supply of housing, some of which is inadequate, or of poor quality.² The Interim Final Rule supports this finding by stating that “both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began” including “low income communities, people of color, and Tribal communities.”³

² See specific language at printed pages 26795 and 26796 of the [Interim Final Rule](#) to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under ARPA).

³ Ibid, page 26787.

CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE ENTIRE PROJECT

Type of Funding	Source Description and purpose	Amount
CHIP Grant	Washington State Department of Commerce	\$680,461
<i>Other Grants</i>		
Grant #1		
Grant #2		\$
Total Other Grants		\$0.00
<i>Other Loans</i>		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
<i>Other Local Revenue</i>		
Source #1		\$
Total Local Revenue		\$0.00
<i>Other Funds</i>		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$0.00

CERTIFICATION PERFORMANCE MEASURE - AVAILABILITY OF FUNDS

The GRANTEE by its signature, certifies that project funding from sources other than those provided by this Grant Agreement has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

Nadine Woodward, Mayor

DATE

CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. See section 8 of the Special Terms and Conditions and section 30 of the General Terms and Conditions.

Before invoices are paid, the "awarding agency" must provide documentation of the "intent to pay prevailing wages". Before the final funds are paid from the state, an "affidavit of wages paid" from L&I must also be provided. The GRANTEE or assignee, shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

CERTIFICATION PERFORMANCE MEASURE – PREVAILING WAGES

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE and their subcontractors as of the date and year written below.

Nadine Woodward, Mayor

DATE

Certificate Of Completion

Envelope Id: 916B953F2DBD467D9293D1FF729021A5	Status: Completed
Subject: Please DocuSign: COM 22-96720-106 CHIP Liberty Park Terrace Uls Final.pdf	
Division:	
Local Government	
Program: CHIP - GMS	
ContractNumber: 22-96760-106	
DocumentType: Contract	
Source Envelope:	
Document Pages: 30	Signatures: 4
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	
Enveloped Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator: Ashley Murphy 1011 Plum Street SE MS 42525 Olympia, WA 98504-2525 ashley.murphy@commerce.wa.gov IP Address: 198.239.106.151


Record Tracking

Status: Original 8/10/2022 3:27:22 PM	Holder: Ashley Murphy ashley.murphy@commerce.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Commerce	Location: DocuSign

Signer Events

Michael J. Piccolo
mpiccolo@spokanecity.org
Assistant City Attorney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

0E8DBB1D5EFE4BA...
Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.6

Timestamp

Sent: 8/11/2022 11:34:00 AM
Viewed: 8/11/2022 11:35:14 AM
Signed: 8/11/2022 11:35:44 AM

Electronic Record and Signature Disclosure:
Accepted: 8/11/2022 11:35:14 AM
ID: ceb0c95f-6092-4c1e-a73f-b6882a1e58e4

Nadine Woodward
nwoodward@spokanecity.org
Mayor
City of Spokane
Security Level: Email, Account Authentication (None)

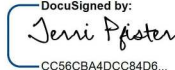
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39651E7EC71D4A0...
Signature Adoption: Uploaded Signature Image
Using IP Address: 155.190.3.6

Sent: 8/11/2022 11:35:46 AM
Viewed: 8/17/2022 11:54:56 AM
Signed: 8/17/2022 11:55:03 AM

Electronic Record and Signature Disclosure:
Accepted: 6/25/2021 9:06:06 AM
ID: 73a5b7ef-58a9-42fc-98f4-631606d52208

Terri Pfister
tpfister@spokanecity.org
City Clerk
City of Spokane
Security Level: Email, Account Authentication (None)

DocuSigned by:

CC56CBA4DCC84D6...
Signature Adoption: Pre-selected Style
Using IP Address: 155.190.3.7

Sent: 8/17/2022 11:55:05 AM
Viewed: 8/22/2022 8:54:16 AM
Signed: 8/29/2022 5:44:51 PM

Electronic Record and Signature Disclosure:
Accepted: 7/12/2021 10:14:44 AM
ID: 30977f9f-c23d-498f-80d0-109c8ebc3f8a

Signer Events	Signature	Timestamp
<p>Mark Barkley mark.barkley@commerce.wa.gov Assistant Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  80312B04865C458...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.239.157.78</p>	<p>Sent: 8/29/2022 5:44:53 PM Viewed: 8/30/2022 6:06:42 PM Signed: 8/30/2022 6:06:48 PM</p>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Brittany Kraft bkraft@spokanecity.org Clerk II City of Spokane Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:00 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Clerks clerks@spokanecity.org Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:01 AM Viewed: 8/11/2022 11:34:58 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Dave Andersen dave.andersen@commerce.wa.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:02 AM Viewed: 8/11/2022 1:29:15 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Marcia Davis mdavis@spokanecity.org Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:01 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

<p>Paul Johnson paul.johnson@commerce.wa.gov Security Level: Email, Account Authentication (None)</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 8/11/2022 11:34:02 AM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Spokane eraea@spokanecity.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 8/11/2022 11:34:01 AM Viewed: 8/11/2022 1:10:41 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/11/2022 11:34:02 AM
Certified Delivered	Security Checked	8/30/2022 6:06:42 PM
Signing Complete	Security Checked	8/30/2022 6:06:48 PM
Completed	Security Checked	8/30/2022 6:06:48 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/10/2023
Clerk's File #	OPR 2023-0422
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR 24755

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 655.6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	#1680 YHDP PLANNING GRANT

Agenda Wording

Requesting permission to distribute \$134,879 to Better Health Together to administer the Youth Homeless Demonstration Project Planning Grant. The Planning Grant Coordinator will support the Youth Advisory Board and YHDP project implementation.

Summary (Background)

The Youth Homeless Demonstration Project Planning Grant I ended January 31st, 2023. We have funds to continue the planning support through December 31st, 2023. The grant will support 1 staff person at Better Health Together who will support the Youth Advisory Board, and ensure that the Coordinated community plan is being adhered to. The total amount for this grant is 134,879.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 134,879

Select \$

Select \$

Select \$

Budget Account

1541-95600-65410-54201-99999

#

#

#

Approvals

Dept Head MCCOLLIM, KIMBERLEY

Division Director MCCOLLIM, KIMBERLEY

Finance MURRAY, MICHELLE

Legal HARRINGTON,
MARGARET

For the Mayor PERKINS, JOHNNIE

Council Notifications

Study Session\Other 4/10/23

Council Sponsor Zappone

Distribution List

kclifton@spokanecity.org

pgrinder@spokanecity.org

rolson@spokanecity.org

Additional Approvals

Purchasing NECHANICKY, JASON

ACCOUNTING - GRANTS MURRAY, MICHELLE

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND BETTER HEALTH TOGETHER ("GRANTEE")
IN CONJUNCTION WITH BETTER HEALTH TOGETHER**

1. Grantee BETTER HEALTH TOGETHER 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201		2. Contract Amount 134,879.00		3. Tax ID 90-0997482	
				4. UEI# 78866232	
5. Grantee's Program Representative MELISSA MORRISON, PROGRAM MANAGER 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509-321-7500 MELISSA@BETTERHEALTHTOGETHER.ORG			6. City's Program Representative RICHARD OLSON 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 509.625.6579 ROLSON@SPOKANECITY.ORG		
7. Grantee's Contract Representative ALISON POULSEN 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509.499.0482 ALISON@BETTERHEALTHTOGETHER.ORG			8. City's Contract Representative JENN CERECEDES 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201 509.625.6055 JCERECEDES@SPOKANECITY.ORG		
9. Grantee's Financial Representative KIM HEATH 157 S HOWARD ST SUITE 102 SPOKANE, WA 99201 509-321-7500 KIMH@BETTERHEALTHTOGETHER.ORG			10. City of Spokane Internal Items YHDP PLANNING GRANT II Vendor ID 045939		
11. Grantor Award # WA0528Y0T021900		12. Start Date 2/1/2023		13. End Date 12/31/2023	
14. Federal Funds Yes		CFDA # WA0528Y0T021900	Federal Agency HUD		Program Title Youth Homeless Demonstration Project
15. Total Federal Award 134,879	16. Federal Award Date 9/22/2022		17. Research & Development? NO		18. Indirect Cost Rate 10%
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE
CONTRACT
Title: YHDP PLANNING GRANT

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **BETTER HEALTH TOGETHER**, whose address is 157 S HOWARD AVE, SPOKANE, WA 99201 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through RFP 1/23/22 for this contract;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated 1/23/2022. .
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin 2/1/2023 and shall run through 12/31/23, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED SEVENTY NINE AND 0/100 (\$134,879.00)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B- SCOPE OF SERVICES. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT B- SCOPE OF SERVICES. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment D and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY in Attachment E. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted

on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D- REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on

hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

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

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

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

Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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. ATTACHMENT A.

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

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

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

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status.
- b. Records documenting reasonable belief of imminent threat of harm.
- c. Records documenting annual income.
- d. Program participant records, housing standards and services provided.
- e. Conflict of interest and confidentiality requirements.
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years or as determined by ATTACHMENT D- PROGRAM REGULATIONS. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
 - ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances,

and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

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

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

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Attest:

City Clerk

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Debarment and Suspension

Attachment B – Scope of Services

Attachment D – Program Regulations

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

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

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

Attachment B: Scope of Service

A. ACTIVITIES

The planning coordinator will lead, in conjunction with city staff, the community efforts in the initial phase of implementation, including providing support and technical assistance, monitoring and evaluating project performance, and promote the success of the YHDP initiative through a continuous quality improvement framework. These funds will be used to sustain the Youth Action Board (YAB) activities which include and continue to facilitate the creation of space for authentic youth voice in all YHDP and system-level activities. Funds will be used for compensating youth who participate in the ongoing review and monitoring the Coordinated Community Plan, implementation of new projects, and continuous quality improvements. Funds will also ensure that young people have access to required technology to participate in virtual meetings or transportation costs if meeting in person. In accordance with 24 CFR Part 578, YHDP planning funds will enable to the Collaborative Applicant to equitably pay young people for:

1. 578.7(c)(1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families; and
2. 578.7(c)(3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area.

YHDP Planning fund will be used to continue to develop ongoing collaboration with other mainstream housing and service providers.

Using YHDP Planning funds to compensate youth for their participation in YHDP and the Youth Action Board will ensure that youth with lived expertise are a critical partner in this work as we proceed from the start up phase into the implementation phase.

B. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

C. Budget

Category	Amount
Coordination Activities	\$ 134,879.00
Total	\$ 134,879.00

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY’s Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

D. Matching Contributions (If Applicable)

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match		33,720.00	
In-Kind Match			
Total Match Commitment		33,720.00	

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of the Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local, and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as a match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC Program.

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfil part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contribution to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the labor market.

The GRANTEE shall report match information to the CITY on the match report form included in Attachment E Billing Sheet in accordance with the Match Reporting procedures outlined in [Section No. 9 Administrative Requirements] Project Income Report for projects with project income.

Attachment D: Regulations

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

24 CFR part 578, 24 CFR part 200

Committee Agenda Sheet

Select Committee Name

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcerecedes@spokanecity.org
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	YHDP Planning Grant II
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Youth Homeless Demonstration Project Planning Grant I ended January 31 st , 2023. We have funds to continue the planning support through December 31 st , 2023. The grant will support 1 staff person at Better Health Together who will support the Youth Advisory Board, and ensure that the Coordinated community plan is being adhered to. The total amount for this grant is 134,879.
Proposed Council Action	Please allow us to disburse these funds
Fiscal Impact	
Total Cost: <u>134,879</u>	
Approved in current year budget? <input 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: YHDP Planning Grant, HUD	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: requires match to be provided by BHT	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This will serve homeless youth	
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? As a planning grant no data is collected. The YHDP projects will enter program data in CMIS	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS for project level data	
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? Meets the Consolidated Plan requirements and the 5 year strategy to end homelessness.	



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0423
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT – 29TH AVE APARTMENTS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Jordan Bensen-Piscopo for the future construction of approximately 21 units, at Parcel Number(s) 35294.1814-15, commonly known as 713 E 29th Ave. 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 is in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	Urban Experience
Council Sponsor	CMs Kinnear and

Additional Approvals

Purchasing

Distribution List

smacdonald@spokanecity.org
sgardner@spokanecity.org
mpiccolo@spokanecity.org
APPLICANT: Jordan Bensen-Piscopo
tstripes@spokanecity.org
jchurchill@spokanecity.org
rbenzie@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Distribution List	



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
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 the MFTE - 29th Ave 21 Unit Apartments Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 12 + Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which 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.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - 29th Ave 21 Unit Apartments</u> at April 24, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 21 units, at 713 E 29th AVE SPOKANE, WA</p> <ul style="list-style-type: none"> Property is zoned CC4-DC and the proposed use is allowed. Estimated Construction Costs: 4300000 Located in the Rockwood neighborhood.
Fiscal Impact:	
Total Cost: \$0	
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.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

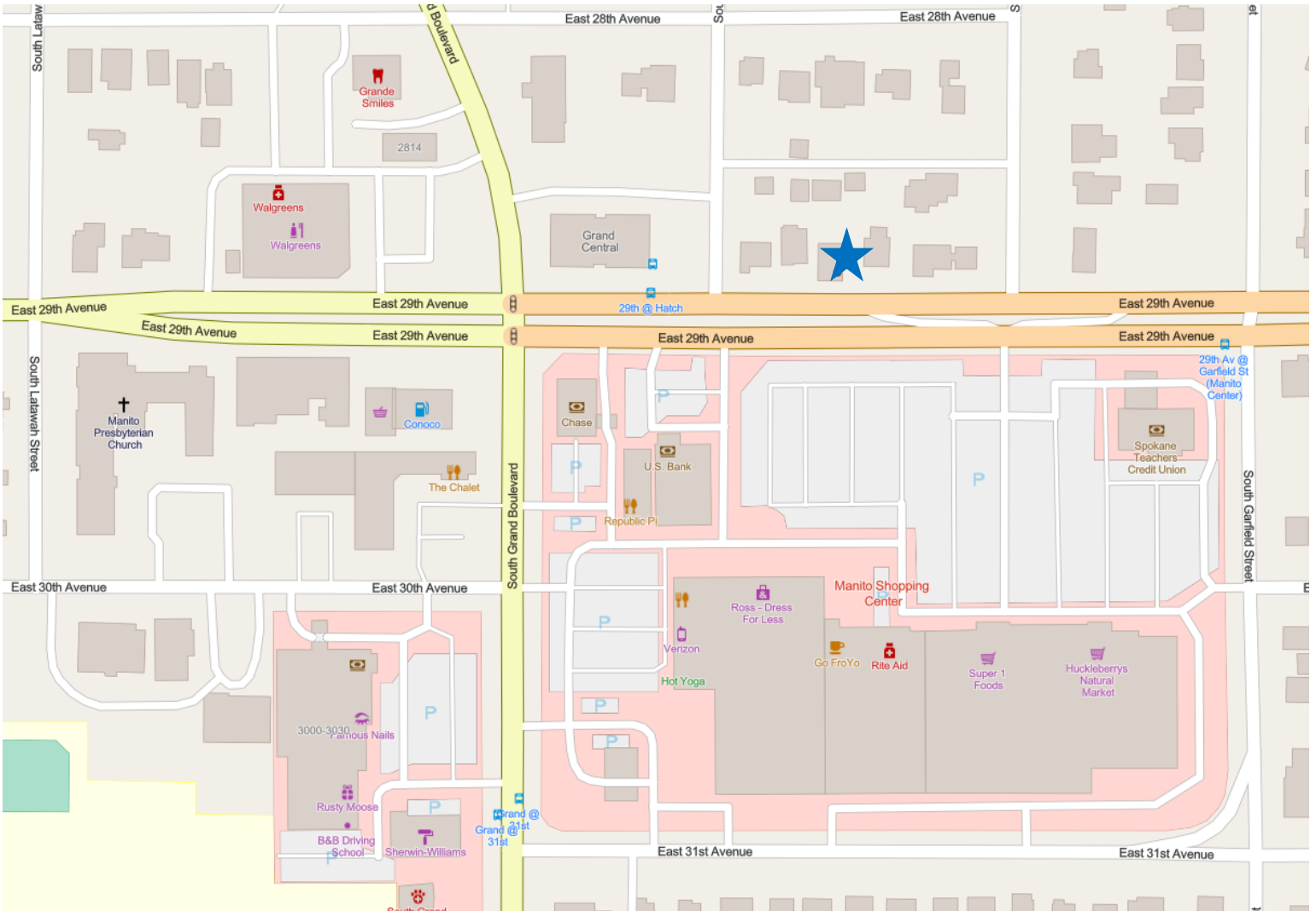
H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

Site & Location: 29th Ave Apartments





PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 29FTW LLC, as "Owner/Taxpayer" whose business address is 1837 S ROCKWOOD BLVD SPOKANE, WA 99203-3456.

WITNESSETH:

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:

COOK'S 4TH ADDITION: THAT PORTION OF BLOCK 8 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 40 FEET OF LOT "C", BLOCK 8 OF SAID PLAT; EXCEPT THAT PORTION OF LOT "C" OF SAID BLOCK 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6; THENCE N00*06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00*05'40"E ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 38.26 FEET; THENCE N89*53'09"W A DISTANCE OF 1.10 FEET; THENCE S00*03'07"E A DISTANCE OF 38.26 FEET; THENCE N89*56'53"E A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF LOT 6, BLOCK 8 OF SAID PLAT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00*06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET; THENCE N89*57'53"E A DISTANCE OF 3.24 FEET; THENCE S00*03'07"E A DISTANCE OF 23.74 FEET; THENCE N89*57'48"E A DISTANCE OF 12.17 FEET; THENCE S00*02'12"E A DISTANCE OF 80.15 TO THE SOUTH LINE OF SAID LOT; THENCE N89*53'10"W A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING.

&

COOK'S 4TH ADDITION: THAT PORTION OF BLOCK 8 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF LOT 6 AND THE WEST HALF OF LOT 7, BLOCK 8 OF SAID PLAT; EXCEPT THAT PORTION OF SAID LOT 6 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET; THENCE N89°57'53"E A DISTANCE OF 3.24 FEET; THENCE S00°03'07"E A DISTANCE OF 23.74 FEET; THENCE N89°57'48"E A DISTANCE OF 12.17 FEET; THENCE S00°02'12"E A DISTANCE OF 80.15 TO THE SOUTH LINE OF SAID LOT; THENCE N89°53'10"W A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF LOT "C" OF SAID BLOCK 8 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK; THENCE N00°06'40"E ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 103.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°05'40"E ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 38.26 FEET; THENCE N89°53'09"W A DISTANCE OF 1.10 FEET; THENCE S00°03'07"E A DISTANCE OF 38.26 FEET; THENCE N89°56'53"E A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number(s) **35294.1814 & 35294.1815,**

commonly known as
713 & 717 E 29th AVE SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12 + Units**, 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 **21** 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 **30%** 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 _____ 20 _____

CITY OF SPOKANE

Jordan Bensen-Piscopo

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0424
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT – LINCOLN HEIGHTS 4-UNIT		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Grandview-Washington, LLC for the future construction of approximately 4 units, at Parcel Number(s) 35342.2425, commonly known as 3508 E 34th Ave. 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 is in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	Urban Experience
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Kinnear and
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	smacdonald@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	sgardner@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		Applicant: Ben Wharton (bwharton@htland.com)	
		tstripes@spokanecity.org	
		jchurchill@spokanecity.org	
		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

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		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Distribution List	



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
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 the MFTE - Lincoln Heights 4-Unit Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a 12-yr Affordable Rentals of 4-11 Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which 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.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Lincoln Heights 4-Unit</u> at the April 24, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 4 units, at <u>3508 E 34TH AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned RSF and the proposed use is allowed. Estimated Construction Costs: 1370000 Located in the Lincoln Heights neighborhood.
Fiscal Impact:	
Total Cost: \$0	
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.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

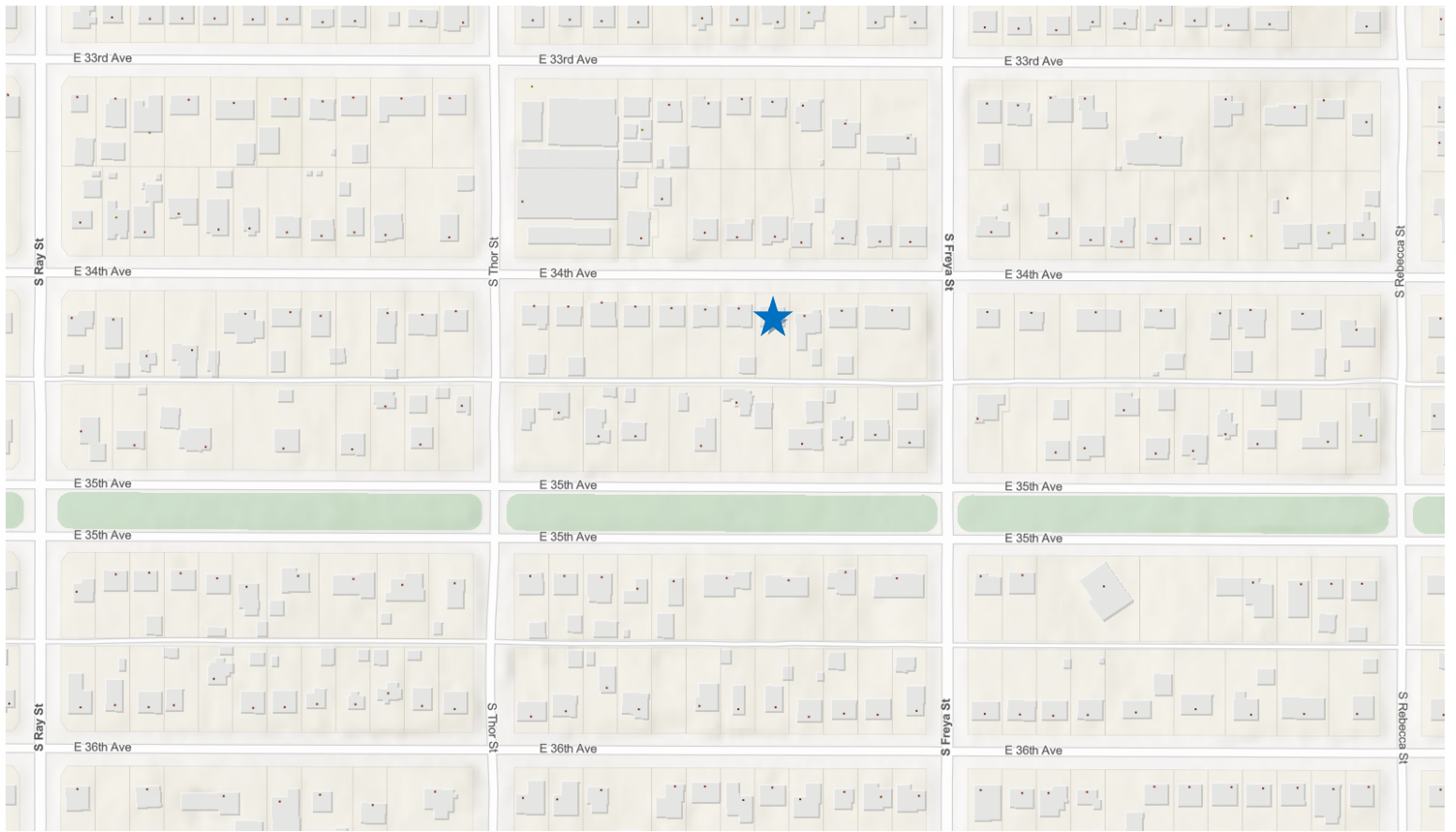
ED 7.4 Tax Incentives for Land Improvement

Site and Location: Lincoln Heights:

35342.2425

3508 E 34TH AVE







PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and 3508 E 34th, LLC, as “Owner/Taxpayer” whose business address is 2234 Eastlake Ave PH1 Seattle, WA .

WITNESSETH:

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:

LINCOLN HTS LT 8 BLK 21

Assessor’s Parcel Number(s) **35342.2425**,

commonly known as

3508 E 34TH AVE SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area** and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, 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 4 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 **25%** 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 _____ 20 _____

CITY OF SPOKANE

Grandview-Washington, LLC

By: _____

By _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0425
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TERI STRIPES 6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 -MFTE CONDITIONAL AGREEMENT – PROSE SPOKANE		

Agenda Wording

Multiple Family Housing Property Tax Exemption Conditional Agreement with Grandview-Washington, LLC for the future construction of approximately 348 units, at Parcel Number(s) 25234.3901 (Multiple), commonly known as 3000 W 14th Ave This Conditional

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility. Staff has determined that the Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is in a previously adopted Residential Target Areas identified in SMC 08.15.030.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	UE 04/10/2023
Council Sponsor	CMs Kinnear and

Additional Approvals

Purchasing	mpiccolo@spokanecity.org
	Applicant: Brady Shinn (bshinn@allresco.com)
	tstripes@spokanecity.org
	jchurchill@spokanecity.org
	rbenzie@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		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Distribution List	



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, 509-625-6597
Contact Email	tstripes@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
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 the MFTE - Prose Spokane Conditional application meets the Project Eligibility defined in SMC 08.15.040 and is located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the project is constructed, the applicant intends to finalize as a .12-yr Affordable Rentals of 12+ Units.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which 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.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Prose Spokane</u> at the April 24, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for 348 units, at <u>3000 W 14TH AVE SPOKANE, WA</u></p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs: 75000000 Located in the Grandview/Thorpe neighborhood.
Fiscal Impact:	
Total Cost: \$0	
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.)	

Operation Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

- (a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;
- (b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;
- (c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and
- (d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:**

- (a) **The number of tax exemption certificates granted;**
- (b) **The total number and type of units produced or to be produced;**

- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to **RCW 84.14.110**.

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[2021 c 187 § 5; 2012 c 194 § 9; 2007 c 430 § 10; 1995 c 375 § 13.]

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

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in **SMC 8.15.090** since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of **SMC 8.15.090(A)(2)(b)** and RCW 84.14.020(1)(ii)(B).

a. The reports shall be on a form provided by the City and shall be signed by the tenants.

b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.

4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

LU 1.4 Higher Density Residential Uses

LU 3.5 Mix of Uses in Centers

LU 4.2 Land Uses That Support Travel Options and Active Transportation

LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:

H 1.9 Mixed-Income Housing

H 1.4 Use of Existing Infrastructure

H 1.10 Lower-Income Housing Development Incentives

H 1.11 Access to Transportation

H 1.18 Distribution of Housing Options

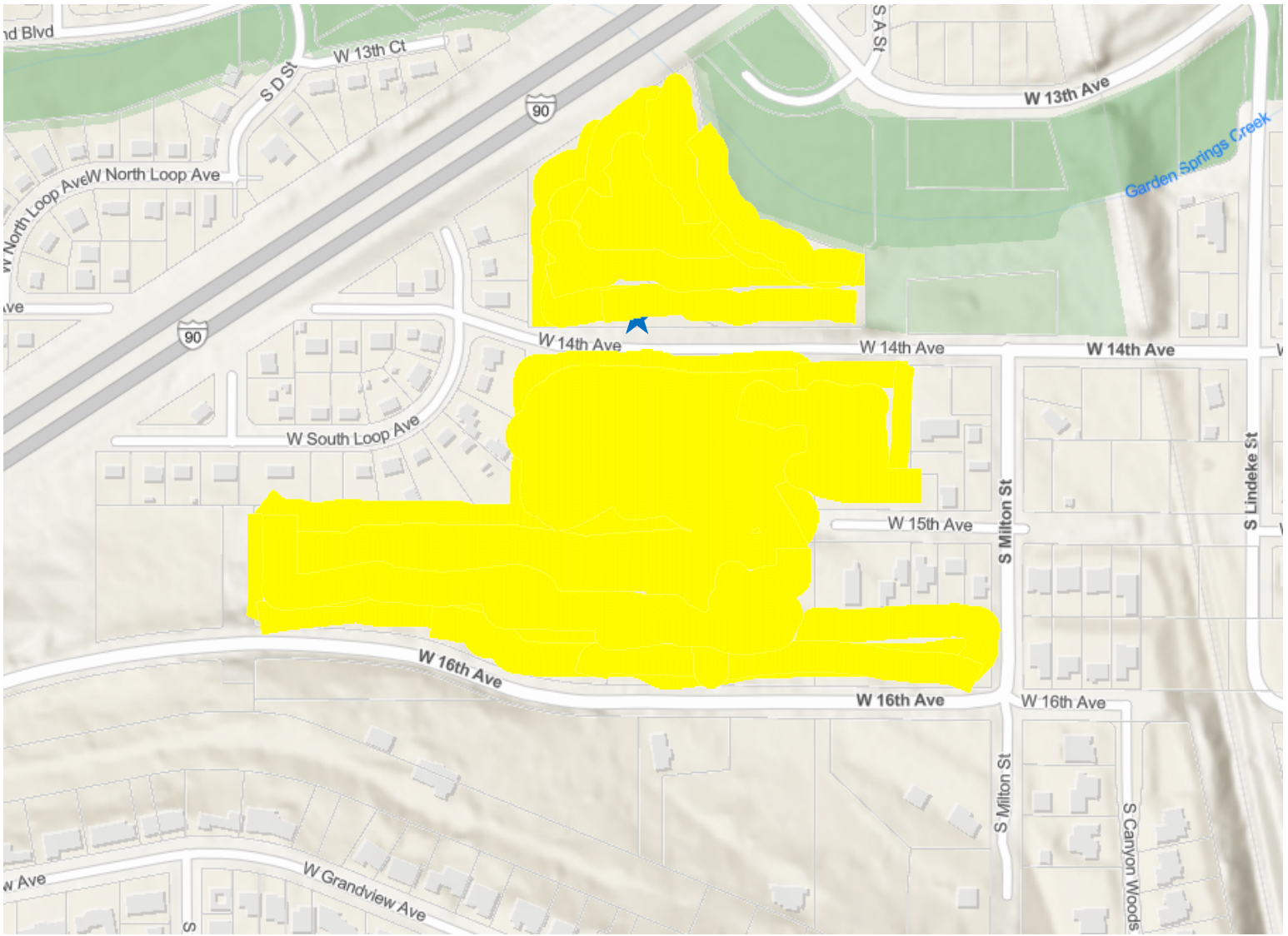
Comprehensive Plan Economic Development Policies:

ED 2.4 Mixed-Use

ED 7.4 Tax Incentives for Land Improvement

Site & Location: Prose







PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and GRANDVIEW-WASHINGTON, LLC, as “Owner/Taxpayer” whose business address is 1732 FREMONT BLVD SEASIDE, CA 93955-.

WITNESSETH:

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:

WOODLAND HTS ADD PTN OF LTS 7&8 BLK 16 LYG SELY I-90 AND ALL LTS 11 & 12 AND 17 - 20 BLK 16 ; TOGETHER WITH SWLY 1/2 OF VAC EVERGREEN DRIVE LYG NELY & ADJ TO; AND EXC ST HWY I-90

&

QUEEN ANNE SUB B6&7 LS 1 THRU 14 B2; INC VAC FIFTEEN TH AVES OF & ADJ & VAC C ST W OF & ADJ LS 7 & 8

&

QUEEN ANNE SUB B6&7 LS 1 THRU 14 B3 INC VAC C ST W O F & ADJ

&

QUEEN ANNE ADD PT OF B8-9 B8 EXC N270FT OF W175FT; B9 EXC N270FT; N1/2 OF VAC STP S OF&ADJ B8&9; EXC ST

&

QUEEN ANNE SUB B6&7 L8TO14 B4

&

**WOODLAND HTS ADD LTS1-2 EXC I-90 HWYAND ALL LTS 3 THRU13 BLK 15;
TOGETHER WITH SWLY 1/2 OF VAC WOODLAND BLVD LYG NELY & ADJ TO; TOGW
NELY 1/2 OF VAC EVERGREEN DRIVE SWLY OF & ADJ TO AND EXC STHWY I-90**

&

QUEEN ANNE SUB B6&7 ALL L4TO11;PT L12 B1 S67.5FT OF L12

Assessor's Parcel Number(s) **25234.3901, 25261.0201, 25261.0301, 25261.0501,
25256.2004, 25234.3801, 25266.1901**

commonly known as

**2900, 3000 & 3901 W 14TH AVE, 2830 W 15TH AVE, AND 2800, 2840 & 3105 W 16TH AVE
SPOKANE WA**

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 12+ Units**, 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 **348** 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 30% 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 _____ 20 _____

CITY OF SPOKANE

Grandview-Washington LLC

By: _____

By: _____

Mayor, Nadine Woodward

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2020-0603
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	TIM 6893	Project #	
Contact E-Mail	TTHOMPSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650 - EPA CWA GRANT CONTRACT AMENDMENT #2		

Agenda Wording

Amendment to a consultant contract for the Northeast EPA Community Wide Assessment grant to include ARPA funding to leverage and expand the subarea plan for this area.

Summary (Background)

At the July 27, 2020 Council meeting, a contract was approved with Stantec to strategically pursue grants for brownfield planning which led to the City being awarded for an EPA Community Wide Assessment grant for brownfield revitalization in NE Spokane. The first contract amendment was approved at the November 7, 2022 meeting with Stantec to perform this work. The City has since received \$330,791.91 to expand the planning efforts, which this proposed amendment represents.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 330791.91

Select \$

Select \$

Select \$

Budget Account

1425-88155-57215-54201-97252

#

#

#

Approvals

Dept Head BLACK, TIRRELL

Division Director BLACK, TIRRELL

Finance ORLOB, KIMBERLY

Legal BEATTIE, LAUREN

For the Mayor SMITHSON, LYNDEN

Additional Approvals

Purchasing

ACCOUNTING - BAIRD, CHRISTI

Council Notifications

Study Session\Other UE 4/10/23

Council Sponsor CMs Cathcart, Bingle &

Distribution List

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sgardner@spokanecity.org,

rbenzie@spokanecity.org, Korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

jchurchill@spokanecity.org

Committee Agenda Sheet

Urban Experience – March 2023

Submitting Department	Planning and Economic Development
Contact Name & Phone	Tim Thompson, ext. 6893 & Ryan Shea, ext. 6087
Contact Email	tthompson@spokanecity.org / rshea@spokanecity.org
Council Sponsor(s)	District CMs Cathcart & Bingle & CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	EPA Community-wide Assessment Grant Contract Amendment #2
Summary (Background)	<p>At the July 27, 2020 Council meeting the Council approved a contract with Stantec Consulting Services, Inc. for “strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites” (see Attachment 1). The City and Stantec then pursued and were awarded a \$500,000 EPA Community Wide Assessment (CWA) Grant for brownfield revitalization in Northeast Spokane, comprising of three contiguous census tracts (2,16, 144) including the historic Hillyard Neighborhood, located six miles northeast of downtown Spokane. At the November 7, 2022 Council meeting the Council approved a \$467,000 contract with Stantec to accomplish this work (see Attachment 2) in brownfield assessments and revitalization planning.</p> <p>When applying for this EPA CWA grant, City staff worked with the Northeast Public Development Authority (NEPDA) to leverage a grant they were awarded; a \$200,000 Department of Ecology Integrated Planning Grant (IPG) for planning and brownfield mitigation purposes to make the grant application more competitive. Since then, the City Council identified \$1,000,000 in American Rescue Plan Act Funds (ARPA) to be used for subarea planning within three distressed neighborhoods in Spokane: West Central, East Central, and Hillyard. City Staff then worked with Stantec to expand planning work in the EPA grant and the NEPDA’s IPG grant scopes leading to a more robust subarea plan. The attached scope combines all the interrelated subarea planning to be completed and specifically identifies which tasks and deliverables represent the ARPA-funded work (see Attachment 3).</p> <p>For this second contract amendment, we are proposing a contract amendment to add \$330,791.91 in ARPA subarea planning tasks (as seen in Attachment 3). This robust subarea plan aids community housing needs, employment opportunities, and community recovery and resiliency. The planning work will engage local stakeholders in examining exiting conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recovery, job growth, community revitalization, and modernizing essential infrastructure.</p> <p>Attachments:</p> <ol style="list-style-type: none"> 1. Original Contract, 7/27/20 2. First Contract Amendment, 11/7/22 3. Proposed Scope – ARPA Funded Components 4. ARP-CFLRF CFDA 21.027 Funding

Proposed Council Action & Date	Approval at an April Council meeting to amend a Consultant Contract for the Northeast EPA Community Wide Assessment grant to include ARPA funding to leverage and expand the subarea plan for this area.
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Fiscal Impact:
 Total Cost:
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source:

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The NE Spokane target area includes 12,599 of Spokane’s most economically distressed residents, who suffer from some of the highest rates of poverty and lowest life expectancies in Spokane County. To combat these conditions, the City will leverage \$500,000 of EPA Brownfield Community-Wide Assessment (CWA) Grant funding with proven strategies to revitalize brownfields that will create jobs, quality affordable housing, and enhance parks and public spaces that will help address the long-standing Environmental Justice (EJ) and socioeconomic challenges facing the target area’s most sensitive populations. With this amendment, the project would include an additional \$330,791.91 of ARPA funds to engage local stakeholders in examining exiting conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recovery, job growth, community revitalization, and modernizing essential infrastructure by expanding the subarea planning.

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

For the EPA Grant we have to complete Section 106 Cultural Consultations to the sites we will conduct Phase I and Phase II reports on and the grant also requires: MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

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

For the brownfield portion of the project, sites provided environmental services under the grant are tracked by both the US EPA and WA State Ecology and we also track their progress from site assessment through cleanup and redevelopment. For the subarea planning, coordination with local stakeholders will be maintained and the project adjusted as necessary to ensure the project fits the area.

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

This funding allows us to invest in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation. The subarea planning touches on nearly all the comprehensive planning goals and takes into consideration previous planning efforts:

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers

Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Transportation Policies:

- TR 1: Transportation Network for All Users
- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 8: Moving Freight
- TR 9: Promote Economic Opportunity
- TR 17: Paving Existing Unpaved Streets
- TR 19: Plan Collaboratively
- TR 23: Effective and Enhanced Public Outreach

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

Comprehensive Plan Capital Facilities Policies:

- CFU 1.1 Level of Service
- CFU 2.1 Available Public Facilities
- CFU 4.1 Compact Development
- CFU 6.1 Community Revitalization
- CFU 6.2 Economic Development

Comprehensive Plan Natural Environment Policies:

- NE 13.1 Walkway and Bicycle Path System

City of Spokane Housing Action Plan (2021)

The Yard Redevelopment Master Plan (2017)

Greater Hillyard North-East Planning Alliance (GHNEPA) Neighborhood Plan (2010)



City of Spokane
CONTRACT AMENDMENT
Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants

This Contract Amendment is made and entered into by and between the **City Of Spokane** as (“City”), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide the City with grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to, the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition; and

WHEREAS, Consultant previously completed the grant application services phase of the project in accordance with the original Contract; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36163, passed 1/3/22, (section 1. (G)) and;

WHEREAS, the Consultant agrees to comply with the attached General Terms and Conditions;

WHEREAS, with the addition of ARPA funds Consultant can add additional work, thus the original Contract needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on June 30, 2023 and shall run through December 30, 2026.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following work accordance with the March 15, 2023 Scope of Work:

The additional ARPA funding provides for expanded sub-area planning work for Northeast Hillyard area and the Northeast Public Development Authority. This expanded work will benefit the neighborhood residents by planning for economic recovery and resiliency in a severely economically disadvantaged census tracts and neighborhood.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THIRTY THOUSAND SEVEN HUNDRED NINETY-ONE AND 91/100 DOLLARS (\$330,791.91)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachment:

Consultant's March 15, 2023 Scope of Work
Attachment - ARP/CSLFRF CFDA 21.027
Attachment – General Terms and Conditions

ATTACHMENT A- 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, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

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 Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

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 City Purchasing 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 procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

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 City and/or U.S. Treasury

- 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;
- 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); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000

must follow Davis-Bacon Act;

- 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 City, 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, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those 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 City 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).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));

- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

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 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 City 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

	Agenda Sheet for City Council Meeting of:		Date Rec'd	7/15/2020
	07/27/2020		Clerk's File #	OPR 2020-0603
			Renews #	
Submitting Dept	PLANNING		Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597		Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG		Bid #	
Agenda Item Type	Contract Item		Requisition #	
Agenda Item Name	0650 - BROWNFIELD GRANT PURSUIT AGREEMENT W/STANTEC CONSULTING			
Agenda Wording				
This Contract with STANTEC CONSULTING SERVICES, INC. Provides for strategic successful Brownfield grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites				
Summary (Background)				
This Contract with STANTEC CONSULTING SERVICES, INC. initial work, includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.				
Fiscal Impact		Grant related? YES	Budget Account	
		Public Works? NO		
Neutral	\$ 0		# 1360-94173-58620-54201-99999	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approvals			Council Notifications	
Dept Head	MEULER, LOUIS		Study Session\Other	PIES Briefing 6/22/20
Division Director	CORTRIGHT, CARLY		Council Sponsor	CM Beggs & CM Cathcart
Finance	ORLOB, KIMBERLY		Distribution List	
Legal	ODLE, MARI		sstopher@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		tblack@spokanecity.org	
Additional Approvals			lmeuler@spokanecity.org	
Purchasing			tstripes@spokanecity.org	
GRANTS &	STOPHER, SALLY		sstopher@spokanecity.org	
Approved by Spokane	City Council		korlob@spokanecity.org	
on: 7-27-2020			sbishop@spokanecity.org	

DocuSigned by:

Jenni Pfister

CC56CBA4DCC84D6...
City Clerk

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Business & Neighborhood Services, Planning & Economic Development
Subject:	Future Brownfield Grants and Implementation consultant contract for the Planning & Economic Development's Brownfields program
Date:	6/22/2020
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, X6597
City Council Sponsor:	Council President Beggs and Council Member Cathcart
Executive Sponsor:	Scott Simmons, Director of Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee & Urban Experience and Finance
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Aligns with the Strategic Plan by providing investment in readying properties (both public and private) for redevelopment through environmental site assessments (Phase I & IIs), cleanup alternatives planning, and remediation.
Strategic Initiative:	Optimizing Public Assets and Growing Targeted Areas
Deadline:	6/29/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Provides for strategic successful grant pursuit and planning to assist in redevelopment of possible and/or known contaminated sites
<p>Background/History: In 2014, we awarded a contract to a consultant chosen through a Request for Proposal procurement process for Brownfield grant and implementation assistance. That contract led to five successful (100%) grant applications and \$1.6M in funding for Phase I & II work in the YARD and University District as well as the cleanup of contamination in Riverfront Park. That success has led to our 2020 Request for Proposal (RFP #5252-20) and the selection of a consultant firm to again provide this assistance under a new three year contract.</p>	
<p>Executive Summary:</p> <p>The 2020 Request for Proposal Status:</p> <ul style="list-style-type: none"> • Staff and review committee have selected a top scoring Firm • Staff has negotiated a favorable contract framework with Firm • Staff is working with legal to develop the contract • Staff will proceed with an agenda request for Council's approval of the contract <p>At this time, the contract's significant points are:</p> <p>The initial work, which includes the grant application for a 2021 US EPA site-specific or community wide assessment, development of a grant funding strategy, assistance with the EPA Cooperative Agreement and Work Plan services. This work will be performed at a \$0 fee.</p> <p>Any grant writing other than a site specific or community wide assessment application is contingent upon the availability of funding and will be provided according to the costs proposed in the Firm's Brownfield Grants and Implementation Services (RFP #5252-20) April 20, 2020 proposal.</p>	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (no revenues or expenses until grants are awarded in 2021)</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p>	

If new, specify funding source:		
Other budget impacts: (revenue generating, match requirements, etc.)		
<u>Operations Impact:</u>		
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> N/A
Requires change in current operations/policy?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Specify changes required:		
Known challenges/barriers:		

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:	Type of expenditure: Goods <input type="radio"/> Services <input type="radio"/>	
Department: N/A		
Approving Supervisor: N/A		
Amount of Proposed Expenditure: N/A		
Funding Source: N/A		
Please verify correct funding sources. Please indicate breakdown if more than one funding source.		
Why is this expenditure necessary now?		
What are the impacts if expenses are deferred?		
What alternative resources have been considered?		
Description of the goods or service and any additional information?		
Person Submitting Form/Contact:		
FINANCE SIGNATURE:	CITY ADMINISTRATOR SIGNATURE:	
_____	_____	



City of Spokane
CONSULTANT AGREEMENT
Title: BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES

This Consultant Agreement is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and STANTEC CONSULTING SERVICES INC., whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for BROWNFIELD GRANTS AND IMPLEMENTATION SERVICES; and

WHEREAS, the Consultant has been selected through RFP No. 5252-20.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2020, and ends on June 30, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional two-year contract periods with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Response to RFP dated April 20, 2020, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Payment for Consultant's services will be paid as outlined in the Cost Proposal section of Exhibit B.

5. PAYMENT.

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

6. REIMBURSABLES

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

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

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged

veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or

will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. Upon full payment of all monies owed to the Consultant, the Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City. The Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic Files will not contain stamps or seals, remain the property of the Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without the Consultant's written consent. Files sent in protected PDF format may be relied on.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any

other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

22. DISPUTES.

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

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section

shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

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

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

DocuSigned by:
 By Chris Gdak
 Signature _____ Date 8/4/2020

DocuSigned by:
 By Nadine Woodward
 Signature _____ Date 8/4/2020

Chris Gdak
Type or Print Name

Nadine Woodward
Type or Print Name

Sr. Principal, Environmental Services
Title

Mayor
Title

Attest:

Approved as to form:

DocuSigned by: DS
Jenni Pfister
 City Clerk _____

DocuSigned by:
Mike Piccolo
 Assistant City Attorney _____



Attachments:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B - Consultant's Scope of Work dated April 20, 2020

EXHIBIT A

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


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

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

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

<p>_____ Name of Subrecipient / Contractor / Consultant (Type or Print)</p>	<p>_____ Program Title (Type or Print)</p>
<p><u>Chris Gdak</u> Name of Certifying Official (Type or Print)</p> <p><u>Sr. Principal, Environmental Services</u> Title of Certifying Official (Type or Print)</p>	<p>DocuSigned by: <u>Chris Gdak</u> Signature <small>8076D91F2C62455...</small></p> <p><u>8/4/2020</u> Date (Type or Print)</p>

EXHIBIT B

	Agenda Sheet for City Council Meeting of:		Date Rec'd	10/25/2022	
	11/07/2022		Clerk's File #	OPR 2020-0603	
			Renews #		
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT		Cross Ref #		
Contact Name/Phone	TERI STRIPES	X6597	Project #		
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG		Bid #		
Agenda Item Type	Contract Item		Requisition #	CR	
Agenda Item Name	0650 - STANTEC CONSULTING BROWNFIELD GRANT AMENDMENT AND EXTENSION				
Agenda Wording					
Amending a Consultant Contract for grant writing and implementation to include the work of the EPA Grant Award and Cooperative Agreement pursuant to OPR 2020-0603					
Summary (Background)					
Stantec Consulting Services Inc. previously completed grant application services in coordination with the EPA for the Brownfields Community Assessment grant. This amendment serves to expand the additional work set out in the attached Scope of Work dated September 1, 2022. The extension shall become effective on June 30, 2023 and run through December 30, 2026.					
Lease?	NO	Grant related?	YES	Public Works?	NO
Fiscal Impact			Budget Account		
Expense	\$ 467,000		#	1360-94173-58620-54201-99999	
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approvals			Council Notifications		
Dept Head	GARDNER, SPENCER		Study Session\Other	UE 10/10/2022	
Division Director	MACDONALD, STEVEN		Council Sponsor	CMs Cathcart & Bingle	
Finance	ORLOB, KIMBERLY		Distribution List		
Legal			tstripes@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL		smacdonald@spokanecity.org		
Additional Approvals			sgardner@spokanecity.org		
Purchasing			rbenzie@spokanecity.org		
ACCOUNTING - GRANTS	MURRAY, MICHELLE		jchurchill@spokanecity.org		
			korlob@spokanecity.org		
Approved by Spokane City	Council on: 11/7/2022		jlargent@spokanecity.org		



City Clerk



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants

This Contract Amendment/Extension is made and entered into by and between the **City Of Spokane** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. EPA Brownfields Grant Competition; and

WHEREAS, Consultant previously completed the grant application services phase of the project in accordance with the original Contract; and

WHEREAS, the grant implementation phase of the project requires additional funding to be reimbursed to the City utilizing funding from the FY2022 Grant, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally amended and extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 4, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on June 30, 2023 and shall run through December 30, 2026.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the additional work set out in the September 1, 2022 Scope of Work attached hereto.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOUR HUNDRED SIXTY-SEVEN THOUSAND HUNDRED AND NO/100 DOLLARS (467,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

STANTEC CONSULTING SERVICES, INC.

CITY OF SPOKANE

By Chris Gdak 11/8/2022
Signature Date

By Nadine Woodward 11/15/2022
Signature Date

Chris Gdak
Type or Print Name

Nadine Woodward
Type or Print Name

Sr. Principal, Environmental Services
Title

Mayor
Title

Attest:

Approved as to form:

Michael J. Piccolo
City Clerk

Michael J. Piccolo
Assistant City Attorney

Attachment:

Consultant's September 1, 2022 Scope of Work

22-178





Stantec Consulting Services Inc.
 3400 188th Street SW, Suite 285
 Lynnwood WA 98037-4772

September 1, 2022

Project/File: Scope of Work/Budget for Implementation of Spokane's FY2022 EPA Brownfield Community-Wide Assessment (CWA) Grant

Teri Stripes

City of Spokane
 Planning and Economic Development
 808 W Spokane Falls Blvd
 Spokane, WA 99201

Dear Teri,

Stantec Consulting Services Inc. (Stantec) has prepared the following scope of work/budget to provide the contractual services detailed in the City of Spokane's Cooperative Agreement (CA) Work Plan for its Fiscal Year (FY) 2022 EPA Brownfield Community-Wide Assessment (CWA) Grant. A brief description of the proposed scope of work/budget for each of the four (4) primary project tasks is provided below. The CA Work Plan and a rate schedule are attached.

Scope of Work/Budget

Stantec previously completed the grant application services phase of the project in accordance with the City of Spokane's (City) contract OPR 2020-0603, which was executed on July 15, 2020. The grant implementation services phase of the project will include a wide range of brownfield contractual services that will be performed by Stantec as an amendment to contract OPR 2020-0603. These contractual services will be reimbursed to the City utilizing funding from the FY2022 grant.

The contractual services are further detailed in the attached CA Work Plan, which was approved by EPA on July 27, 2022. As discussed in the CA Work Plan, the total amount of contractual services has been established as \$467,000 for the four (4) main tasks described below:

Task	Task Description	Contractual Budget
1	Project Management, Reporting & Other Eligible Program Activities	\$18,000
2	Community Engagement	\$12,000
3	Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	\$357,000
4	Area-Wide Planning	\$80,000
Total Contractual Budget		\$467,000

Under Task 1, Stantec will participate in regular meetings with the City, complete ACRES entries and updates and drafting quarterly/annual/final reports for the City's approval and submittal to the EPA. Under Task 2, Stantec will assist the City in preparing community outreach/engagement materials, and participate in stakeholder meetings over the course of the project.

September 1, 2022
Teri Stripes
Page 2 of 2

Reference: Scope of Work/Budget for Implementation of FY2022 EPA Brownfield CWA Grant

Schedule and Typical Project Costs

Although the cost for tasks can be highly variable depending on the complexity of the site/activity, typical costs for select outputs are as follows:

- Eligibility Determinations: \$750 to \$1,300
- Phase I Environmental Site Investigation: \$5,000 to \$10,000
- Phase II Environmental Site Assessments: \$30,000 to \$60,000
- Site-Specific Cleanup & Reuse Plans: \$7,500 to \$15,000

Implementation services will be performed on a time and materials basis not to exceed the contractual budget amounts established in the CA Work Plan. The scope of work will be further defined on an ongoing basis as the project progresses, including periodic CA Work Plan amendments as needed and approved by the City/EPA over the course of the project.

STANTEC CONSULTING SERVICES INC.



Cyrus Gorman LG
Project Manager
Phone: (425) 599-9302
cyrus.gorman@stantec.com



Chris Gdak
Senior Principal, Environmental Services
Phone: (425) 698-7398
chris.gdak@stantec.com

Attachment: CA Work Plan; Rate Schedule and Other Direct Reimbursements.

COOPERATIVE AGREEMENT WORKPLAN

**EPA Region 10
FY2022 BROWNFIELDS ASSESSMENT
COOPERATIVE AGREEMENT WORK PLAN**

FOR

FY2022 Spokane Brownfields Community-Wide Assessment Grant

Anticipated Period of Performance (4 years):

October 1, 2022 to September 30, 2026

Submitted on:

June 6, 2022 (Draft Work Plan)
July 14, 2022 (Revised Draft Work Plan)
July 27, 2022 (Final Work Plan)

Submitted by:

Teri Stripes, Assistant Planner II (Brownfields Program Manager)
City of Spokane, Planning and Development Services
808 W Spokane Falls Blvd, Spokane WA 99201
Phone: 509.625.6597
Fax: 509.625.6013
Email: tstripes@spokanecity.org
Website: <https://my.spokanecity.org/>

Cooperative Agreement Number: **TBD**

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1 Introduction

1.1 Project Description, Goals & Objectives

The United States Environmental Protection Agency (EPA) selected the City of Spokane (referred to as “the City”) as a recipient of a Fiscal Year 2022 (FY22) Brownfield Assessment Grant with funding in the amount of \$500,000 to be used within a four-year period of performance.

Northeast (NE) Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (2, 16 and 144), including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (such as the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment.

Northeast Spokane is the primary brownfield target area for this grant. It is comprised of three contiguous census tracts (CTs) 2, 16, 144, including the historic Hillyard Neighborhood. The Hillyard Neighborhood surrounds the former Hillyard railyard, located six miles northeast of downtown Spokane. For 90 years the railyard served as a major employment center that provided over 2,000 jobs and supported local businesses. By 1982, however, the railyard closed and was left to sit idle. Forty years later, the target area still struggles with poverty, crime, and legacy contamination. Significant infrastructure investments (like the \$2.2B expansion of US 395 through Hillyard) are positioning the area for an era of revitalization; however, catalyst brownfields still require assessment to position them for redevelopment. Preliminary brownfields identified during preparation of the grant application include former railyards, auto repair and service stations, abandoned residential properties with aging structures that may contain regulated building materials, and various commercial properties.

The City will engage the community throughout the Project to prioritize revitalization opportunities in accordance with established community plans and objectives. The Project will include assessment activities at priority brownfield sites, including Phase I Environmental Site Assessments (ESAs) at up to 8 sites, and Phase II ESAs at up to 6 sites, and Regulated Building Materials (RBM) Surveys at up to 4 sites. The project will also include preparation of site-specific Analysis of Brownfields Cleanup Alternatives (ABCAs) and/or Remedial Action Plans (RAPs) and/or Reuse Plans for up to 4 sites and an area-wide planning study for the Market Street Corridor located in the Hillyard Business District (HBD).

1.2 Organizational Structure & Responsibilities

In the following sections we describe the roles and responsibilities of key personnel and organizations supporting this project.

1.2.1 KEY PERSONNEL

The City will be responsible for all administrative and programmatic tasks, including preparing and submitting quarterly, annual, and final performance reports in compliance with the program requirements and the Cooperative Agreement (CA). The City will oversee all project implementation and consultant oversight, geographic information system (GIS) data management, and public health activities associated with the Project.

Contact information for key personnel is provided in the following table.

City of Spokane Key Personnel		
Personnel Name & Title	Organization	Contact Info
Teri Stripes <i>Assistant Planner</i>	City of Spokane, Planning & Development Services Department	Phone: 509.625.6597 Email: tstripes@spokanecity.org
Spencer Gardner <i>Director, Planning Services</i>	City of Spokane, Community and Economic Development Department	Phone: 509.625.6097 Email: sgardner@spokanecity.org

1.2.2 REGULATORY AGENCIES

The City will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve project objectives, maintain budgets and schedules, and prepare plans and reports. The City will coordinate with EPA and Ecology to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. The City will coordinate with Ecology and EPA (as needed) for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents. EPA and Ecology will provide review and approval of ABCAs/RAPs for sites requiring cleanup.

Regulatory Agency Key Personnel		
Personnel Name & Title	Organization	Contact Info
Terri Griffith <i>EPA Brownfield Project Manager</i>	EPA Region 10 Brownfield Program	Phone: 206.553.8511 Email: griffith.terri@epa.gov
Sandra Treccani <i>Site Manager/Hydrogeologist</i>	Washington State Department of Ecology Toxics Cleanup Program	Phone: 509.329.3412 Email: Sandra.treccanni@ecy.wa.gov

1.2.3 ENVIRONMENTAL CONTRACTOR/CONSULTANT TEAM

The City routinely contracts engineering and consulting services and has management and procurement procedures in place to acquire these services through a competitive qualifications and evaluation and/or bidding process. In advance of the grant application, the City undertook a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500). The City solicited qualified consulting firms through a competitive public Request for Proposals/Qualifications (RFP/RFQ) seeking support for the Project. A panel of staff from the City reviewed the proposals and selected the most qualified environmental contractor/consultant team. In the Summer of 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected by the City to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.

Environmental Contractor/Consultant Team		
Personnel Name & Title	Organization	Contact Info
Cyrus Gorman, LG <i>Senior Associate/Project Manager</i>	Stantec	Phone: 206.494.5029 Email: cyrus.gorman@stantec.com
Aaron Wisher <i>Project Geologist/Field Crew Lead</i>	Stantec	Phone: 206.494.5043 Email: aaron.wisher@stantec.com

1.2.4 BROWNFIELD ADVISORY COMMITTEE (BAC)

The City has received commitment from community stakeholders for participation on a Brownfield Advisory Committee (BAC). The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. The BAC will serve as the Project steering committee and will be comprised of representatives from community organizations, state and local government agencies, environmental and health organizations, property/business owners, real estate professionals, community members, and other stakeholders.

BAC Members		
Personnel Name	Organization	Contact Info
Jesse Bank	Northeast Spokane Public Development Authority (NEPDA)	<i>Contact info is not available at this time. Jesse is starting July 2022 and does not have an email/phone number yet.</i>
Bob Hilmes	Washington State Department of Transportation (WSDOT)	Phone: 509-324-6089 Email: hilmesb@wsdot.wa.gov
Dr. Francisco R. Velázquez	Spokane County Regional Health District	Phone: 509-324-1500 Email: fvelazquez@srhd.org
Gary Ballew	Greater Spokane Inc.	Phone: 509-321-3634 Email: gballew@greaterspokane.org
Joel While	Spokane Home Builders	Phone: 509-532-4990 Email: jwhite@shba.com
Dave Richardson	Northeast Community Center	Phone: 509-487-1603
Amber Waldref	The Zone Project	Phone: 509-625-6255 Email: awaldref@necommunitycenter.com
Barb Stout-Henggeler	Minnehaha Neighborhood Council	Phone: 509-863-6927 Email: chair.minnehaha@gmail.com
Joe Carter	Hillyard Neighborhood Council	Phone: 509-625-6343 Email: hnc.hillyard.chair@gmail.com ;
Steve MacDonald	Spokane Community & Economic Development Department	Phone: 509.625.6835 Email: smacdonald@spokanecity.org

1.2.5 SUMMARY OF ROLES & RESPONSIBILITIES BY PROJECT TASK

Brownfield assessment funding from the EPA will be used to cover the costs of activities in direct support of brownfields sites as defined under CERCLA 101(39). The overall coordination of the Project will be conducted by Teri Stripes. The Consultant will provide technical assistance and EPA and Ecology will provide technical oversight.

An overview of the Project tasks and lead entities for each task is provided below.

- Task 1 - Grant Management, Reporting & Other Eligible Activities: This task will be carried out by the City with assistance from the Consultant.
- Task 2 – Community Engagement & Site Selection: This task will be facilitated by the Consultant with assistance from the City and NEPDA. The City will develop the site prioritization criteria (with input from the BAC) and approve the prioritization process. Eligibility determination (ED) requests for use of grant funds will be submitted to EPA for review and concurrence. ED requests for sites where petroleum is known or suspected will be submitted to Ecology for determination of petroleum eligibility and then submitted to EPA for review and concurrence.
- Task 3 - Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans: This task will be carried out by the Consultant with assistance from the City.
- Task 4 - Area-Wide Planning (AWP): This task will be conducted by the Consultant with assistance from the City.

1.3 Project Outputs & Outcomes

1.3.1 PROJECT OUTPUTS

The City has already prepared an inventory of brownfield sites and will use this database to assess brownfields within the community to catalyze cleanup and revitalization of priority sites. The City anticipates specific outputs to include the following:

Task 1 – Project Management, Reporting & Other Eligible Activities

- Prepare Quarterly Progress Reports (QPRs).
- Prepare annual Disadvantaged Business Enterprise (DBE) Reports.
- Prepare annual Federal Financial Reports (FFRs).
- Create and update property profiles in EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).
- Prepare final DBE Report, FFR, and Final Performance Report.

Task 2 – Community Engagement & Site Selection

Community Engagement:

- The Northeast Public Development Authority (NEPDA) is the public entity charged with revitalization of the target area and will lead BAC activities for this grant. NEPDA will coordinate and conduct meetings with the BAC (a minimum of 8 meetings), general public, and individual meetings with developers, property owners, and other stakeholders, as needed.
- Solicit, discuss and implement meaningful public input into the grant processes.
- Prepare a Community Involvement Plan (CIP) detailing outreach strategies to be implemented throughout the project.
- Prepare and publish public notices for all public meetings/workshops and to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to). (A minimum of 3 rounds of advertising to correspond with meetings at the beginning, middle, and end phases of the project).

- Prepare and publish articles to inform the community about the project.
- Prepare meeting materials, presentations and meeting minutes.
- Prepare and distribute project fact sheets and other informational materials.
- Prepare a Site Nomination Form for distribution to property owners and other stakeholders.
- Update the City's existing Brownfield Program webpage with project-specific information.

Site Selection:

Inventory activities have previously been performed under past EPA Grants. The inventory will be revisited to identify data gaps and add new sites, as needed. The City will leverage prior inventory activities and focus on stakeholder engagement to identify priority sites. As additional sites are identified, additional inventory activities will be completed in support of eligibility and assessment activities. Activities are anticipated to include:

- Prioritize sites identified in the brownfield inventory completed for the target area.
- Conduct windshield survey activities for new sites added the inventory.
- Work with the BAC to develop ranking criteria and process for site prioritization efforts.
- Prioritize sites for assessment and/or cleanup planning activities.
- Prepare site-specific ED requests for priority sites for submittal to EPA and/or Ecology (petroleum sites).

Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

- Obtain Access Agreements for sites prioritized for Phase I ESAs.
- Develop one comprehensive Master Quality Assurance Project Plan (QAPP).
- Prepare Health and Safety Plans (HASPs) for sites selected for Phase I and/or II ESAs.
- Prepare site-specific Sampling and Analysis Plans (SAPs) for sites selected for Phase II ESAs.
- Prepare Endangered Species Act Section 7 and National Historic Preservation Act (NHPA) Section 106 consultations (as required) for sites selected for Phase II ESAs.
- Complete Phase I ESAs in compliance with ASTM E1527-21 at up to 8 high priority brownfield sites.
- Complete Phase II ESA and/or supplemental assessment activities at up to 6 high priority brownfield sites.
- Complete RBM Surveys at up to 4 high priority brownfield sites.
- Prepare site-specific ABCAs and/or RAPs and/or Reuse Plans for up to 4 high-priority brownfields sites.

Task 4 – Area-Wide Planning (AWP)

- Complete one brownfield AWP study including a market/feasibility study, design charettes and renderings for the Market Street Corridor area in the Hillyard Business District (HBD).

1.3.2 PROJECT OUTCOMES

Grant funding will allow the City to continue its Brownfield Site Reuse and Revitalization Program. The City has developed an organizational infrastructure to enhance the processes for assessing, remediating, and catalyzing brownfield redevelopment. Other key objectives include raising awareness of brownfields and brownfield redevelopment tools; spurring private investment and creating jobs through development projects on brownfield sites; and reducing threats to human health and the environment.

The following types of potential outcomes will be tracked on a quarterly basis for sites where EPA grant funds are used:

- Numbers of sites/acres cleaned up.
- Numbers of sites for which property title transfers are facilitated.
- Numbers of sites and acres of land redeveloped.
- Numbers of acres of Greenspace created.
- Amount of private investment and other funding leveraged.

- Number of jobs created or retained.
- Number of sites and acres for which Phase I ESAs are performed.
- Number of sites and acres for which Phase II ESAs are performed.
- Number of sites for which RBM Surveys are performed.
- Incorporation of green and sustainable assessment and remediation (GSR) techniques that are applicable to Phase II ESA, ABCA, and/or RAP.
- Number of community meetings held.

2 PROJECT TASK DESCRIPTIONS

In the following sections we include descriptions of the activities anticipated for each task.

2.1 Task 1 – Project Management, Reporting & Other Eligible Activities

2.1.1 PROJECT MANAGEMENT & REPORTING

Objective: Manage the Project in accordance with EPA requirements and CA terms and conditions.

Activities: EPA compliance reporting, ongoing meetings with EPA and the consultant, and overall project management (e.g. maintain budget, schedule, etc.).

Lead: The City with support from the Consultant.

Milestones, Deliverables & Schedule:

- The Brownfields Program Manager (Teri Stripes) will coordinate grant activities with the Consultant and will serve as the liaison to Ecology, EPA and other stakeholders.
- Records will be created and maintained (in the City's Planning and Development Services Office) for each property that receives grant funds (i.e. documentation of where/how grant funds are used will be documented in quarterly reports and property profiles will be created/updated in ACRES). Property profiles will be completed and updated quarterly in ACRES for each property where grant funds are expended.
- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (i.e. reports will be submitted by January 30, April 30, July 30, and October 30)]. These reports will describe the progress made for each task defined in this Work Plan and additional information as required in EPA's CA Terms and Conditions. The reports will be submitted electronically to the EPA Project Officer unless another arrangement is discussed and approved by EPA.
- FFR and DBE Reports will be prepared and submitted to EPA annually within 30 days of the end of the fiscal year ending in September (i.e. reports will be submitted by October 30).
- A Final Performance Report, DBE Report and FFR will be completed and submitted (electronically) to the EPA Project Officer within 90 calendar days (or sooner) following the expiration or termination of the award. The final report will contain the same information as the QPRs but will cover the entire Project period. In addition, the final report will specifically address lessons learned, successes achieved, and Project fact sheet and/or other information on project.

2.1.2 OTHER ELIGIBLE ACTIVITIES

Objective: Attend one national brownfield conference/training and one regional brownfield conference/training.

Activities: Two City personnel will attend three national brownfield conference/training and/or regional brownfield conference/training events.

Lead: The City.

Milestones, Deliverables & Schedule:

- The next regional brownfields conference is anticipated for 2023.
- The next national brownfields conference the City plans to attend is anticipated for 2024.

2.1.3 CONTRACTOR PROCUREMENT

Objective: Procurement of a contractor in accordance with a qualifications-based procurement and evaluation process, consistent with applicable federal procurement rules (2 CFR 200.317 - 200.326 and 2 CFR Part 1500).

Activities: The City issued a request for proposal from qualified consultants on March 13, 2020 for grant writing and implementation services.

Lead: The City.

Milestones, Deliverables & Schedule:

- The City received proposals from 6 qualified firms.
- On May 20, 2020, a team led by Stantec Consulting Services Inc. ("the Consultant") was selected to provide technical and project management assistance for multiple EPA Brownfields Grant applications/projects.
- The City Council was briefed on the Consultant contract on July 20, 2020 and contract authorization was approved by the City Council on July 27, 2020.
- The Consultant's contract was executed by the City on August 4, 2020.

2.2 Task 2 - Community Engagement & Site Selection

2.2.1 COMMUNITY OUTREACH & INVOLVEMENT ACTIVITIES

Objective: Ensure community concerns are considered and inform assessment planning and execution.

Activities: A robust engagement process will be initiated upfront to engage the community and gather input to guide short- and long-term program goals and objectives. Ongoing BAC meetings (minimum of 2 per year) and public meetings (minimum of 2 per year) will be hosted. Targeted outreach and individual meetings with stakeholders and property owners will also be conducted on an ongoing basis. Community outreach meetings will also include visioning exercises (such as design charrettes) to inform a common redevelopment strategy and implementation plan in support of AWP activities.

The City will work closely with its project partners to solicit input, connect with key stakeholders, conduct outreach and engagement activities, and facilitate the site prioritization and selection process. Within the first quarter, the City will prepare a grant-specific Community Involvement Plan (CIP). The CIP will utilize existing channels of communication, including:

- The City encourages community participation through their dedicated brownfields and project-specific webpages (<https://my.spokanecity.org/economicdevelopment/incentives/brownfields-program>).
- NEPDA will serve as the primary conduit for communication between the City and Hillyard stakeholders, encouraging participation through a dedicated project webpage, blog posts, informative handouts, and quarterly meetings at the Northeast Community Center in the Hillyard Neighborhood.
- The Spokane Homebuilders Association will disseminate info to their members via regular newsletters and meeting regarding activities that can be funded by the grant to support affordable housing projects.

The City and its project partners will also utilize other proven strategies to unlock developer interest and reach the most disenfranchised stakeholders. These methods will be adjusted as needed to incorporate appropriate social distancing and other measures being taken to reduce the spread of COVID-19:

- **Meetings with Property/Business Owners and Developers:** The City regularly conducts meetings with property/business owners and developers and will leverage these relationships to solicit interest and participation from investors within the Northeast Spokane target area. During periods with increased COVID-19 protocols, meetings will occur online via video conferencing platforms like MS Teams and Zoom.
- **Social Media:** The City and its partners have established social media channels that will be utilized to ensure that residents and stakeholders stay informed and feel included in the decision-making process. The City will use social media outlets to engage with students and younger audiences about the project.
- **Emails & Newsletters:** A comprehensive stakeholder list will be created, and emails and newsletters will be sent periodically. These will also be available in other languages (e.g. Spanish), as needed.
- **Boots on the Ground:** Tactical events such as outreach campaigns with pop-up boards and listening posts at local schools, and weekend meetings at the Northeast Community Center and/or Hillyard Library are tools that can capture the attention of parents, business owners and those without internet. The City will follow current CDC guidance and COVID-19 protocols for all events.

Lead: The City with support from NEPDA.

Milestones & Deliverables:

- Convene the BAC.
- Prepare CIP.
- Coordinate and conduct at least 8 meetings with the BAC. In addition, the City and NEPDA will host public meetings/workshops, and individual meetings with stakeholders and property owners (as needed) to solicit input, publicize the program and promote community and property-owner participation.
- Prepare and make publicly available a **Site Nomination Form** to solicit community input regarding identification and prioritization of sites of concern and to identify sites where environmental contamination (real or perceived) may be limiting redevelopment/reuse and business expansion.

Estimated Submittal/Completion Dates:

- Summer/Fall 2022: Updated the existing Site Nomination Form and Site Prioritization Criteria Documents.
- Fall 2022: Convene the BAC (composed of community organizations and other stakeholders) for a kick-off meeting. BAC meetings will be ongoing throughout the Project (as described in the activities above). The City and NEPDA will host public kick-off meeting. Additional public meetings will be ongoing throughout the Project (as described in the activities above).

Note: The meeting dates provided above are estimates and may change to coordinate BAC and/or public meetings with other relevant project meetings hosted by NEPDA and the City.

2.2.2 PROJECT UPDATES & OTHER PUBLIC INFORMATION ACTIVITIES

Objective: Ensure the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

Activities: Update and maintain the City's existing brownfield project webpage. Update existing project fact sheets and informational materials specific to community members and property owners. Prepare press releases and articles announcing project activities and upcoming meetings. Prepare and publish public notices to solicit public comments on ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to).

Lead: The City with support from NEPDA, BAC and Consultant.

Milestones & Deliverables:

- The City's existing brownfield program webpage ([Brownfields Program - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/brownfields)) will be updated to include information about the FY2022 Assessment Grant Project.
- Existing fact sheets (specific to property owners and the general public) will be updated and distributed at the beginning of the Project. The fact sheets will be made available on the project webpage and updated throughout the project (as appropriate).
- A Process Guide will be reviewed and updated as needed to inform property owners of what to expect should grant-funded Phase I and/or II ESA activities be approved for their property.
- Press releases will be used to inform the public of the project, announce key milestones, and upcoming meeting dates.
- Meeting minutes, handouts and presentations will be prepared for all BAC and community outreach meetings and will be made available on the City's project webpage.

Estimated Submittal/Completion Dates:

- Spring 2022: Publish article/press release announcing EPA grant award.
<https://my.spokanecity.org/news/releases/2022/05/23/city-receives-500000-in-grants-for-northeast-area/>
<https://www.spokesman.com/stories/2022/jun/02/northeast-spokane-development-eyed-as-part-of-brow/>
- Summer 2022: Update existing Project fact sheets and Site Nomination Form. Update Process Guide for property owners. Develop/update content for the Project webpage.

2.2.3 SITE INVENTORY & PRIORITIZATION ACTIVITIES

Objective: Update the existing GIS-based inventory of potential brownfield sites as needed to aid in identifying priority cleanup and redevelopment opportunity sites, reaching out to property owners, and selecting sites for assessment and/or cleanup planning activities. The data will be integrated with the City's databases to better relate the presence of brownfields to various economic impacts and/or health data and to serve as a long-term planning tool.

Activities: The following activities may be completed as part of updating the inventory:

- Incorporate previous redevelopment or brownfields site databases; and
- Identify environmental records for all sites in the target area listed in EPA, Ecology, and/or local environmental databases;

- Review select County, City, and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, LoopNet, assessors data, and sites identified in recent plans and studies);
- Review available historical Sanborn Fire Insurance Maps, aerial photographs, topographic maps, local directories and/or other sources of information to identify historic sites which have a significant potential for impacts;
- Survey local real estate industry representatives for information on sites in the target areas;
- Conduct windshield surveys throughout the target areas to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies and collect photographs and/or video via a cellphone or tablet to share with project stakeholders;
- Review other State and County records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

Following inventory activities, sites will be prioritized for assessment and/or cleanup planning. The following criteria may be analyzed when prioritizing sites (the final criteria and order of importance will be determined by the BAC):

- property owner willingness/ability to obtain site access (pass/fail criteria);
- economic development potential/opportunities;
- known or suspected threats to public health;
- sites identified in existing community planning documents;
- degree of known or suspected environmental impacts;
- degree of blight or underutilization;
- tax delinquency status;
- community concerns; and
- social, demographic and health data (as available) within the immediate site vicinity.

Lead: The Consultant will lead the inventory and prioritization activities with support from the City and the BAC.

Milestones & Deliverables:

- GIS-based comprehensive inventory of potential brownfield sites within the target area. The inventory will include a description of historical site use(s), RECs/contaminants of concern, and property status (vacant, underutilized, etc.).
- GIS maps of potential brownfields sites, as needed, for planning and property redevelopment marketing.
- Brownfield inventory report documenting inventory and prioritization methods.

Estimated Submittal/Completion Dates:

- Fall 2022: Review existing inventory to identify data gaps and determine if new sites should be added.
- Winter 2022/2023: Development of site prioritization criteria and prioritization activities with support from the City and the BAC.

2.2.4 SITE ELIGIBILITY DETERMINATION (ED) REQUEST ACTIVITIES

Objective: The Consultant will prepare ED requests for sites prioritized for assessment and/or cleanup/reuse planning activities.

Activities: Prior to initiating any site-specific work, ED requests will be submitted to the EPA Project Officer using the supplied eligibility outline worksheet. Site eligibility will be reviewed and concurred on by the EPA Project Officer. As part of the ED process for sites where petroleum is known or suspected, information will first be submitted for review by Ecology to obtain a petroleum determination letter to submit to EPA for concurrence.

Lead: The Consultant with assistance from the City.

Milestones & Deliverables: Completed/approved ED forms.

Estimated Submittal/Completion Dates:

- Fall 2022: ED requests will be submitted to the EPA and Ecology throughout the grant period. The first ED request is estimated to be completed in fall or winter of 2022.

2.3 Task 3 – Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans

2.3.1 PHASE I ESA ACTIVITIES

Objective: Evaluate past and current site uses to assess potential for environmental contamination.

Activities: The following activities may be completed as part of the ESA tasks:

- Phase I ESAs will support property transfers and eventual redevelopment and provide information for evaluating the need for Phase II ESAs and cleanup. The City anticipates conducting Phase I ESAs for up to 8 sites.
- The Consultant will complete Phase I ESAs in accordance with ASTM Practice E1527-21 and the All Appropriate Inquiry (AAI) rule. The City will contact site owners and negotiate Access Agreements.
- The ACRES database will be updated following completion of each Phase I ESA. An AAI Phase I ESA checklist will also be completed for submittal to EPA.

Lead: The Consultant will lead the Phase I ESA task with assistance from the City for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- Site-specific HASPs
- Phase I ESA Reports
- AAI Checklists
- Updated ACRES database

Estimated Submittal/Completion Dates:

- Phase I ESA checklists and reports will be prepared throughout the grant period. The first Phase I ESA report is estimated to be completed in fall/winter 2022.

2.3.2 PHASE II ESA & RBM SURVEY ACTIVITIES

2.3.2.1 Master Quality Assurance Project Plan (QAPP)

Objective: Establish quality assurance/quality control (QA/QC) procedures applicable throughout the life of the grant-funded Project.

Activities: Before beginning Phase II ESA work, the City and the Consultant will participate in a pre-QAPP conference call with EPA, if required. The existing Master QAPP (i.e. not site-specific) that addresses both hazardous substances and petroleum sites will be updated and submitted to EPA and Ecology for review and approval. The Consultant will finalize the Master QAPP once EPA and Ecology have reviewed and provided comments on the draft.

For cost savings and efficiency purposes, the existing comprehensive Master QAPP will be updated at the beginning of the project. This approach will provide for ample EPA and Ecology review and approval of the document well in advance of Phase II ESA activities and will significantly reduce costs associated with preparing multiple site-specific QAPPs throughout the life of the project. The Master QAPP will cover the full spectrum of field, sampling and analytical laboratory procedures for both hazardous substances and petroleum sites. Additionally, the Consultant will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new Disadvantaged Business Enterprises (DBE) labs and drillers to the QAPP.

The Master QAPP will be supplemented by a Site-Specific Sampling and Analysis Plan (SAP) prepared for each site selected for a Phase II ESA. As described in the following section, the SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

Lead: The Consultant will prepare the QAPP and the City will review the draft prior to submittal to EPA and Ecology.

Milestones & Deliverables: Draft and Final Master QAPP. Annual QAPP Revisions (as needed).

Estimated Submittal/Completion Dates:

- November 2022: Draft Master QAPP submitted to EPA and Ecology for review.
- January 2023: Final Master QAPP completed (pending EPA and Ecology review time).

2.3.2.2 Phase II ESA & RBM Survey Activities

Objective: Collect environmental sampling data to assess conditions, evaluate risks to human health and the environment, prepare for cleanup planning, and facilitate property transfers and redevelopment.

Activities: The City anticipates conducting Phase II ESAs for up to 6 sites and RBM Surveys for up to 4 sites, where the Phase I ESAs or other available information suggests that additional investigation is warranted. Phase II ESA activities will include sampling and analysis of soil, groundwater, and/or soil vapor, and report preparation. RBM Survey activities will include sampling and analysis of hazardous building materials and report preparation.

SAPs addressing each property where Phase II ESA and/or RBM Survey work is anticipated will be submitted to EPA and Ecology for review prior to conducting any field activities. The SAP will define site conditions and applicable cleanup standards for constituents of concern and defer to the field, sampling, and analytical laboratory procedures defined in the EPA-approved Master QAPP.

For each Phase II ESA, the Consultant will provide information to the City to help fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act

(NHPA) Section 106. The information will include the Project location, any threatened or endangered species or habitat that may be affected by the Project, whether a site is of concern to the State Historic Preservation Officer (SHPO), a list of Tribes who might believe the Project could disturb cultural resources, and an evaluation as to whether cleanup/redevelopment plans could have adverse effects on endangered or cultural resources. The City will send letters to be submitted to the EPA.

The ACRES database will be updated following completion of each Phase II ESA.

Lead: The Consultant will lead the Phase II ESA task with assistance from the Coalition and the BAC for site selection, data acquisition, and report review and distribution. The City will execute Access Agreements with property owners with support from the Consultant.

Milestones & Deliverables:

- EPA-approved SAPs
- Site-specific HASPs
- Phase II ESA Reports
- RBM Survey Reports
- Updated ACRES database
- Green and sustainable efforts updates (included in quarterly reporting)
- Endangered Species Act Section 7 and NHPA Section 106 consultations (as necessary)

Estimated Submittal/Completion Dates:

- Winter/Spring 2023: Phase II ESA fieldwork underway at first site.
- Spring/Summer 2023: First Phase II ESA report(s) completed (ongoing throughout Project).

2.3.3 SITE-SPECIFIC CLEANUP/REUSE PLANS

Objective: Prepare site-specific ABCAs, RAPs and/or Reuse Plans for up to 4 sites to address contamination, risks to human health and the environment, and support brownfield redevelopment.

Activities: The City will conduct cleanup and redevelopment planning as required for brownfields where redevelopment is imminent and such activities will move redevelopment forward. Planning may include preparation of ABCAs and/or RAPs and/or Reuse Plans. ABCAs/RAPs will describe detected contamination; conceptual site models; site-specific remedial action objectives; state and federal cleanup regulatory requirements; and evaluation of institutional and engineering controls. Reuse Plans may include a reuse vision, disposition strategy, reuse assessment, infrastructure evaluation, land use assessment, and/or reuse/redevelopment strategies.

Stakeholder meetings will be held, as needed, to develop and review the most appropriate and effective remedial/reuse options for each selected brownfield site and redevelopment. The City and the Consultant will work closely with EPA and Ecology when considering options for cleanup planning. The public notice and comment period for any ABCAs prepared using grant funding (including documentation of significant comments received and how they were/are being responded to) will be conducted under Task 2.

Lead: The Consultant will lead with assistance from the City and the BAC on data acquisition, planning, and deliverable review and distribution.

Milestones & Deliverables:

- Site-specific ABCAs and/or RAPs and/or Reuse Plans

- Updated ACRES database

Estimated Submittal/Completion Dates:

- Summer/Fall 2023: First site-specific ABCA/RAP/Reuse Plan complete.

2.4 Task 4 – Area-Wide Planning (AWP)

2.4.1 AREA-WIDE PLANNING

Objective: The City’s Spokane Comprehensive Plan (Amended 2020) identified the Hillyard Business District (HBD) as a key center and corridor, which allows for urban scaled mixed-use development. The City hasn’t prepared an updated subarea plan for HBD. The City earmarked EPA brownfield funding to meet this need.

Activities: With support from the City and NEPDA, the Consultant will develop an AWP report for the HBD. The AWP activities will include a market study/infrastructure analysis and identify revitalization strategies for the Market Street Corridor.

Lead: The Consultant will lead with assistance from the City, NEPDA and the BAC on planning, public outreach, and deliverable review and distribution.

Milestones & Deliverables: AWP document.

Estimated Submittal/Completion Dates:

- Winter 2022/Spring 2023: Project kick-off meeting.
- Summer 2023: AWP study completed.

3 Schedule & Deliverables

The table below summarizes the anticipated deliverable schedule (assuming a project start date of October 1, 2022) and the agency/office each will be submitted to. There will be some pre-award activities (July – September 2022) however, no costs will be incurred under the cooperative agreement during that time.

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Pre-award (July-Sept. 2022)	<ul style="list-style-type: none"> ▪ Promote and advertise project in the community. ▪ Kick-off meeting with Consultant, NEPDA and the EPA. 	X			

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Month 1 - 3 (Oct. – Dec. 2022)	<ul style="list-style-type: none"> ▪ Kick-off meeting with Consultant and EPA. ▪ Update existing Site Nomination Form and Access Agreement Template. ▪ Update existing project fact sheets and website content. ▪ Prepare Master QAPP Update. ▪ Prepare CIP. 	X	X		
Month 4 (Jan. 2023)	<ul style="list-style-type: none"> ▪ BAC and Public Kick-off Meetings (2 BAC and 2 public meetings will be conducted during the first year and an estimated 2 meetings per year during subsequent years). ▪ Prepare first QPR - continue preparing quarterly for duration of project. 	X			
Ongoing	ED approval requested & confirmed (~30 days before Phase I ESAs are scheduled and ~60 days before Phase II ESAs are scheduled).	X	X (petroleum sites only)		
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Endangered Species Act Section 7 and NHPA Section 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs only)		
Ongoing	<ul style="list-style-type: none"> ▪ Prepare Phase I & II ESA Reports (including RBM Survey Reports). ▪ Prepare AAI Rule Checklist (Form EPA 560-R-11-030) ▪ Prepare ABCA/RAP deliverables. ▪ Prepare Site Reuse Plan deliverables. 	X	X (ABCAs/ RAPs for sites requiring remedial action)		
Annually	Prepare annual FFR and DBE Utilization Reports for submittal by October 30th of each year.	X		X	X
Bi-monthly	Prepare requests for reimbursement (approximately every 1-2 months).				X
Before fieldwork begins	<ul style="list-style-type: none"> ▪ Execute Site Access Agreements. ▪ Prepare HASP. ▪ Prepare SAP (for Phase II ESAs). ▪ Prepare Section 7 and 106 consultations as appropriate (for Phase II ESAs). 	X	X (SAPs)		

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Months 48 – 52	Prepare Final DBE Report & FFR & Final Drawdown.	X		X	X
Months 48 – 52	Prepare Final Performance/Close-Out Report with summary fact sheets/success stories, photos, and lessons learned.	X			

4 Budget

4.1 Budget Table

The table below provides an overview of the proposed budget by category and task.

Budget Categories	<u>Task 1</u> Project Management, Reporting, & Other Eligible Activities	<u>Task 2</u> Community Engagement & Site Selection	<u>Task 3</u> Phase I/II ESAs, RBM Surveys & Cleanup/Reuse Plans	<u>Task 4</u> Area-Wide Planning (AWP)	Budget Category Total
Personnel	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$16,000.00
Fringe Benefits	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$8,000.00
Travel ¹	\$7,800.00	\$0.00	\$0.00	\$0.00	\$7,800.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$18,000.00	\$12,000.00	\$357,000.00	\$80,000.00	\$467,000.00
Other ²	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Total Direct Costs	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00
Total Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Budget	\$33,000.00	\$18,000.00	\$363,000.00	\$86,000.00	\$500,000.00

¹ Travel for two City staff to attend three brownfields-related conferences/trainings.

² Conference registration fees for two City staff to attend three brownfields-related conferences/trainings.

4.2 Budget Narrative

Below we provide detailed budget tables by task. The budget assumes an average hourly rate of \$150/hour for the contractual services and an average hourly rate of \$60/hour for City staff (\$40/hour for personnel + \$20/hour for fringe benefits). Project activities performed in whole or in part with EPA cooperative agreement funds will comply with all applicable City of Spokane laws and policies, state laws, [2 CFR Part 200 Unified Grant Guidance \(UGG\)](#) for Federal Awards, and cross-cutting federal requirements.

TASK 1 – PROJECT MANAGEMENT, REPORTING & OTHER ELIGIBLE ACTIVITIES

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Project Management & Client Meetings	\$150/hour	45 hours	\$6,750
Compliance Reporting ¹	\$150/hour	75 hours	\$11,250
Travel (Brownfields Conferences/Trainings)	--	--	--
Airfare (\$500 roundtrip x 2 attendees)	\$1,000	3 events	\$3,000
Lodging (\$200/night x 3 nights x 2 attendees)	\$1,200	3 events	\$3,600
Meals (\$200/conference x 2 attendees)	\$400	3 events	\$1,200
Other	--	--	--
Conference Registration Fees (\$200/conference x 2 attendees)	\$400	3 conferences	\$1,200
Total Direct Costs	--	--	\$33,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$33,000

¹ Includes ACRES updates, monthly meeting agendas/notes, quarterly progress reports, annual DBE Utilization reporting, annual FFRs, and Final Performance Report and related materials.

TASK 2 – COMMUNITY ENGAGEMENT & SITE SELECTION

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Stakeholder Meetings & Public Outreach Support	\$150/hour	30 hours	\$4,500
Site Prioritization Activities & Eligibility Requests	\$150/hour	50 hours	\$7,500
Total Direct Costs	--	--	\$18,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$18,000

TASK 3 – PHASE I/II ESAs, RBM SURVEYS, & SITE-SPECIFIC CLEANUP/REUSE PLANS

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Programmatic QAPP Comprehensive Update ¹	\$6,000/QAPP	1 QAPP	\$6,000
Phase I ESAs (<i>for each Phase I, cost includes preparation of a Health & Safety Plan [HASP]</i>)	\$5,000/site	8 sites	\$40,000
Phase II ESAs <i>for each Phase II, cost includes:</i> - <i>Preparation of a site-specific Sampling & Analysis Plan (SAP),</i> - <i>Preparation of a HASP</i> - <i>Compliance Review of federal crosscutters, including NHPA Section 106 & Endangered Species Act Section 107</i>	\$40,000/site	6 sites	\$240,000
RBM Surveys	\$7,750/site	4 sites	\$31,000
Site-Specific ABCAs/RAPs/Reuse Plans	\$10,000/site	4 sites	\$40,000
Total Direct Costs	--	--	\$363,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$363,000

TASK 4 – AREA WIDE PLANNING (AWP)

Description	Unit Cost	Units	Total
Personnel Labor	\$40/hour	100 hours	\$4,000
Fringe Benefits	\$20/hour	100 hours	\$2,000
Contractual	--	--	--
Hillyard Business District/Market Street Corridor AWP	\$80,000	1 area	\$80,000
Total Direct Costs	--	--	\$86,000
Total Indirect Costs	--	--	\$0
Total Budget	--	--	\$86,000

Total Direct Costs - \$500,000**Budget Narrative Notes**

1. Programmatic QAPP – The QAPP is a very large document that is over 3,000 pages and over two years old so it will need a thorough update for the current Grant. Anytime this document is updated it takes a significant effort to gather the current data from all the analytical laboratories (current SOPs, certificates, etc.), revise the text and tables, and reassemble all the individual pieces. The initial QAPP update likely won't use the entire \$6K budget and will leave enough budget in this task should another update be needed later in the project. Additionally, the environmental contractor will refresh EPA's 6 Good Faith Efforts and look for opportunities to add new DBE labs and drillers to the QAPP which will require significant updates to incorporate new subcontractors in the document.

RATE SCHEDULE AND OTHER DIRECT REIMBURSEMENTS

Grant Implementation Services

Implementation will be performed in accordance with the rates provided in the table below. Services will be billed on a time and materials basis not to exceed the total contractual budget established in the City's EPA-approved Cooperative Agreement Work Plan. To the extent possible, the majority of work will be completed by staff at lower billing levels with oversight from senior staff.

Project Role	Relevant Personnel	Hourly Rate	Project Role/Task Description
Staff Engineer/Scientist I	TBD	\$ 147.00	Support various project tasks
Staff Engineer/Scientist II	TBD	\$ 153.00	Support various project tasks
Brownfield Inventory Specialist	Aaron Wisher	\$ 166.00	Task 3 - Site Inventory/Prioritization
Project Chemist/Staff Engineer	Sarah Von Raesfeld / Roxanne Russell	\$ 172.00	Support various project tasks
Project Manager	Cyrus Gorman	\$ 172.00	Manage/support all task
Database Manager	Iris Little	\$ 181.00	Task 3 - Phase II ESAs
Urban Planning/Design	Ryan Givens	\$ 187.00	Task 4 - Area-wide planning
Senior Technical Reviewer	Leonard Farr Jr.	\$ 207.00	Review technical deliverables
Senior Grant Specialist	Chris Gdak	\$ 237.00	Support various project tasks

Stantec billing rates are provided for 2022 and are subject to annual increase beginning January 1, 2023. Upon request, Stantec will provide cost estimates for other fees/expenses, including equipment rental and other reimbursable expenses as needed during the project. Subconsultant, subcontractor, analytical laboratory and other similar third-party charges will be charged at cost plus 5% markup.

Other Direct Disbursements

Disbursement	Rate
Vehicle Mileage	Prevailing IRS Rate
Subcontract Services	ActualCost+5%
Travel/PerDiem	ActualCost+5%
Capital Purchases and Expendable Materials	ActualCost+5%
Postage and Shipping	ActualCost+5%
Standard Field Equipment	(See Attached Schedule)

Standard Field Equipment:

Standard Field Equipment	Rate
Air Sampling Equipment	\$75/day
Bailer – Disposable	\$10/each
Bailer – Disposable Weighted	\$20/each
Bailer – Quick E-Bailer System	\$95/day
Bailer – Reusable	\$25/day
Drum – 55 Gallons	\$75/each
Digital Camera	\$30/day
Draeger Sampler (tubes not included)	\$35/day
Field Communication – Two-Way Radio	\$25/day
Field Computer	\$60/day
Field Test Kit – Groundwater	\$60/each
Field Test Kit – Soil	\$60/each
Field Test Kit – SVE	\$60/each
Field Vehicle – Mileage	Prevailing IRS rate
Field Vehicle	\$150/day
Field Vehicle – Sampling Truck	\$305/day
Field Vehicle – Truck/Van	\$175/day
Flame Ionization Detector (FID)	\$160/day
Generator	\$80/day
Gloves – Colored Cloth	\$5/pair
Gloves – Colored Leather	\$20/pair
Gloves – Colored Nitrile	\$0.30/pair
Gloves – Kevlar Under Glove	\$10/pair
H&S – Level B Safety Equipment	\$205/day
H&S – Level C Safety Equipment	\$105/day
H&S – Level D Safety Equipment	\$65/day
H&S – Traffic Control Equipment	\$75/day
Hand Auger	\$35/day
Low Flow Purge/Sampling System	\$95/day
Meter – Oil/Water Interface	\$65/day
Meter – Anemometer	\$30/day
Meter – CO	\$75/day
Meter – Data Logger	\$155/day
Meter – Dissolved Oxygen	\$75/day
Meter – DO/ORP/Temp/Conductivity	\$110/day
Meter – Dosimeter	\$50/day
Meter – Ferrous Iron	\$10/day
Meter – Flow	\$35/day
Meter – H2S Detector	\$90/day
Meter – LEL/O2	\$90/day
Meter – Magnehelic (Gauge)	\$40/day

Standard Field Equipment (continued):

Standard Field Equipment	Rate
Meter – Magnetometer	\$55/day
Meter – Manometer	\$30/day
Meter – Measuring Wheel	\$10/day
Meter – Metal Detector	\$50/day
Meter – Multimeter	\$120/day
Meter – O ₂ /CO ₂	\$120/day
Meter – ORP	\$30/day
Meter – Other	quote/day
Meter – Ozone	\$30/day
Meter – pH/Temp/Conductivity	\$35/day
Meter – Turbidity	\$80/day
Meter – Dust Monitor	\$130/day
Meter – Velocity	\$30/day
Meter – Water Level Indicator	\$40/day
Photoionization Detector (PID)	\$120/day
Pressure Washer	\$50/day
Pump – Air Sampling	\$50/day
Pump – Centrifugal	\$55/day
Pump – Groundwater Sampling	\$120/day
Pump – Peristaltic	\$55/day
Pump – Trash	\$40/day
Pump – Well Sampling	\$30/day
Pump – Well Sampling/Purge	\$50/day
Reproduction – 11x17 Color Plot/Print/Copy	\$2/copy
Reproduction – 24x36 Color Plot/Print	\$10/copy
Reproduction – 8.5x11 B&W Copies	\$0.15/copy
Reproduction – 8.5x11 Color Copies	\$1.25/copy
Reproduction – Oversized B&W Plot/Print	\$1/copy
Reproduction – Oversized Color Plot/Print	\$15/copy
Soil Sample Ring/Sleeve	\$11/each
Survey Equipment – Laser Plane Level & Receiver	\$220/day
Transducer	\$35/each
Tedlar Bag	\$20/each

NOTE: Other equipment needs will be priced on a per project basis.



Stantec Consulting Services Inc.
3400 188th Street SW, Suite 285
Lynnwood WA 98037-4772

March 15, 2023

Project/File: Project Team - City of Spokane and the Northeast Spokane Development Authority

Project Team:

City of Spokane

Planning and Economic Development
808 West Spokane Falls Boulevard
Spokane, WA 99201

Northeast Public Development Authority
4001 North Cook Street
Spokane, WA 99207

Reference: Hillyard / Northeast Spokane Subarea Plan – American Rescue Plan Act (ARPA) Funded Components

Dear Project Team,

Stantec appreciates this opportunity to provide consulting services for a Subarea Plan for the Hillyard / Northeast Spokane areas of the City (“Subarea Plan”). The Subarea Plan aims to plan for community and business recovery and resiliency by engaging local stakeholders, examining existing area conditions, assessing infrastructure availability/deficiencies, and defining strategies to support community recover, job growth, community revitalization, and modernize essential infrastructure. The Subarea Plan is strongly connected to the remediation and reuse of perceived and known contaminated sites within the neighborhood. The Subarea Plan will leverage funding from four sources:

- 1) Washington State Department of Ecology (Ecology) Integrated Planning Grant (IPG) awarded to the Northeast Public Development Authority (NEPDA) in 2021;
- 2) United States Environmental Protection Agency (EPA) Brownfield Assessment Grant awarded to the City of Spokane (City) in 2022 (**OPR 2020-0603**);
- 3) American Rescue Plan Act (ARPA) of 2021 funds awarded to the City in 2021; and
- 4) The NEPDA General Operating Fund.

Stantec provided a work plan to the City of Spokane and NEPDA staff dated March 9, 2023 that details the overall tasks and budget to complete a Subarea Plan; whereas Stantec prepared this March 15, 2023 scope of work to specifically identify the tasks/work that will be funded from the City’s ARPA funds. *Table 1 Project Fee* at the end of this document provides a summary of each task and the ARPA funding needed.

PROJECT OVERVIEW

The Subarea Plan Focus Area (the “Focus Area” herein) encompasses the parcels and public rights-of-way within the Hillyard Neighborhood (including its business district), the east Hillyard industrial area (also referred to as “the Yard”), portions of the east and west residential Hillyard Neighborhood and the western slopes of Beacon Hill. The approximate 1,740-acre Focus Area is generally bounded by Crestline Street to the west, East Wellesley Avenue/Garnet Avenue to the south, South Havana Street/North Fancher Beacon Lane to the east, and East Francis Avenue to the north. The Subarea Plan will approach reuse and revitalization planning as a series of six (6) “Character Districts” with the goal to recognize and address the unique land use and infrastructure needs for these geographic areas within the larger Focus Area. (See

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

Figure 1 for the Focus Area boundaries and the planned Character District designations). The Character District boundaries may be adjusted through the planning process to recognize existing structures, parcel lines, and stakeholder recommendations.

The Subarea Plan will result in a final document comprised of elements related to community context, the community's vision, land use and urban design, housing, transportation and mobility, utilities and drainage, open space and environment, economic development, and an action plan. Technical findings/reports will be provided as an appendix to the final document. This background information may serve as a basis for future study. A notable goal will be to devise a series of revitalizations strategy to address prolonged housing needs, infrastructure deficiencies, improve quality-of-life, increase economic opportunity, and place brownfields and other underutilized properties back in the productive use. This project also aims to address displacement of existing residents/businesses as the Focus Area improves over time.

Stantec will serve as the project prime consultant. Stantec will provide project management, land use planning, urban design, geospatial analysis, and civil engineering services. Subconsultant partners will provide technical analysis for specific components of the Subarea Plan relating to market assessment, mobility planning, and funding strategies. Specifically, Agnew::Beck (A::B) will provide a market analysis and proforma consulting for potential catalyst projects, Fehr & Peers (F&P) will provide transportation and mobility planning services, and Economic & Planning Systems (EPS) will provide financial strategies for the myriad of capital projects that are expected to result from the subarea planning process.

Project Components – The Subarea Plan project will include the following key components:

- **Existing Conditions Analysis** – A review of the existing conditions focusing on area character, housing, transportation/mobility networks, utility and drainage facilities, market conditions, and the current zoning/regulatory framework.
- **Past Plans and Technical Studies** – The subarea planning process will review and build upon past planning documents and technical studies. Notably, The Yard Character District was the subject of a Master Plan exercise completed in 2017. That effort identified a series of transportation, utility, and drainage deficiencies with recommendations to improve area conditions. Shortly after, the City/NEPDA completed several infrastructure-related studies for The Yard to further identify potential capital projects. In 2020, Stantec completed a Funding Strategies Plan for The Yard which matched potential state, federal and philanthropic fundings sources to capital projects identified in the 2017 Master Plan. In 2010, the Greater Hillyard North-East Planning Alliance completed a plan focused on the Bemis, Hillyard, and Whitman Neighborhoods; most of the resulting policies focus on area improvements, safety enhancements, business development, educational opportunities, and City coordination. The findings, recommendations, and policies from these past planning efforts will be carried forward into the Subarea Plan process. Additionally, the City is about to embark on a city-wide funding strategies project to identify additional public funding sources that could be sought to finance capital projects across the community; those future findings will also be incorporated into the Subarea Plan project.
- **Community Engagement** – A comprehensive community engagement plan that provides a variety of opportunities for stakeholders to participate in the subarea planning process. The engagement plan will include community surveys, stakeholder group interviews, community workshops, and a project steering committee.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- **Property / Brownfield Inventory** – This task will be funded by the City’s 2022 EPA Brownfield Grant.
- **Catalyst Site/Area Planning** – This task will be funded by NEPDA’s IPG grant.
- **Urban Framework Plan/Revitalization Strategies** – A diagrammatic plan that illustrates potential land use designations, redevelopment sites, streetscape/mobility projects, and other community amenities. An analysis of the long-range development potential on designated redevelopment sites in terms of land uses and development scale. A list of revitalization strategies focused on mobility, supportive infrastructure, amenities, marketing/branding, and management.
- **Fundings Strategies** – A list of financing sources and structures the City/NEPDA can employ to leverage future investment, grants and local monies to fund capital improvement projects.
- **Subarea Plan Document** – A final planning document that details the planning process, existing conditions analysis, planning ideas, and recommendations for implementation.

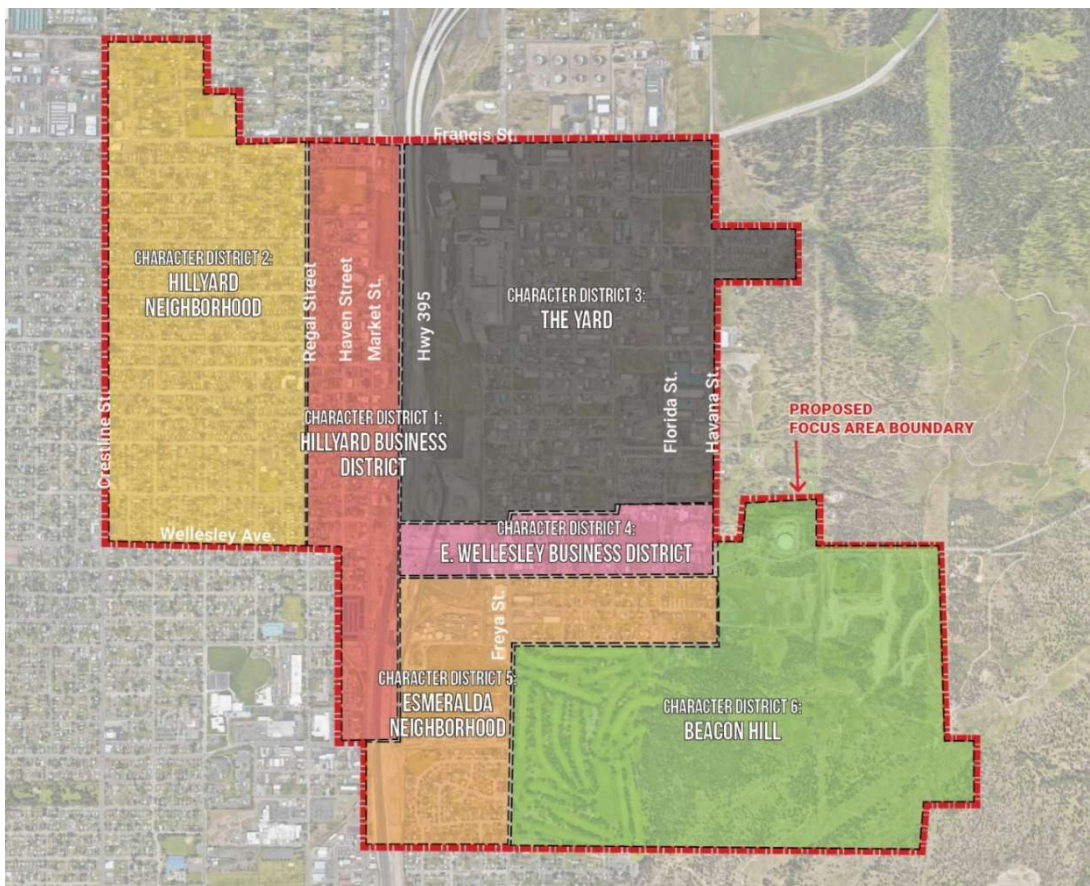


Figure 1 – Hillyard/NE Spokane Subarea Plan Focus Area (depicted in **Red**)
Image Source: Google Earth Pro

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- **Project Approval / State Environmental Policy Act Checklist Support** – Consultant support for the City/NEPDA to advance the Subarea Plan through the local adoption process.

Scope of Work

The Consultant Team, comprising Stantec and its subconsultant partners, will complete the following scope of work to result in a Subarea Plan document that the City/NEPDA and community stakeholders can use to guide area revitalization, capital investments, and local decisions. The core Project Team will include representatives from the City of Spokane Planning Department, NEPDA, and the Consultant Team. The tasks/work herein will be paid for through the City's ARPA funds. As noted in the following task descriptions, portions of the Subarea Plan will be funded by an Ecology IPG grant, the City's 2022 EPA Brownfield Grant and NEPDA's general funds. The scope of work for these "other" funding sources was provided to the City in a work plan dated March 9, 2023.

Task 1: Management and Coordination

Under the City's ARPA funding, Stantec will manage the project tasks, provide monthly invoices, and provide status updates as part of the Subarea Plan process. Stantec will coordinate with the Project Team throughout the duration of the project and attend up to two (2) monthly status/coordination meetings (as appropriate). Stantec will manage the subconsultant partners and associated invoicing. Stantec will also manage the reporting requirements for the associated Ecology IPG and the City's 2022 EPA Brownfield Grant. Upon project commencement, Stantec will facilitate a Microsoft Teams based kick-off meeting with the Project Team to confirm the project scope, deliverables, data collection methodology, schedule, and team roles. Additional time has been allocated for Stantec and its subconsultant partners to participate in four (4) monthly status/coordination meetings and management /coordination activities to be funded by the City's EPA 2022 Brownfield Grant and NEPDA's IPG grant.

Deliverables

- Kick-off meeting agenda, materials, and summary notes (as applicable);
- Monthly coordination meetings including agenda, materials, and summary notes (as applicable); and
- Monthly invoices specific to activities funded by the City's ARPA funds with documentation detailing the work completed during the invoicing period.

Task 2: Existing Conditions Analysis

The Consultant Team will assess existing area conditions and review past planning/study efforts to serve as the foundation for planning decisions in the Focus Area. This task will review the current regulatory framework (e.g., zoning and land use allowances), the physical conditions in the Focus Area, past studies/plans, transportation and mobility conditions, utilities, and drainage conditions – the following subtasks detail the work that will be completed under **Task 2** using the City's ARPA funding. Stantec and its consultant partners will complete an existing conditions analysis for properties within the Hillyard Business District and a market analysis for the overall Focus Area pursuant to the March 9, 2023 work plan using funds from the City's 2022 EPA Brownfield Grant and NEPDA's IPG grant.

Subtask 2.1: Planning Baseline Analysis

Stantec will conduct a planning-level existing conditions analysis of the Focus Area to serve as baseline data for the Subarea Plan; the existing conditions analysis for properties within the Hillyard Business District will be completed with funds from the City's 2022 EPA Brownfield Grant and NEPDA's IPG. This process will explore the physical conditions (e.g., land use patterns, building types/appearance, and amenities), identify and summarize the applicable land use/zoning standards, review and summarize past planning/policy documents (e.g., the 2017 Yard Redevelopment Master Plan – created by Maul Foster Alongi), identify strategic investments (e.g., public capital improvement plans), summarize the demographic characteristics, identify readily available environmental conditions and cultural resources (as a geographic information systems [GIS] exercise), and develop associated maps/exhibits. Stantec's planners will utilize readily available information that may include City plans, maps, and GIS datasets. The planning baseline analysis will include the following components:

- A. **Existing Area Conditions** – Stantec will visit the Focus Area to photograph, experience, and document area conditions relating to land use patterns/business clusters, building types/appearance, amenities, and safety perceptions. This will be a high-level analysis based on our observations. A detailed property and parcel characteristics inventory will be conducted as part of Task 4 and funded by the City's 2022 EPA Brownfield Grant.
- B. **Zoning and Regulatory Summary** – Stantec will review the City's Comprehensive Plan and applicable zoning/development regulations to identify current policies and standards relating to allowable land uses, site design requirements, dimensional standards, density/intensity limits, parking, and landscaping/buffering.
- C. **Plan and Policy Document Summary** – This analysis will specifically focus on the 2017 The Yards Redevelopment Master Plan (and its subsequent infrastructure studies) and the 2010 Greater Hillyard North-East Planning Alliance document. Stantec will issue an information request to the City; staff will be requested to provide a list of plans and policy documents for Stantec to review. Stantec will review related plans and policy documents as applicable to the Focus Area. The review will include a summary of each plan, identify notable recommendations therein, and select key elements that should be carried forward into the subarea planning process.
- D. **Strategic Investments/Priorities** – Stantec will interview both City and NEPDA staff to identify strategic capital investments and other local priorities for the Focus Area. These may include, but not limited to, committed capital projects, planned/approved development projects, and economic development initiatives which should be incorporated and reflected in the Subarea Plan. Stantec will issue an information request to the City; staff will be requested provide a list of projects (and land use descriptions).
- E. **Demographics and Housing Summary** - Stantec will review demographic and housing conditions using the United States Census and Washington Office of Financial Management (OFM) data to help the Project Team identify the area's population forecast, local need, near- and long-term housing/commercial demand, and to recognize the City's local population makeup. Stantec will prepare a "Demographics and Housing Snap-shot" that summarizes the population forecast (as available), household characteristics (size, income, age etc.), and housing supply (tenure, unit type, age, and value).

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- F. **Data Maps:** Stantec will prepare applicable data maps that coincide with the existing conditions findings. This may include, but not be limited to, zoning, land use, community assets, and demographics conditions.

Deliverables

- Information requests related to plans and policy documents, strategic projects, and approved/pending projects in the Focus Area.
- A memorandum and maps that summarize the findings of the Planning Baseline Analysis.

Subtask 2.2: Market Analysis

This task will be funded by the City's 2022 EPA Brownfield Grant.

Subtask 2.3: Transportation and Mobility Analysis

Stantec's transportation analysis subconsultant, F&P will conduct an analysis of existing and planned transportation and mobility-related conditions in the Focus Area. The analysis of existing and planned transportation and mobility-related conditions for the properties and/or rights-of-way in the Hillyard Business District will be funded by the City's 2022 EPA Brownfield Grant and NEPDA's IPG. This analysis will focus on existing streets/rights-of-way, pedestrian/bicycle facilities, transit service, and traffic volumes. Additionally, F&P will review recently completed plans and technical studies related to the Focus Area (namely The Yards Redevelopment Master Plan and associated studies). The following list contains the components that will be completed as part of this subtask with the City's ARPA funds:

- A. **Project Coordination / Methodology Overview** – F&P will participate in monthly coordination meetings (as appropriate) to present/discuss the mobility analysis findings and provide recommendations/guidance on potential planning actions for the Focus Area aimed to support economic development, improve mobility choices, and address infrastructure deficiencies. Prior to starting the mobility analysis, F&P will detail their methodology and data collection processes and present them to the Project Team after the City/NEPDA staff approve the proposed methodology and data collection processes, F&P will commence the transportation and mobility analysis.
- B. **Existing Transportation/Mobility Conditions** – F&P will review and document the existing transportation and mobility-related conditions in the Focus Area; this will serve as baseline data for potential capital projects and land use decisions. F&P will assess the conditions based on readily available GIS datasets, past planning documents, staff interviews, aerial photography, and field observations. Specifically, F&P will document bicycle and multi-use pathways within the Focus Area boundaries, transit service and major regional transit routes, and roadway connections. The roadway conditions assessment will focus on major facilities by documenting the number of travel lanes, sidewalk, trees/landscaping, and street parking. F&P will identify unimproved rights-of-way. This analysis will not include a detailed assessment of the existing fully constructed local streets in the Hillyard Neighborhood and Esmeralda Character Districts (as these roadways are not expected to receive substantial improvements in the near-term). The project team will work with the City's Integrated Capital Management (ICM) staff to identify which unimproved rights-of-way should be prioritized for improvements (and full construction meeting City standards). F&P will document their findings in a technical memorandum and associated maps.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- C. **Traffic Patterns/Counts** – F&P will summarize the current and planned traffic counts (as available) along the major thoroughfares in the Focus Area. F&P will evaluate traffic counts from City and Washington Department of Transportation sources. This task includes the collection of new 24-hour tube counts at up to five (5) locations and afternoon/evening peak hour turning movement counts at up to fifteen (15) intersections inclusive of pedestrians and bikes. F&P will review forecasted traffic volumes based on the new East Wellesley Avenue / US Highway 395 interchange opening in 2023 from existing plans and compare those findings to the new and/or existing counts and provide recommendations on any adjustments that may be required. Notably, this information can be used to inform potential land use designations along major thoroughfares (as increased traffic volumes provide both opportunities and challenges for specific land uses and commercial enterprises). F&P will document their findings in a technical memorandum.
- D. **Past Planning/Study Review** - F&P will review past plans and/or studies to capture previous work completed for the Focus Area. This will include a summary from the transportation related findings associated with the 2017 Yard Redevelopment Master Plan, the City's Comprehensive Plan and other applicable documents as identified by the Project Team. The summary will include a list of committed and planned projects in the Focus Area based on the City's Transportation Improvement Plan and the North Spokane Corridor/ US Hwy 395. F&P will document their findings in a memorandum.
- E. **Traffic Counts** – F&P will document the existing traffic counts in the Focus Area based on City and Washington Department of Transportation (WSDOT) sources. F&P will collect new 24-hour tube counts at up to ten (10) locations and collect new PM peak hour turning movement counts at up to ten (10) intersections; F&P will coordinate with the Project Team, ICM and Public Works staff to select the traffic count locations. F&P will also review forecasted traffic volumes based on the East Wellesley Avenue / US Hwy 395 interchange opening in 2023 from existing plans, compare to new/existing counts and provide recommendations on any adjustments to be made. This information will serve as baseline information for the larger Subarea Plan decisions and recommendations.

Deliverables

- Information requests relating to plans and policy documents, strategic projects, and approved/pending projects in the Focus Area; and
- Development of a memorandum and maps that summarize the transportation and mobility analysis findings.

Subtask 2.4: Utilities and Drainage Analysis

Stantec's civil engineering team will conduct an analysis of existing and planned utility and drainage conditions in the Focus Area. This analysis will focus on the existing potable water and sanitary sewer lines/service and the stormwater/drainage facilities in the Focus Area. The analysis of existing and planned utility and drainage conditions for the properties and/or rights-of-way in the Hillyard Business District will be funded by the City's 2022 EPA Brownfield Grant and NEPDA's IPG. Stantec's engineers will utilize readily available GIS data, review past technical studies, and interview City/provider staff to identify existing conditions. The following lists contains components that will be completed under this subtask.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Project Coordination / Methodology Overview** – Stantec’s engineers will participate in monthly coordination meetings (as appropriate) to present/discuss the utility/drainage analysis findings and provide recommendations/guidance on potential actions/investments for the Focus Area aimed to address infrastructure deficiencies and to serve additional customers/land uses. Prior to starting the utility/drainage analysis, the engineers will detail their methodology and data collection processes and present their findings to the Project Team; after the City/NEPDA staff approve the proposed methodology and data collection processes, Stantec’s engineers will commence the utilities and drainage analysis.
- B. **Past Planning/Study Review** – Stantec will review past utility/drainage-related plans and/or studies to capture previous work completed for the Focus Area. This will include findings and supplemental reports from the 2017 Yard Redevelopment Master Plan, the City’s Comprehensive Plan and other applicable documents as identified by the Project Team. Stantec will also consult with the City’s ICM and Public Works staff to define needed improvements and committed projects in the Focus Area. Stantec will prepare a summary of the findings to include a list of committed and planned projects in the Focus Area based on the City’s capital improvement plan (or local-equivalent) and City staff feedback. Notably, the City and NEPDA explored several drainage options to improve conditions in the Yard Character District, but a specific option has not been selected. Stantec will document its findings in a memorandum.
- C. **Existing/Planned Utility Lines and Drainage Infrastructure** – Stantec will review and document the existing and planned utility service lines and drainage facilities in the Focus Area. In doing so, Stantec will review readily available GIS datasets (e.g., the Map Spokane on-line application) and utility/drainage maps (as provided by the City and utility providers), and conduct interviews with individual service providers. Stantec will document line sizes/locations, major facilities, and known service deficiencies. Stantec will confirm its findings with the City’s ICM and Public Works staff (as appropriate) for accuracy. This will be a planning-level review relying heavily on document review and interviews; this subtask does not include a detailed system capacity analysis. Stantec will document its findings in a memorandum with associated maps/exhibits.
- D. **Service Deficiencies** – Based on the findings from the subtask components described above for **Subtask 2.4**, Stantec will identify known utility service and drainage deficiencies in the Focus Area while confirming its findings with the City’s ICM and Public Works staff. Stantec will also provide initial recommendations to address these service deficiencies. This will serve as baseline data for potential capital projects and land use decisions for the Subarea Plan (under **Tasks 5 and 7**).

Deliverables

- Memorandum and maps that summarize the utility/drainage-related findings and initial recommendations.

Task 3: Community Engagement

Stantec will develop and implement a community engagement plan aimed to involve local stakeholders at key project milestones so that the resulting Subarea Plan reflects local ideas, opinions, and preferences as they relate to land use, urban design, economic opportunity, and capital investments. Stantec will document participant feedback and incorporate themes from the engagement into key elements of the Subarea Plan.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

The following list contains the components that are included in the Community Engagement task; engagement activities for catalyst site planning located within the Hillyard Business District will be funded by NEPDA's IPG.

- A. **Community Engagement Plan** – Stantec will prepare a community engagement plan that details the engagement activities, dates/schedule, topics, venues/methods, and supplemental material. Stantec will present the Engagement Plan as part of the project kick-off meeting (Task 1); Stantec will finalize the Community Engagement Plan based on City/NEPDA staff feedback. For most engagement activities, Stantec will serve as the lead facilitator; for Community Workshops and Planning Commission work sessions, Stantec will be a co-facilitator alongside City/NEPDA staff. For all engagement activities, the City shall be responsible for the meeting invitations, promotion/advertising activities, and securing the venue (as applicable). Stantec will support the City with graphics and narratives for the outreach activities.
- B. **Community Surveys (on-line)** – Stantec will prepare up to two (2) on-line community surveys that will be launched at key project milestones. The first is planned near the on-set of the subarea planning process to identify local need, individual preferences on urban design/services, and local priorities as they relate to revitalization. The second is planned toward the end of the process to obtain community sentiments/support for specific recommendations/capital investments/land use options for the Focus Area. Stantec will create the survey using a readily accessible web-based platform and document the participant responses. The City/NEPDA shall be responsible for promoting the survey and providing a weblink on their agency websites.
- C. **Steering Committee** - Stantec will support the City/NEPDA in forming a project Steering Committee comprising City/NEPDA staff, agency partners, community representatives, residents, area business/property owners, and individuals from the developer/real estate industries. The Steering Committee will provide guidance and feedback at key project milestones (e.g., visioning, concept plan review, and final recommendations). Stantec will facilitate up to four (4) virtual meetings, summarize participant feedback, and provide meeting agendas/exhibits. The City/NEPDA shall be responsible for identifying potential Steering Committee members, distributing the meeting invitations/public notices, and securing the meeting venue (e.g., Zoom, Webex, Microsoft Teams). Stantec will host a fifth engagement meeting focused on the Hillyard Business District which will be funded by NEPDA's IPG.
- D. **Stakeholder Group Interviews** – Stantec will provide a list of its recommended groups for the interviews (e.g., developers, realtors, business owners, community organizations, etc.). The City/NEPDA shall be responsible for identifying and providing to Stantec the finalized list of participants, arranging the meetings, and distributing the invitations/materials. Stantec will conduct up to five (5) stakeholder group interviews to obtain local perspectives and feedback relating to existing conditions/ local perceptions, opportunities/constraints, and desired long-range outcomes for the Focus Area and the Subarea Plan process. This information will be used to craft recommendations relating to Focus Area revitalization, brownfield reuse/redevelopment, and district vitality. Potential participants would include developers, business owners, residents, realtors/ brokers, community organizations, governmental/agency partners, and other advisory groups. Stantec will conduct the stakeholder group interviews virtually using readily available/accessible web-based conferencing platforms (with a call-in option). Stantec will summarize the participant feedback in a memorandum.

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- E. **Community Workshop** – Stantec, the City, and NEPDA staff will co-facilitate one (1) community workshop for the Focus Area aimed to create an interactive venue for residents and other stakeholders to learn about the subarea planning process and provide their feedback relating to desired enhancements, community need, future district character, and potential revitalization strategies. Stantec will outline the workshop activities, create a presentation, and prepare materials; Stantec will provide at least three staff members to participate at the workshops. Stantec will summarize the participant feedback in a memorandum. The City/NEPDA shall be responsible for securing the venue (including any associated rental fees), assigning staff support (including a co-presenter), and promoting/advertising the event (including printed and digitally-posted materials). Stantec will host a second Community Workshop focused on the Hillyard Business District that will be funded by NEPDA's IPG.
- F. **Plan Commission Work Sessions** – Stantec, City, and NEPDA staff will co-facilitate up to two (2) work sessions with the City Plan Commission aimed to obtain feedback, guidance, and preliminary planning/revitalization ideas for the Focus Area. One work session will be in person and the other will be conducted virtually. The work sessions will occur at key project milestones so that commission feedback can be integrated into the subarea planning process and guide the recommendations. Stantec will prepare questions and associated exhibits to facilitate a discussion; Stantec will provide the material to the City/NEPDA prior to the Commission meetings. Topics may be focused on existing conditions, desired enhancements/land uses, desired district character, and potential strategies for revitalization. The City shall be responsible for scheduling the work sessions and will provide at least one staff member to assist Stantec with facilitation.
- G. **Engagement Summary** – Stantec will prepare an engagement summary that details the engagement events, topics discussed, and participant feedback. Stantec will identify common themes based on the participant feedback.

Deliverables

- Community Engagement Plan
- Engagement materials (e.g., agendas, presentations, materials)
- Engagement Summary

Task 4: Property/Brownfield Inventory

The Property/Brownfield Inventory will be funded by the City's 2022 EPA Brownfield Grant.

Task 5: Urban Framework Plan

Based on the existing conditions analysis, stakeholder feedback and the property/brownfield inventory findings, Stantec will create an Urban Framework Plan (UFP) that graphically illustrates potential land use designations, streetscape/infrastructure projects, potential redevelopment sites, and community amenities that will support area revitalization and economic vitality. The UFP will serve as the foundation for specific recommendations for the Focus Area and will be refined throughout the planning project as new ideas are explored. UFP task planning components for the Hillyard Business District will be funded by NEPDA's IPG. The UFP task planning utilizing the City's ARPA funds will include the following components:

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Urban Framework Plan** – Stantec will develop a UFP that illustrates individual revitalization planning initiatives for the Focus Area based on stakeholder feedback and recommendations. The UFP will be a diagrammatic map that will guide potential policy amendments, capital investments, and aid in future developer/business recruitment activities. Potential items/projects on the UFP may include streetscape enhancements, new roadway projects, parks/open space, land use designations, redevelopment sites, and other amenities.
- B. **Planning Initiatives List** – Stantec will create a planning initiatives list that describes the individual elements/projects depicted on the UFP. The list will be concise, whereas individual elements/projects will be described in more detail as part of **Task 7**.
- C. **Redevelopment Sites and Estimates** – Stantec will identify sites/properties that are most conducive for near-term redevelopment (within 10 years) based on stakeholder feedback and the findings from the property/brownfield inventory. Notably, the designated redevelopment sites will be vacant and/or underutilized properties that possess more development potential than exists today. Next, Stantec will produce development estimates for each redevelopment site based on probable land uses and intensity/scale assumptions (e.g., floor area ratios and/or density targets). This information will serve as baseline data for the planning of supportive infrastructure, potential regulatory changes, and incentive packages that would support redevelopment. Prior to calculating development estimates, Stantec will work with the City/NEPDA to identify the redevelopment assumptions in terms of land uses and project scale.

Deliverables

- Urban Framework Plan and Planning Initiatives List
- Property data base (i.e., spreadsheet) and associated maps
- Redevelopment Estimates (spreadsheet and descriptions)

Task 6: CATALYST SITE / AREA PLANNING

Tasks 6.1 and 6.2 for Catalyst Site and Area Planning activities will be funded through the 2022 EPA Brownfield Grant and NEPDA's IPG.

Subtask 6.1: Catalyst Site #1 – 3011 East Wellesley Avenue

Subtasks 6.2 & 6.3: - Catalyst Areas #2 and #3

Task 7: Implementation Analysis and Strategies

Stantec and its subconsultant partners will develop a list of strategies aimed to implement the revitalization ideas obtained through the community engagement plan (Task 3), identified on the Urban Framework Plan (Task 5), and generated from the catalyst site/area conceptual designs (Task 6 – not described in this document). These strategies will also aim to address potential infrastructure and service deficiencies identified through the existing conditions analysis (Task 2). Notably, Stantec and the larger project team will include ICM and Public Works staff in defining which capital improvements move forward in the Subarea Plan. This will include written descriptions and exhibits (as appropriate) for the recommended strategies. The following list contains the components that are included in the Implementation Analysis and Strategies task (planning recommendations for the Hillyard Business District will be funded by NEPDA's IPG):

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- A. **Zoning and Land Use Strategies** – Stantec will recommend potential zoning and land use amendments that may be needed to support the land uses and urban form depicted on the UFP. This may include zoning map refinements, Future Land Use Designation amendments, and text amendments to the City’s zoning and development regulations. This will include planning-level recommendations and will not include specific map and text refinements to the City’s regulatory/policy documents; moreover, Stantec will provide written descriptions of actions the City should complete in the future. The City may choose to carry forward these recommendations through future amendments to the Comprehensive Plan and zoning regulations (separate from this scope of work).
- B. **Utility Need and Strategies** – Stantec’s engineers will identify the utility needs to address current deficiencies and to serve the land uses and development scale depicted on the UFP. Stantec will list near- and long-term capital improvement projects which are warranted to serve the long-range vision for the Focus Area. Notably, Stantec will carry forward recommendations from past planning and special studies in this analysis (e.g., technical analysis for The Yards). As appropriate, Stantec will consider utility upgrade projects in concert with recommended roadway projects (see D below). The utility recommendations will identify the lead entity would conduct the associated capital project(s).
- C. **Drainage Needs and Strategies** – Stantec’s engineers will identify the drainage needs to address current deficiencies and to serve the land uses and development scale depicted on the UFP with the emphasis on The Yards area of the larger Focus Area. Notably, Stantec will review and carry forward drainage-retained findings/recommendations from previous studies affecting the Focus Area. Stantec will list near- and long-term capital improvement projects which are warranted to serve the land uses and redevelopment projects envisioned for the Focus Area. For The Yards, the Hillyard Business District, and the planned East Wellesley Business District, Stantec will identify options for regional stormwater management approaches (which would increase development potential on individual properties). Notably, Stantec will carry forward recommendations from past drainage studies in this analysis (e.g., technical analysis for The Yards). The City/NEPDA shall be responsible for selecting their preferred drainage/stormwater management approach for the Focus Area (or the individual Character Districts therein). The drainage recommendations will identify the lead entity would conduct the associated capital project(s).
- D. **Transportation/Mobility Needs and Strategies** – F&P will identify the transportation/mobility needs to address known system deficiencies and to serve the land uses/development scale as depicted on the UFP. This analysis will place special emphasis on The Yard and the East Wellesley Business District as many of the existing rights-of-way are unimproved. F&P will list near- and long-term mobility-related capital improvement projects which are warranted to serve land uses and redevelopment projects envisioned for the Focus Area along with planning-level opinions of probable costs for construction. F&P will work with Stantec, the City, and NEPDA to identify to desired cross section assumptions for each mobility project (e.g., number of travel lanes and streetscape components). The transportation/mobility-related recommendations will identify the lead entity would conduct the associated capital project(s). These recommendations will include modeling and analysis as described below:

Modeling and Analysis – This subtask will include some modeling and analysis based on the recommended land uses and catalyst redevelopment projects identified part of Tasks 5 and 6. F&P

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

will utilize the Spokane Regional Transportation Council (SRTC) regional travel demand model to develop growth forecasts for PM peak hour volumes at the study intersections assuming 20-year horizon alternatives. This growth scenario analysis will use the SRTC model to evaluate traffic response to the land use changes depicted on the UFP (from Task 5) – this analysis assumes one scenario (not multiple). F&P will conduct a traffic analysis on East Francis Avenue and East Wellesley Avenue. The traffic data will be used to evaluate levels of service at up to ten (10) intersections. This will include building a PM Peak Hour Synchro traffic operations analysis.

- E. **Amenities/Open Space Needs and Strategies** – Stantec will identify future amenities and public open space elements that are planned across the Focus Area. For each project, Stantec will list the location and site components.
- F. **Marketing, Branding, and Management Needs and Strategies** – Stantec will develop a list of strategies/actions to support marketing, branding, and management needs for The Yard and the planned East Wellesley Business District. Note, some of this information will be generated from the findings and recommendations developed as part of Task 8.
- G. **Action Plan Matrix** - Stantec will create an Action Plan Matrix that lists each strategy action, the lead entity (e.g., the City, NEPDA, community organizations, government partners, etc.), and timing/sequencing – the matrix could serve as a template for the City/NEPDA's future work plans and guide project implementation.

Deliverables

- Technical memorandums and exhibits for zoning/land use, utilities, drainage, transportation/mobility, amenities/open space, and management. (note: this information will be incorporated into the final Subarea Plan document as detailed in Task 9).
- Action Plan Matrix.

Task 8: Funding Strategies

Stantec's public financing subconsultant, EPS will develop a series of potential fundings strategies aimed to best leverage local and other sources to fund the myriad of capital improvement projects and management systems that will be identified through the subarea planning process. Based on the findings/recommendations, the City/NEPDA can select their preferred funding structure for the Focus Area.

Stantec and subconsultant EPS will complete a Funding Strategies analysis for the overall Focus Area utilizing funding from the City's ARPA funds and NEPDA's IPG. The following subtasks will be completed utilizing the City's ARPA funds:

- I. **Tax Revenue Forecasts** - EPS will integrate the market and financial research and construct a bond model that can be used to test assumptions, conduct sensitivity analyses, and generate bond proceed estimates. A key variable that will be integrated into the analysis is the geographic delineation of the industrial area redevelopment as well as the business district redevelopment. Absorption and tax revenue forecasts will be provided for both, enabling the Project Team to select the appropriate combination of geographies for consideration. Specific tasks include:

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- Construct a financial model to estimate aggregate sales tax and property tax revenues through 2040;
 - Incorporate sensitivities for buildout and geography, recognizing that the priority is for the industrial areas, with a recognition that the business district may have a role. Other sensitivities include variability for timing and valuation;
 - Isolate the increment available for development within The Yard, and project funding through 2040; and
 - Consult with a third parking consultant resource (e.g., DA Davidson) for current public financing model factor and forecast bond proceeds. EPS assumes that the City/NEPDA will introduce DA Davidson staff.
- II. **Workshop to discuss Catalytic Public Investments** - In a support role to Stantec, EPS will help facilitate a workshop to integrate disciplines and incorporate findings from staff and all consulting team members. The goal is to ensure each perspective is represented in the recommendations as the public financing potentials are solidified. Specific tasks include:
- Convene Project Team in a virtual workshop to review development opportunities.
 - Define the portions of The Yard that are most likely to attract capital in the initial phases of redevelopment/development.
 - Integrate market findings and infrastructure analysis to identify phases for public improvements and place making elements.
 - Delineate an initial phase within the larger plan and refine financial projections with greater specificity for this phase.
- III. **Reconciliation of Sources and Uses** - As a final step in the technical work, EPS will integrate all elements of research and develop a financial model that reconciles the sources and uses of funds. The sources of funds will be based on the refined absorption and valuation estimates while the uses will be based on the most recent information available from other team members. It is recognized that the uses will cover much of the anticipated cost, but that additional elements will be engineered at a later date. Thus, the financial model will include a surplus of funds to cover those costs. The final iteration of the model can be used by the City and NEPDA to implement capital improvement projects in the Focus Area. Stantec will provide a list of future infrastructure improvements and corresponding costs to EPS for this analysis.

Deliverables

- Public funding analysis notes and summaries.
- The Funding Strategies Report/Summary will follow the March 9, 2023 work plan.

Task 9: Subarea Plan Document

Stantec will create a final Subarea Plan document for the Focus Area that describes the process, findings, and recommendations. The document will include specific goals and policies for land-use, environmental protection, funding strategies and transportation and recommended strategies to implement the components described in the Subarea Plan (e.g., land use modifications, capital investments, additional studies). The document will be structured as a series of “elements” focused on community context,

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

community vision, land use, housing, transportation/mobility, utilities/drainage, open space/amenities, and economic development. Technical findings/reports will be attached as appendices.

Stantec will integrate the previously described tasks into a single user-friendly document. Stantec will provide up to two rounds of revisions based on City/NEPDA staff comments. Stantec will provide a final document in PDF electronic format. Stantec will work with the City/NEPDA to define the document branding, and general layout prior to commencement (e.g., fonts, colors, and layout character).

The planning, analysis, and recommendations for the Hillyard Business District will be performed according to the March 9, 2023 work plan and funded through NEPDA's IPG. Under this scope of work, Stantec will integrate the planning analysis and recommendations for the Hillyard Business District into the Subarea Plan Document for the overall Focus Area.

Deliverables

- One Subarea Plan document in PDF format; and
- Appendices (with technical reports that will be developed under preceding tasks).

Task 10: Project Adoption and SEPA Checklist Support

Stantec will provide assistance to the City/NEPDA through the project adoption process. In this arrangement, Stantec assumes that the City/NEPDA will play the lead role in creating a formal application to City Council for adoption and preparing a State Environmental Policy Act (SEPA) non-project checklist (consistent with Washington Growth Management Act and state law). Stantec will assist the City/NEPDA pursuant to the following.

- A. Adoption** – Stantec will provide the Subarea Plan document and supplemental reports/memorandums that were developed through the project duration. Stantec will provide a written summary of the project, engagement activities, and key plan components so that staff can incorporate into their report to Council/Plan Commission. Stantec will assist with one (1) presentation (e.g., PowerPoint file) that will be used in the adoption hearings. Stantec will participate in up to three (3) hearings (e.g., Plan Commission and City Council) to assist City/NEPDA staff.
- B. SEPA Non-Project Checklist** – Stantec will provide to the City/NEPDA technical reports/memorandums and exhibits that will assist with staff's responses to the SEPA checklist questions; these will include findings that were generated through the subarea planning process and not include new datasets or technical studies. Stantec will provide one (1) round of review of the draft SEPA non-project checklist after City staff compile the document; Stantec will identify potential edits to make the checklist factual and reflective of the project analysis.

Deliverables

- Memorandum summarizing the process and findings.
- PowerPoint presentation (up to 6 slides).

Reference: Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components

- Memorandum of technical information in support of the SEPA Non-Project Checklist (based on staff information request to Stantec) *Note, this task will be limited to information obtained through the preceding tasks and will not include additional/new analysis.*

Project Fee

The estimated cost to complete the proposed scope of work is summarized below in Table 1 (labor will be billed on a time and materials basis not to exceed the budget allocations for each task).

Table 1 – Project Fee	
Tasks and Descriptions	ARPA Budget
Task 1: Project Management & Coordination	\$12,642.91
Task 2: Existing Conditions Analysis	\$147,172.81
Task 3: Community Engagement	\$22,531.70
Task 5: Urban Framework Plan	\$13,465.35
Task 7: Implementation Analysis and Strategies	\$73,192.63
Task 8: Funding Strategy	\$25,911.40
Task 9: Subarea Plan Document	\$20,108.93
Task 10: Project Adoption and SEPA Checklist Support	\$15,766.18
Total	\$330,791.91

1.) The budget fees includes Stantec and subconsultant labor costs plus associated expenses.

2.) Subconsultant fees are based on lump sum estimates with a 5% markup consistent with Stantec's existing contract with the City (ORP 2020-0603).

Stantec anticipates the Subarea Plan project can be completed within approximately seven months from the City's notice to proceed. Stantec will prepare a timeline of key milestones upon receiving notice to proceed and present this timeline at the project kick-off meeting. We are excited to partner with the City/NEPDA and the Spokane area community to explore revitalization opportunities for the neighborhoods and help put underutilized brownfields back into productive use.

Regards,

STANTEC CONSULTING SERVICES INC.



Cyrus Gorman LG
Senior Associate
Phone: (425) 599-9302



Ryan Givens AICP
Principal Planner / Urban Designer
Phone: (425) 289-7333

Reference: **Hillyard / Northeast Spokane Subarea Plan - American Rescue Plan Act (ARPA) Funded Components**

cyrus.gorman@stantec.com

ryan.givens@stantec.com

If _____ agrees with this proposal, _____
Client Name Client Name
shall authorize Stantec to perform the work by signing and returning a copy of the attached Professional Services Agreement.

ATTACHMENT 4

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, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
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 Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

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 City Purchasing 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 procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

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 City and/or U.S. Treasury

- 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;
- 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); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- 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 City, 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, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those 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 City 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).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

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 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 City 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



Agenda Sheet for City Council Meeting of:
04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2023-0426
Renews #	
Cross Ref #	
Project #	
Bid #	RFQU 5820-23
Requisition #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	SETH MCINTOSH 742-8154
Contact E-Mail	SMCINTOSH@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 9TH PART 12D CA & REPORT FOR UPRIVER PHASE I

Agenda Wording
 Proposed contract with Geoengineers, Inc. to perform Comprehensive Assessment as prescribed in the CFR title 18, Part 12D and audit of Owner's Dam Safety Program in the amount not to exceed \$118,374.00 including tax. Effective 4/15/2023 to 12/31/2023

Summary (Background)
 RFQu 5820-23 received 5 proposals with evaluation committee recommendation to negotiate scope and fee with Geoengineers, Inc. This resulting contract is recommended for Council approval and award.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 118,374.00	# 4100 42460 34148 54201 15716
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MCINTOSH, SETH	Study Session\Other	Urban Experience
Division Director	FEIST, MARLENE	Council Sponsor	CM Stratton; CM Zappone
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	BEATTIE, LAUREN	jfinger@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	lstone@geoengineers.com	
Additional Approvals		lflangas@geoengineers.com	
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Water
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org
Council Sponsor(s)	CM Stratton; CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ninth Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project
Summary (Background) *use the Fiscal Impact box below for relevant financial information	As a Federal Energy Regulatory Commission (FERC) licensee, the City of Spokane requires engineering services by an Independent Consultant (IC) to perform its decennial Comprehensive Assessment (CA) of the Upriver Dam Hydroelectric Project, as prescribed in the Code of Federal Regulations (CFR) title 18, Part 12, Subpart D. The IC will also conduct the quinquennial audit of the Owner's Dam Safety Program, per FERC requirements, and new engineering analyses to address outstanding issues from the 8 th Part 12D inspection and report.
Proposed Council Action	Will file for Council's 4/24 agenda for a vote
Fiscal Impact Total Cost: <u>\$108,600 + 9% tax = \$118,374</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: 2023: 4100 42460 34148 54201 15716; Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Not applicable. The project is a study that meets regulatory requirements and involves no change to the City's current hydroelectric or water supply operations.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable. There is no effect of the project outside City property, procedures, and personnel.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Costs will be tracked and compared to previous Part 12Ds; CA report comments from the FERC will be received and addressed	
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? Aligns with and is included in the City's contractual services budget .	



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

CITY OF SPOKANE
NOTICE OF INTENT TO AWARD

Date here

Attn: Respondents to Request for Qualifications #5820-23 - Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project

Thank you for your recent Proposal response to the Request for Qualifications identified above. The City of Spokane received five Proposal responses to this request. After evaluation of Proposals, an award recommendation to GeoEngineers/Black & Veatch has been made.

The Department requesting Proposals will be entering into contract negotiations with the above referenced Company. The resulting contract and award recommendation will be forwarded to the City Council for approval. If you would like to be notified of the exact City Council meeting date, or if you have questions related to this award recommendation, please contact Jeanne Finger at jfinger@spokanecity.org.

The City of Spokane recognizes your effort in submitting a Proposal in order to compete for this contract. Thank you for taking the time to respond to our Request for Qualifications and we encourage you to participate in future solicitations.

Respectfully,

Connie Wahl, C.P.M., CPPB
Senior Procurement
Specialist
City of Spokane Purchasing



City of Spokane

CONSULTANT AGREEMENT

**Title: PART 12D COMPREHENSIVE
ASSESSMENT AND REPORT FOR UPRIVER
DAM HYDROELECTRIC PROJECT – PHASE I**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide the Part 12d Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase I, and

WHEREAS, the Consultant was selected from a RFQu 5820-23 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on the date this contract is fully executed by both parties, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the “Scope of Work” (“Work”) upon execution of this contract. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant’s March 29, 2023, Proposed Scope and Fee Estimate which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHT THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$108,600.00)**, excluding tax, if applicable, payable as a "Time and Materials" contract pursuant to the Schedule of Charges in Exhibit B. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

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

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

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

10. INDEMNIFICATION.

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

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice (10 days for non-payment of

premium) from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement for General Liability and Automobile Liability coverages, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or

Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall

have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

GEOENGINEERS, 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 to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – March 29, 2023, Proposed Scope and Fee Estimate

23-054

EXHIBIT A

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

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

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

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

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



523 East Second Avenue
Spokane, Washington 99202
509.363.3125

March 29, 2023

City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Attention: Jeanne Finger

Subject: Proposed Scope and Fee Estimate
Phase I of Part 12D Inspection
City of Spokane
Upriver Dam
Spokane, Washington
File No. 0110-203-00

INTRODUCTION AND PROJECT UNDERSTANDING

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This proposed scope and fee estimate is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, preliminary review of documents provided by the City and communication with City personnel following the award of the project.

GeoEngineers has teamed with Black & Veatch (BV) as a subconsultant to provide a complete team with the depth of experience, bench of independent consultants (ICs) and technical knowledge commensurate with the requirements of the Upriver Dam's 9th Part 12D Inspection.

We understand the Federal Energy Regulatory Commission (FERC) has required that the City complete a Comprehensive Assessment (CA) in accordance with the updated Chapter 16 of the Engineering Guidelines for Part 12D inspections. Additionally, an Owner's Dam Safety Program (ODSP) audit will be completed concurrently with the inspection by an independent team. The project has been organized by the City into three Phases. Phase I will include the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, ODSP and pre-inspection analyses. The purpose of Phase I is to organize and plan for the work to be completed in Phase II. Phase II will consist of executing the plan developed and approved during Phase I culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phase III will include the follow-up investigations, evaluations, and resolution of comments/recommendations provided by FERC on the Phase II reports. This proposal includes only the Phase I scope.



The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide concrete gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure walls.

SCOPE OF SERVICES

The following proposed scope of services is based on our understanding of Phase I of this project. We have organized Phase I into the following tasks based on the teams of personnel and the purpose of each task.

Task 1. Pre-Inspection Analysis – Comment Response and Strategy

The purpose of this task is to develop a strategy or plan with the City to complete the necessary analyses before the inspection to provide valuable information to the IC team for review when completing the CA. This is based on the FERC comments provided in their letter dated January 9, 2023. The letter identifies several analyses and updates to the project Supporting Technical Information Document (STID) which should be completed prior to the CA.

We have structured our personnel such that the IC team will have limited involvement in the pre-inspection analyses, beyond the upfront planning, to ensure a reasonable level of independence and avoid a conflict of reviewing their own work.

1. Document Review – GeoEngineers and BV staff focused on the pre-inspection analysis will review the relevant documents (e.g., STID, last Part 12D Inspection report and other specific previous studies) to develop an understanding of the project features, history, and previous studies completed in their area of focus.
2. Seismic Hazard Analysis (SHA) Strategy – We have identified the seismic hazard analysis as a potentially critical item to be re-evaluated as part of the pre-inspection analysis. The SHA completed for the last Part 12 inspection was identified by FERC to be insufficient. Based on our preliminary review, it was not completed in accordance with the FERC engineering guidelines and the standard of practice for high-hazard hydroelectric projects. We identified several approaches that could be used to fulfill this need, each with varying implications to the project cost and schedule. The approach will likely require that a new SHA be performed for the project and may include a new site-specific Seismic Source Characterization (SSC).
3. We anticipate that this analysis will be on the critical path for the pre-inspection analysis as several of the FERC suggested analyses (stability, liquefaction, etc.) require input regarding the seismic hazard. In our experience, the FERC review time for this analysis may take more than a year. So, it is critical to establish a strategy at the outset of the project for this task.
4. This scope also includes up to two SHA focused meetings with the City to discuss the implications of different approaches and developing a strategy to complete the analyses and FERC review within the needed schedule.



5. Comment Response Letter – In our SOQ, we provided draft responses to the comments in this letter for the City’s consideration. The final letter submitted to FERC should be carefully coordinated with the City to propose a plan and schedule that meets the needs of the CA but fits within the City’s schedule and budget constraints. We anticipate that up to two additional drafts will be prepared, one based on our coordination with the City and the second addressing FERC comments on our proposed approach. To expedite the process, we anticipate up to two meetings as part of the overall comment response. We propose one meeting with the City to discuss the overall strategy for the pre-inspection analysis and a second with the City and FERC engineers responsible for reviewing our approach and analyses following the submission of the comment response letter.

Deliverables/Schedule:

- Seismic Strategy Meeting(s) – 2 to 4 weeks after notice-to-proceed (NTP).
- Draft Comment Response Letter to City – Provided 2 weeks after strategy meeting with City.
- Final Comment Response Letter for FERC review – Provided 2 weeks after receiving City comments.
- Revised Comment Response Letter – Provided 4 weeks after receiving FERC comments.

Task 2. Part 12D Inspection Plan

The purpose of this task is for the IC team to prepare the Part 12D Inspection Plan (PIP) in accordance with Chapter 16 of the FERC engineering guidelines. The IC team members will review the relevant documents (e.g., STID, and last Part 12D Inspection report) to develop an understanding of the project features, history, and previous studies completed in their area of focus. This document review will be completed by the same IC team members participating in the CA to support the development of the PIP and build the foundation for their understanding of the project necessary to complete the CA. The PIP will include:

1. A summary of the project details and Comprehensive Assessment inspection requirements;
2. A brief description of the project features and the types and quantities of the proposed inspections/tests;
3. The IC team proposal, providing the roles and qualifications for the Independent Consultant, Co-ICs, subject matter experts (SMEs) and facilitators for submittal to FERC; and
4. A schedule for the Part 12 D Inspection activities.

Deliverables/Schedule:

- Draft Part 12D Inspection Plan (PIP) with IC team proposal – 6 to 8 weeks after NTP.
- Final PIP – 2 weeks after City comments on Draft.

Task 3. Owner’s Dam Safety Program (ODSP) Audit Proposal

The purpose of this task is for the ODSP audit team to prepare the ODSP audit proposal in accordance with the FERC guidance for ODSP external audits, dated May 24, 2018. The ODSP auditor will review the relevant documents (e.g., STID, last Part 12D Inspection report, Dam Safety Surveillance and Monitoring Plan [DSSMP], last Dam Safety Surveillance and Monitoring Report [DSSMR], Owner Dam Safety Program, and the last ODSP report) to develop an understanding of the project features and history. The auditor’s document review is a critical component to developing an appropriate project specific ODSP audit to provide valuable dam safety program guidance in Phase II. The ODSP audit proposal will include:

1. A summary of the project details and ODSP audit requirements;
2. A plan for the audit inspection and interviews; and
3. The qualifications of the ODSP auditor and any supporting staff.

Deliverables/Schedule:

- Draft ODSP Audit Proposal – 8 to 10 weeks after NTP.
- Final ODSP Audit Proposal – 2 weeks after City comments on Draft.

Task 4. Phase II Scoping

Based on the documentation review, development of the pre-inspection analysis strategy and ODSP audit proposal, we will develop a scope with a firm fixed price budget for Phase II, as described in the RFQ.

Deliverables/Schedule:

- Scope and Firm Fixed Price for Phase II – 4 to 6 weeks after Final Analysis Plan, PIP and ODSP proposals accepted.

TERMS, SCHEDULE AND FEE ESTIMATE

Our services will be provided in accordance with mutually agreed upon terms and conditions. Our schedule will be based on the task durations noted in the schedule presented on our SOQ. We can provide an updated schedule when NTP is provided. The actual schedule will depend on coordination with the City and FERC.

Our fee will be determined for a time-and-materials with cap as described in the attached Schedule of Charges. A breakdown of the budget by task is provided in the following table.

Phase I Activity and Tasks	Fee Estimate
Task 1. Pre-Inspection Analysis Strategizing	\$47,700
Task 2. Part 12D Inspection Plan	\$24,300
Task 3. ODSP Audit Proposal	\$12,900
Task 4. Phase 2 Scoping	\$23,700
Total	\$108,600

The fee estimate for each task is approximate and will be used for project budget tracking. We assume that we will be able to transfer costs between tasks provided the total is not exceeded. We assume the City’s project manager will be authorized to approve these minor changes in the scope and schedule as the project advances and evolves.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.



We appreciate the opportunity to submit this scope and fee estimate. Please call if you have any questions regarding our understanding of the project or our estimated fee. We look forward to providing our services to you on this project and appreciate your confidence in our firm.

Sincerely,
GeoEngineers, Inc.



Lyle J. Stone, PE
Associate Geotechnical Engineer



Lindsay C. Flangas, PE
Principal Geotechnical Engineer

DTM:LJS:LCF:atk

Attachments:

GeoEngineers 2023 Schedule of Charges – Spokane, Boise, Kennewick, Salem (Local Agencies)
Black & Veatch 2023 Rates

One copy submitted electronically.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table and/or figure), if provided and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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GEOENGINEERS RATES FOR PHASE 1 ACTIVITIES

Compensation

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule. Current rates are:

SCHEDULE OF CHARGES -2023

Spokane, Boise, Kennewick, Salem - (Local Agencies)	Rate
Professional Staff	
Staff 1 Scientist	\$119
Staff 1 Engineer	\$124
Staff 2 Scientist	\$131
Staff 2 Engineer	\$136
Staff 3 Scientist	\$145
Staff 3 Engineer	\$148
Engineer/Scientist 1	\$152
Engineer/Scientist 2	\$162
Senior Engineer/Scientist 1	\$182
Senior Engineer/Scientist 2	\$195
Associate	\$222
Principal	\$250
Senior Principal	\$255
Technical Support Staff	
Administrator 1	\$84
Administrator 2	\$90
Administrator 2	\$95
CAD Technician	\$104
CAD Designer	\$117
Senior CAD Designer	\$140
GIS Analyst	\$155
Senior GIS Analyst	\$173
GIS Coordinator	\$190
Technician	\$81
Senior Technician	\$92
Lead Technician	\$103
Environmental Technician	\$103



* Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-quarter times the hourly rates listed above. Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent on depositions, trial preparation, and court or hearing testimony will be billed at one and one-half times the above rates. Time spent on either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details. Rates for data storage and web-based access will be provided on a project-specific basis.

Direct Expenses and Subconsultants

Direct expenses will be billed at cost and in accordance with the terms in Section 6 "Reimbursables" of the Consultant Contract. Subconsultants are charged at cost plus 4 percent.

B&V RATE TABLE FOR PHASE 1 ACTIVITIES

BV Professionals	Role	2023 Bill Rate
Mostafa El-Engbawy	Structural Analysis Lead	\$215
Frank Means	H&H Analysis Lead	\$215
Ricardo Gamarra / Alexander Wallen	H&H Analysis Support	\$166
Jeff Bair	Independent Consultant	\$320
Jason Beard	IC Team – Hydraulic Structures	\$225
Cindy Fredrick	Technical Writing	\$155
Theresa Jones	Administrative Services	\$130
Marvin Cones	ODSP Audit Lead	\$295
Megan Puncke	Project Manager	\$262





Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/11/2023
Clerk's File #	OPR 2021-0257
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	CR24840

Submitting Dept	FIRE
Contact Name/Phone	BRANDON CHILDS X7071
Contact E-Mail	BCHILDS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 - INFOR CAD SOFTWARE CONTRACT RENEWAL

Agenda Wording

Contract Renewal with Infor Public Sector, Inc. to license, use and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software. We'll be adding four additional EnRoute Mobile Client licenses with this renewal.

Summary (Background)

Yearly CAD Maintenance Contract - CAD (Computer Aided Dispatch) Maintenance Agreement - This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding four additional CAD Mobile licenses this year for use at SFD. The cost of these additional mobile licenses will be paid for by SFD.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ \$4,400.43
Expense	\$ \$9,329.06
Expense	\$ \$83,602.28
Select	\$

Budget Account

#	5903-79125-22200-53104-99999
#	1970-35142-22100-54820-99999
#	1970-35210-28200-54820-99999
#	

Approvals

Dept Head	SCHAEFFER, BRIAN
Division Director	SCHAEFFER, BRIAN
Finance	SCHMITT, KEVIN
Legal	BEATTIE, LAUREN
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	04/10/2023 Urban Experience
Council Sponsor	CM Cathcart & CM Kinnear
Distribution List	
	bchilids@spokanecity.org
	fireaccounting@spokanecity.org
	kschmitt@spokanecity.org

Additional Approvals

Purchasing	NECHANICKY, JASON

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Fire
Contact Name & Phone	Brandon Childs x7071
Contact Email	bchilds@spokanecity.org
Council Sponsor(s)	CM Cathcart and CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Infor CAD Software Renewal with Additional Licenses
Summary (Background)	<p>Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. We'll be adding four additional CAD Mobile licenses this year for use at SFD. The cost of these additional mobile licenses will be paid for by SFD.</p> <p>Contract period is for May 1, 2023 through April 30, 2024. Annual cost will be approximately \$92,931.34 (including tax) plus \$4,400.43 for the four additional CAD mobile licenses for a total cost of \$97,331.77. This contract renewal is for one year. A five year sole source resolution was established under RES 2021-0032.</p> <p>System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The agreement is codified through an IT Services agreement between Spokane Fire Department and SREC.</p>
Proposed Council Action & Date:	
Fiscal Impact:	<p>Total Cost: <u>\$97,331.77</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Fire/EMS with reimbursement from SREC</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities?</p> <p>Dispatch operation would be unable to dispatch help to any and ALL communities in the City of Spokane and Spokane County if the agreement is not renewed.</p>

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

N/A

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

Performance measures are monitored and feedback from user agencies are collected regularly to ensure the software is performing to the expected standard.

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 renewal of this agreement ensures continuity of a safe and reliable fire dispatch operation for the City of Spokane and it's public safety partners.



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

**AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-23**

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** (“Infor”) and **Spokane Fire Department** (“Customer”) shall be amended as follows:

- 1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for a term of one (1) year only, commencing May 1, 2023 and terminating April 30, 2024. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

- 2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-23 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

**Accepted by
Spokane Fire Department:**

**Accepted by
Infor Public Sector, Inc.:**

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Date

Date

Approved as to form:

Assistant City Attorney



Order Form

This Order Form is subject to the terms of the Agreement(s) between the parties (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, the parties shall apply terms logically.

I. On Premise Software

PROD: Spokane

	Part # (if applicable)	On Premise Software	User Restriction*		Support Level**
			Quantity	Type	
1	PSD-EDISMC	EnRoute Mobile Client	4	CU	XTP
					Total License Fee: \$3,200.00

* If specified in the User Restriction field:

- "CU" = **Concurrent Users** - Quantity represents the maximum number of authorized users that may access the Software at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

**Support Level

"XT" = Infor Essential (24x5); "XTP" = Infor Premium (24x7); "XTE" = Infor Customer Success Plus program

Descriptions of the XT and XTP Support plans can be found at

<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>. A description of the XTE - Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus/>

II. Support Services

Annual Support Fee: \$704.00

Annual Escalation Percentage Cap (effective after the Initial Term): 6% or the then-current year-over-year increase in the Consumer Price Index, whichever is greater.

Initial Term of Support: Order Form Date through 4/30/2024

Fee for Initial Term of Support*: \$837.09**

*** The Fee for Initial Term of Support represents a proportional amount of the annual Support Fee based on the anticipated Order Form Date. This fee may vary based on the actual Order Form Date.

Total Amount Due (before applicable taxes): \$4,037.09

Payment Terms:

Payment is due within 15 days from the Order Form Date.

Currency: USD

Equipment (on which On Premise Software will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			

Customer Account ID: 103

Infor GL ID: US06A

Account Executive

Name: Matt Williams

Delivery Address:	Invoice Address:
--------------------------	-------------------------

Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA	Spokane Fire Department 44 West Riverside Spokane, WA 99201 USA
Contact Name: Dusty Patrick	Contact Name: Dusty Patrick
Contact Phone: (509) 625-7071	Contact Phone: (509) 625-7071
Contact email: dpatrick@spokane-fire.org	Contact email: dpatrick@spokanecity.org

III. Additional Terms

Anything in the Agreement to the contrary notwithstanding, Infor warrants that for a period of ninety (90) days from the date of delivery, the On Premise Software will function substantially in accordance with the user documentation provided by Infor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Infor's Support obligations, or (b) previously licensed On Premise Software for which Customer is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

Perpetual license - Subject to the terms and conditions of the Agreement and this Order Form, Infor grants Customer a perpetual (subject to the termination provision of the Agreement), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the object code of the On Premise Software specified herein (including any updates, enhancements, or modifications to such On Premise Software that Infor provides pursuant to its Support obligations) on the Equipment for Customer's own internal computing operations, provided Customer is not in breach of the provisions of the Agreement or this Order Form and has paid all fees in a timely manner. Support for the On Premise Software shall be provided on an annual basis upon Customer's payment of the annual Support Fee prior to the beginning of the applicable Support period. Support will automatically renew for consecutive annual periods beyond the initial Support period on a year-to-year basis unless either party notifies the other in writing of its election to terminate Support for the On Premise Software at least ninety (90) days prior the expiration of the then-current Support period. Unless otherwise stated in this Order Form, Customer has the right to use the On Premise Software in object code format only and no rights to source code are granted. Any rights not expressly granted in the Agreement and this Order Form are expressly reserved.

If the Support renewal of Customer's previously licensed On Premise Software is pending, then Customer hereby consents to the renewal of Support services for such On Premise Software and irrevocably agrees to pay the corresponding fees. Non-payment of these fees will entitle Infor to suspend Support for the On Premise Software licensed herein until such payment is received.

Any reference to "accept" or "acceptance" in the Agreement is not applicable to the On Premise Software licensed on this Order Form.

The total liability of Infor in connection with the On Premise Software licensed on this Order Form shall not exceed the license fee the Customer actually pays to Infor for such On Premise Software.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

The On Premise Software licensed on this Order Form are for production use only. If Customer wishes to run a copy of the On Premise Software for disaster recovery purposes, a separate Order Form is required and additional fees may be required.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

The On Premise Software licensed on this Order Form are new and/or additional licenses and are not intended to be an exchange or upgrade from any of Customer's previously licensed On Premise Software. If Customer's intent was for this Order Form to be an

exchange or upgrade, then the previously licensed On Premise Software must be current on support and such support shall transfer to the On Premise Software licensed on this Order Form.

Parties agree that no shipment shall be required for On Premise Software previously licensed to the Customer. For any new On Premise Software license, Delivery shall be FOB Shipping Point.

Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Effective date of this Order Form (the "Order Form Date") to be completed by Infor upon countersignature: _____

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor Public Sector, Inc.**

(Infor)

for: **Spokane Fire Department**

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Job Title

Job Title

Date

Date



Invoice	Invoice Date	Due Date
P - 7549-US06A	12/30/2022	04/27/2023

Invoice

Bill to: Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: Dusty Patrick

Deliver To: Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
103			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	3,872.15
Paging Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	4,516.41
Encoder Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	4,559.45
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	5,420.69
DF/AD Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	3,441.53
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	13,421.70
Locution Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	1,704.89
FireHouse Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	1,264.89
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2023	04/30/2024	10,526.16
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2023	04/30/2024	8,420.91
Standard PCR Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	2,181.56
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2023	04/30/2024	4,897.21
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	6,123.42
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2023	04/30/2024	3,941.88
eDispatch Mobile Client	Spokane	PROD	1	40	05/01/2023	04/30/2024	8,558.77



Invoice	Invoice Date	Due Date
P - 7549-US06A	12/30/2022	04/27/2023

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
EnRoute CAD Seats Bundle	Spokane	PROD	1	2	04/28/2023	04/30/2024	0.00
CAD Seat Lite	Spokane	PROD	1	2	04/28/2023	04/30/2024	2,165.84
EnRoute CAD Seats Only	Spokane	PROD	1	2	04/28/2023	04/30/2024	240.65
TAX(Type RE - WA)							7,673.23

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.Wagner@infor.com

Remit to:

Infor Public Sector. Inc.
 P.O. Box 854213
 Minneapolis, MN 55485-4213
 USA
 Cash.Applications@infor.com
 EFT: Wells Fargo Bank
 ABA #: 121000248
 Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
85,258.11	7,673.23	92,931.34

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total:

USD 92,931.34

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2023

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 MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102555145-Koch-GAWUC-22-23	CONTACT NAME: _____	FAX (A/C, No): _____
	PHONE (A/C, No. Ext): _____	E-MAIL ADDRESS: _____
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company	24147	
INSURER B: _____	_____	
INSURER C: _____	_____	
INSURER D: _____	_____	
INSURER E: _____	_____	
INSURER F: _____	_____	

COVERAGES **CERTIFICATE NUMBER:** SEA-003814989-01 **REVISION NUMBER:** 0

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: _____			MWZY 315812 22	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 315811 22	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 314306 22	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			MWML31589922	12/01/2022	12/01/2023	Limit, per Loss 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

City of Spokane
Spokane Fire Department
44 West Riverside
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Stephani Suarim



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/12/2023
Clerk's File #	OPR 2020-0067
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 5181-19
Requisition #	MASTER

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVE STEELE 6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 FACILITIES MANAGEMENT RENEWAL OF CAMTEK MASTER CONTRACT

Agenda Wording
 Renew Master Contract with Camtek, Inc. Spokane WA for camera, video management software and access control systems installation and maintenance.

Summary (Background)
 On 11/25/2019 responses were due to RFP 5181-19 for installation and maintenance of security cameras, video management software and access control systems. This is the 2nd of two one-year renewals for this contract.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ \$350,000.00	# VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	URBAN 4/10/2023
Division Director	WALLACE, TONYA	Council Sponsor	CM STRATTON
Finance	BUSTOS, KIM	Distribution List	
Legal	BEATTIE, LAUREN	LAGA@SPOKANECITY.ORG	
For the Mayor	SMITHSON, LYNDEN	JTEAL@SPOKANECITY.ORG	
Additional Approvals		DSTEELE@SPOKANECITY.ORG	
Purchasing		DDANIELS@SPOKANECITY.ORG	
		KLONG@SPOKANECITY.ORG	
		CPLASCENIA@SPOKANECITY.ORG	
		KBUSTOS@SPOKANECITY.ORG	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities
Contact Name & Phone	David Steele, 625-6064
Contact Email	dsteele@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/10/2023
Agenda Item Name	CITY WIDE VALUE BLANKET FOR CAMTEK SECURITY SYSTEMS
Summary (Background)	Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options. Renewal term 03/01/2023 through December 31, 2023, for a total not to exceed \$295,000.
Proposed Council Action & Date:	Approval from Council April 24, 2023
Fiscal Impact: \$295,000 Total Cost: \$295,000 Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Individual Departments are responsible for funding their camera purchase. 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?	
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	



City of Spokane
MASTER CONTRACT RENEWAL
2 of 2
Title: SECURITY CAMERA
INSTALLATION AND MAINTENANCE

This Master Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CAMTEK, INC.**, whose address is 3815 East Everett Avenue, Spokane, Washington 99217 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide Security Camera Installation And Maintenance; and

WHEREAS, the original Contract provided for two (2) one (1) year renewals with this being the second of those renewal.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated February 14, 2020 and February 20, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2023 and shall run through December 31, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$350,000.00)** for everything furnished and done under this optional use Contract /Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

CAMTEK, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

**ATTACHMENT
 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)



License Information:

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

Entity name: CAMTEK, INC.
Business name: CAMTEK, INC.
Entity type: Profit Corporation
UBI #: 602-020-474
Business ID: 001
Location ID: 0001
Location: Active
Location address: 3815 E EVERETT AVE
 SPOKANE WA 99217-6614
Mailing address: PO BOX 6520
 SPOKANE WA 99217-0908

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
Airway Heights General Business - Non-Resident	13367			Active	Mar-31-2024	Jan-17-2019
Bellingham General Business	070528			Active		Aug-06-2021
Benton City General Business - Non-Resident	4905			Active	Mar-31-2024	Feb-02-2022
Cheney General Business - Non-Resident	BUS2010-180			Active	Mar-31-2024	Jan-08-2019
Colville General Business - Non-Resident	004930.0			Active	Mar-31-2024	May-26-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2024	Jun-01-2021
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Oct-22-2015
Moses Lake General Business - Non-Resident	BUS2016-0272			Active	Mar-31-2024	Nov-29-2016
Olympia General Business - Non-Resident	45077			Active	Mar-31-2024	Feb-18-2022
Pasco General Business - Non-Resident	18699			Active	Mar-31-2024	Sep-28-2013



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Richland General Business - Non-Resident	F03058			Active	Mar-31-2024	Dec-21-2007
Spokane General Business	T12035040BUS			Active	Mar-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident	02236			Active	Mar-31-2024	Mar-18-2004
Toppenish General Business - Non-Resident				Active	Mar-31-2024	Sep-11-2019
Union Gap General Business - Non-Resident				Active	Mar-31-2024	Mar-25-2021

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

Governing people	Title
STEPHENSON, LORIE	

The Business Lookup information is updated nightly. Search date and time: 4/11/2023 1:52:07 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Agenda Sheet for City Council Meeting of:

04/24/2023

Date Rec'd	4/10/2023
Clerk's File #	OPR 2019-0073
Renews #	2 OF 2
Cross Ref #	OPR 2020-0067
Project #	
Bid #	DEPT IRFP
Requisition #	VALUE BLANKET

Submitting Dept	FACILITIES MANAGEMENT
Contact Name/Phone	DAVID STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5900 CITY WIDE VALUE BLANKET FOR CAMTEK SECURITY SYSTEMS

Agenda Wording
 Value Blanket renewal of OPR 2019-0073 with Camtek Inc. for all hardware and software licensing and/or maintenance provided by Camtek Inc. Renewal term March 1, 2023 through December 31, 2023, for a total not to exceed \$295,000.00.

Summary (Background)
 Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 295,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	TEAL, JEFFREY	Study Session\Other	Urban Experience 4/10/2023
Division Director	FLEIGER, NATHAN	Council Sponsor	CM Stratton
Finance	BUSTOS, KIM	Distribution List	
Legal	BEATTIE, LAUREN	LAGA@SPOKANECITY.ORG	
For the Mayor	PERKINS, JOHNNIE	JTEAL@SPOKANECITY.ORG	
Additional Approvals		DSTEELE@SPOKANECITY.ORG	
Purchasing	NECHANICKY, JASON	DDANIELS@SPOKANECITY.ORG	
		KLONG@SPOKANECITY.ORG; KBUSTOS@SPOKANECITY.ORG	
		ITADMIN@SPOKANECITY.ORG	
		CPLASCENCIA@SPOKANECITY.ORG	

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities
Contact Name & Phone	David Steele, 625-66064
Contact Email	dsteELE@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/10/2023
Agenda Item Name	CITY WIDE VALUE BLANKET FOR CATMEK SECURITY SYSTEMS
Summary (Background)	Value Blanket renewal with Camtek Inc. OPR 2019-0073 for the purchase of cameras, security hardware, automated entry systems, and building security systems including all hardware and software licensing/maintenance provided by Camtek. The initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewal options. Renewal term 03/01/2023 through December 31, 2023, for a total not to exceed \$295,000.
Proposed Council Action & Date:	Approval from Council April 24, 2023
Fiscal Impact: \$295,000 Total Cost: \$295,000 Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Individual Departments are responsible for funding their camera purchase. 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? 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	



< Business Lookup

License Information:

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

Entity name: CAMTEK, INC.

Business name: CAMTEK, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-020-474

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3815 E EVERETT AVE
SPOKANE WA 99217-6614

Mailing address: PO BOX 6520
SPOKANE WA 99217-0908

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

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

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Airway Heights General Business - Non-Resident	13367			Active	Mar-31-2024	Jan-17-2019
Bellingham General Business	070528			Active		Aug-06-2021
Benton City General Business - Non-Resident	4905			Active	Mar-31-2024	Feb-02-2022
Cheney General Business - Non-Resident	BUS2010-180			Active	Mar-31-2024	Jan-08-2019
Colville General Business - Non-Resident	004930.0			Active	Mar-31-2024	May-26-2020
Kennewick General Business - Non-Resident				Active	Mar-31-2024	Jun-01-2021
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Oct-22-2015



Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Moses Lake General Business - Non-Resident	BUS2016-0272			Active	Mar-31-2024	Nov-29-2016

Page 1 of 2

Endorsements

Filter

Pasco General Business - Non-Resident	18699			Active	Mar-31-2024	Sep-28-2013
Richland General Business - Non-Resident	F03058			Active	Mar-31-2024	Dec-21-2007
Spokane General Business	T12035040BUS			Active	Mar-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident	02236			Active	Mar-31-2024	Mar-18-2004
Toppenish General Business - Non-Resident				Active	Mar-31-2024	Sep-11-2019
Union Gap General Business - Non-Resident				Active	Mar-31-2024	Mar-25-2021

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

Governing people	Title
STEPHENSON, LORIE	

The Business Lookup information is updated nightly. Search date and time: 4/4/2023 3:26:14 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

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CAMTINC-01

BBORDEN

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).

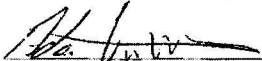
PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201		RECEIVED OCT 11 2022		CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 FAX (A/C, No): (509) 325-1803 E-MAIL ADDRESS: ADDRESS:	
INSURED Camtek, Inc. P.O. Box 6520 Spokane, WA 99217-0908		CITY CLERK'S OFFICE		INSURER(S) AFFORDING COVERAGE	
				NAIC #	
				INSURER A: Crum & Forster Specialty Insurance Company 44520	
				INSURER B: Employers Mutual Casualty Company 21415	
				INSURER C: Scottsdale Insurance Company 41297	
				INSURER D:	
				INSURER E:	
				INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X	X	GLO091614	10/5/2022	10/5/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prof. Liability \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6X11186	10/5/2022	10/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS2000005	10/5/2022	10/5/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			GLO091614	10/5/2022	10/5/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			6X11186	10/5/2022	10/5/2023	Rented/Leased Equip \$ 250,000
A	Professional			GLO091614	10/5/2022	10/5/2023	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract # OPR 2020-0067 - Security Camera Installation and Maintenance

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



CAMTINC-01

BBORDEN

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 certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201		CONTACT NAME: PHONE (A/C, No, Ext): (509) 325-3024 FAX (A/C, No): (509) 325-1803 E-MAIL ADDRESS:
INSURED Camtek, Inc. P.O. Box 6520 Spokane, WA 99217-0908	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Crum & Forster Specialty Insurance Company	NAIC # 44520
	INSURER B: Employers Mutual Casualty Company	NAIC # 21415
	INSURER C: Scottsdale Insurance Company	NAIC # 41297
	INSURER D:	
	INSURER E:	

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

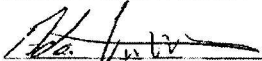
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	GLO091614	10/5/2022	10/5/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Prof. Liability \$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6X11186	10/5/2022	10/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS2000005	10/5/2022	10/5/2023	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			GLO091614	10/5/2022	10/5/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			6X11186	10/5/2022	10/5/2023	Rented/Leased Equip 250,000
A	Professional			GLO091614	10/5/2022	10/5/2023	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Master Contract for Installation Labor, Contract # 2020-0067

City of Spokane, its officers and employees are named as Additional Insured for ongoing and completed operations per the policy forms. Waiver of subrogation applies per the policy forms

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



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).

Table with columns for PRODUCER (Alliant Insurance Services, Inc.), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE (Crum & Forster, Employers Mutual, Scottsdale), and NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Equipment Floater.

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

RE: Master Contract
City of Spokane, its officers and employees are named as Additional Insured for ongoing and completed operations per the policy forms. Waiver of subrogation applies per the policy forms

Table for CERTIFICATE HOLDER (City of Spokane) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative signature).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>A person or organization you have agreed in a written contract to waive any right of recovery against provided the written contract is executed prior to the injury or damage</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

CAMTEK

Integrated Security Systems

Inc.

Camera Catalog 2022 Prepared for the City of Spokane

Contact Information

CAMTEK

Integrated Security Systems Inc.

Lorie Stephenson

3815 East Everett Avenue
Spokane, Washington 99217
www.camtekinc.com
509.443.2609
lorie@camteckinc.com
dustin@camtekinc.com



David Steele

City of Spokane Real Estate Manager
808 W. Spokane Falls Blvd
Spokane, Washington 99201
509.625.6064

How to use this Catalog

1. The Department requesting cameras will submit a facilities request through the Help Desk at: <http://cosmssp.spokanecity.org/>
2. The City of Spokane's Real Estate Manager will contact Camtek to request a site consultation. Contact information for the site requester will be forwarded to Camtek for scheduling.
3. Camtek will contact the Department requester and schedule a site survey.
4. Once the site survey is completed a proposal will be generated and sent to the Facilities Manager and then forwarded on to the Department requester for review.

Supplemental Information

Camtek is pleased to offer the City of Spokane Security Cameras and Video Management Software in a catalog format. Camtek has provided as part of the IRFP part numbers and pricing for video equipment, software and accessories. Initial catalog pricing was valid from **January 1, 2019 – June 1, 2020**. Starting June 1 of 2020 The City of Spokane was provided with annual updated pricing and model numbers for all camera types to make sure we are providing the latest in technology from multiple manufacturers.

The reason June was selected as a catalog date was because ISC West (the largest converged security industry trade show in the U.S.) is held in April and all of the new technology will be readily available and in stock with manufacturers by June 1. Camtek will work with the Real Estate Manager for the City of Spokane to include in the catalog the latest technology, value and detail to formulate the best possible catalog for the City of Spokane.

All pricing quoted in the catalog will be guaranteed by Camtek for the term of the catalog, i.e. January 1, 2022 - June 1, 2023 to enable management to plan strategically year to year.

In the event of an unforeseen issue such as a natural disaster, production delay or part shortage which would impact manufacturing, such as the tsunami in Japan which affected both Sony and Samsung cameras and delayed production for 3 - 4 months. Camtek would notify the Real Estate Manager immediately and work with the manufacturers to address the issue and resolve the situation. It is Camtek's goal to provide the best camera for the best application at the best price.

Any quoted items not listed in this catalog will be billed to City of Spokane at 15% off MSRP.

City of Spokane - Camera Catalog Pricing
Pricing Reflects the Camera Only Price and Does Not Include any
Installation, Termination, Network Certification or Wiring Infrastructure

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
	Axis Pricing			
01273-001	2N Helios IP Video Intercom Verso (with camera)	1368.95	1	1,368.95
01289-001	Frame Cover for IP Verso Brushed Stainless	89.69	1	89.69
	https://www.2n.cz/en_GB/documents/22902/87735/ip_verso_leaflet_a4_en_lq.pdf/48ce218b-2b36-4e92-ba44-cd6c31a513c5/searchTitle-Product+Leaflet+%28EN%29+-+2N%C2%AE+IP+Verso			
Q3518-LVE	Exterior Camera PoE Only	1598.03	1	1,598.03
	https://www.axis.com/en-us/products/axis-q3518-lve			
M3058-PLVE	360 Degree Camera 12MP	1006.01	1	1,006.01
	https://www.axis.com/en-us/search/result			
P3248-LVE MK	Outdoor Dome Camera Varifocal Lens 1080P IR	1289.13	1	1,289.13
	https://www.axis.com/en-us/products/axis-p3228-lve			
Q6075-E	Exterior PTZ Camera	3635.13	1	3,635.13
	https://www.axis.com/en-us/products/axis-q6055-e			
291	1U Video Server Rack	4678.41	1	4,678.41
Q7436	Encoder Blade 6 Channel	1406.43	1	1,406.43
T91H61	Wall Mount Gooseneck	205.28	1	205.28
T94M01D	Pendant Cap	69.15	1	69.15
T91E61	Wall Mount Gooseneck	45.75	1	45.75
T94K01D	Pendant Cap	45.75	1	45.75
T91A64	Corner Bracket	92.67	1	92.67
T91G61	Wall Mount Gooseneck	233.43	1	233.43
T94A01D	Pendant Cap	71.86	1	71.86
	Hanwha Pricing			
PNF-9010R	360 Degree 12MP Camera	1126.08	1	1,126.08
	https://www.hanwhasecurity.com/media/attachment/file/p/n/pnf-9010r_rv_rvm_datasheet_170815.pdf			
XND-6080V	Indoor Fixed Camera 2MP	668.61	1	668.61
	http://www.securitydynamics.co.uk/media/assets/datasheets/XND-6080V%20Datasheet.pdf			
XNV-6080R	Outdoor Fixed Camera 2MP IR	809.37	1	809.37
	https://www.hanwhasecurity.com/media/attachment/file/x/n/xnv-6080r_specifications.pdf			
PNV-9080R	Outdoor 4K Dome	1126.08	1	1,126.08
	https://www.hanwhasecurity.com/wp-content/uploads/attachments/p/n/pnv-9080r_datasheet_pt.pdf			
XNP-6320H	Exterior PTZ Camera	3061.53	1	3,061.53
	https://www.hanwhasecurity.com/product/xnp-6320h/			
SBP-300HM6	Cap for PNV	34.49	1	34.49
SPB-300WM	Wall Mount for Cap	55.60	1	55.60
SPB-300WM1	Wall Mount PTZ	55.60	1	55.60
SBP-329HM	Outdoor Cap for PNM-9080 Series	52.79	1	52.79
SBP-300NB	Mounting Plate for SBP-300WM, SBP-300WM1, SBP-300KM	211.20	1	211.20
PNM-9085RQZ	Outdoor IR MultiSensor Camera (4) 5 MP Cameras 1 Housing	2674.44	1	2,674.44

City of Spokane - Camera Catalog Pricing
Pricing Reflects the Camera Only Price and Does Not Include any
Installation, Termination, Network Certification or Wiring Infrastructure

SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
	https://www.hanwhasecurity.com/products/security-cameras/network-cameras/multi-sensor-multi-directional/pnm-9081vq.html		1	
PNM-9084RQZ	Outdoor IR MultiSensor Camera (4) 2 MP Cameras 1 Housing	2027.44	1	2,027.44
	https://www.hanwhasecurity.com/wp-content/uploads/dlm_uploads/2020/12/DataSheet_PNM-9084RQZ1_220323_EN.pdf		1	
	Open Eye Pricing		1	
OE-C7084-AWR	Indoor/Outdoor 4 MP IP Dome	410.83	1	410.83
	https://www.openeye.net/products/cameras/oe-c7084-awr			
OE-C3012T8	Indoor/Outdoor 8 MP IP Dome 4K	510.39	1	510.39
	https://www.openeye.net/products/cameras/oe-c7088-awr			
OE-C8213	Exterior PTZ Camera 3MP IP 30X PTZ	2058.62	1	2,058.62
	https://www.openeye.net/products/cameras/oe-c8103			
OE-C97512	360 Degree 12 MP IP Camera	910.80	1	910.80
	https://www.openeye.net/products/cameras/oe-c97512			
OE-C3011D4	Indoor 3 MP IP Camera	313.05	1	313.05
	https://www.openeye.net/products/cameras/oe-c6413-awr			
OE-CA79PM	Pendant Mount Adapter	25.12	1	25.12
OE-CA97CMS	Short Arm Corner Mount Kit	127.65	1	127.65
	PoE Midspans and Misc Items			
PD3501G/AC	PowerDsine Single Port High POE Midspan	106.26	1	106.26
PD9501G/AC/B	PowerDsine Single Port High PoE+ Midspan	138.35	1	138.35
5G460-5Y	Leviton Igiamax 5E Patch Cord	4.47	1	4.47
ALTV244175UL	Altronix UL Listed Power Supply	157.31	1	157.31
PCS615-MD-B	Self amplified 8" loud speaker - Surface	386.40	1	386.40
PSA802-MD	Self amplified 8" loud speaker - Flush	380.88	1	380.88
3.5mm	25ft 3.5mm audio cable, plenum rated	31.74	1	31.74
N-Tron 305FX-N-ST	Hardened Network Switch Fiber Connection	723.12	1	723.12
N-Tron 105TX	Hardened Network Switch Cat5e Connection	168.29	1	168.29
	ONSSI Video Management Software and License			
OC-ENT-1C	ONSSI Ocularis Enterprise Camera License	200.93	1	200.93
OC-ENT-B	ONSSI Base License	979.80	1	979.80
SC-OC-ENT-B-2Y	ONSSI Base StayCurrent 2 Year	310.50	1	310.50
SC-OC-ENT-1C-2Y	ONSSI Ocularis Camera StayCURRENT 2 Years	60.72	1	60.72
	Sony Pricing			
	Wireless Equipment			
NSM5	5GHZ Nanostation, 802.11, MIMO, airmax, PoE	181.06	1	181.06
Rocket M5	5GHZ airmax base station with omni antenna	386.39	1	386.39
	Custom Video Mounts			
Custom	New Standard Corner Mount (Replaces WM20G, ACA2 and Connection Access Box)	625.31	1	625.31
Custom	4K Single Mount - (1 Camera)	207.00	1	207.00
Custom	Bucket Truck/Lift Rental for Camera Installation	1242.00	1	1,242.00
Custom	Reach Fork for installation of camera poles	2001.00	1	2,001.00

City of Spokane - Camera Catalog Pricing
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SPECIFIED PART NO	ITEM DESCRIPTION OR PRE-APPROVED SUBSTITUTE	MATERIAL COST	QUANTITY	EXTENSION
Custom	building color) per camera	138.00	1	138.00
Custom	Camera Pole to SPS Specifications - 1" Base Plate	1058.46	1	1,058.46

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

04/24/2023

Date Rec'd	4/11/2023
Clerk's File #	RES 2023-0030
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ALEX GIBILISCO X6957
Contact E-Mail	AGIBILISCO@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - NOMINATING SPOKANE TO THE STATE'S HEALTH EQUITY ZONE PROGRAM

Agenda Wording

Nominating area of Spokane to the State's Department of Health to be designated a Health Equity Zone.

Summary (Background)

Nominating Spokane to the DOH's Health Equity Zone Program: Washington's Health Equity Zones Initiative seeks to reduce health inequities by supporting communities in a geographic area to identify their most pressing health concerns and develop solutions that meet the unique needs of their communities. Zones will receive \$200,000 per year for two years to identify health priorities, develop community action plans, and implement solutions.

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

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

Approvals		Council Notifications	
Dept Head	BYRD, GIACOBBE	Study Session\Other	04/10/2023 Urban Experience
Division Director		Council Sponsor	CP Beggs CM's Wilkerson Zapponne
Finance		Distribution List	
Legal		agibilisco@spokanecity.org	
For the Mayor		gbyrd@spokanecity.org	
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council Office
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org
Council Sponsor(s)	Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Nominating Spokane to the Health Equity Zone Program
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2021 the state passed SB5052 to create Health Equity Zones in the state.</p> <p>Washington’s Health Equity Zones Initiative seeks to reduce health inequities by supporting communities in a geographic area to identify their most pressing health concerns and develop solutions that meet the unique needs of their communities. During the pilot of the Initiative, the Washington State Department of Health will invest in three geographic communities across the state that are most impacted by health inequities.</p> <p>The Washington State Health Equity Zones (HEZ) Initiative recognizes that people who are most impacted by health inequities are closest to the solutions that will improve their health. This initiative will support communities in identifying pressing health concerns and developing projects to address their unique needs. Each Health Equity Zone will establish a Community Collaborative that will lead efforts to improve the health of their communities. Zones will receive \$200,000 per year for two years to identify health priorities, develop community action plans, and implement solutions. The Department of Health will work in collaboration with each zone to identify funding sources after the initial two years.</p> <p>We are looking to submit an area of Spokane that encompasses East Central, Northeast, and West Central Spokane.</p> <p>Zip codes with census tracks showing inequities in health outcomes: 99204; 99201; West Central and Riverfront 99202; East Central 99207; 99208 – Northeast Spokane</p> <p>More so than geographical description/size Health Equity Zones will look at location/community readiness, community engagement and system/community collaboration.</p>
Proposed Council Action	Vote on April 17 th
Fiscal Impact Total Cost: <u>NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source One-time Recurring
Specify funding source: [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

The Health Equity Zones Initiative was created to address the deep, systemic inequities that impact health at a local level in a way that brings communities together. Health Equity Zones are defined as geographic areas where people who live and work there can collaborate to improve the health of their community through unique solutions.

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 zone selection process will prioritize communities most impacted by health inequities. This includes communities with significant populations that identify as black, indigenous, and people of color; immigrants, migrant farmworkers, refugees, and asylum seekers; low-income, unhoused, and under-resourced; living with disabilities and mental illness; elders or seniors; LGBTQIA+ and/or having limited access to healthcare.

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

Data identifying health inequities can be found on Department of Health, Washington Tracking Network <https://fortress.wa.gov/doh/wtn/WTNIBL/>; Spokane Regional Health District <https://countyhealthinsights.org/county/spokane/eye-on-equity/>

A Health Equity Zone (HEZ) is a geographically connected area where people living there work together will work to address their community's unique health concerns. The idea is that people living in a community facing health barriers often bring the best solutions

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

RESOLUTION NO. 2023-0030

A Resolution nominating area of Spokane to become Health Equity Zone.

WHEREAS, in 2021 the state legislature passed Engrossed Second Substitute Senate Bill 5052 an act relating to the creation of health equity zones and codified under RCW 43.70; and

WHEREAS, The Health Equity Zones Initiative, overseen by the Washington Department of Health (DOH) was created to address the deep, systemic inequities that impact health at a local level by defining certain geographic areas where the people who live and work there can collaborate as community partners to improve the health of their community through unique solutions; and

WHEREAS, under the Health Equity Zones Initiative, local jurisdictions can nominate certain geographic areas that would benefit from the specialized collaboration available under the Initiative; and,

WHEREAS, the Washington Legislature has appropriated \$200,000 per year for two years for each designated Health Equity Zone to identify health priorities, develop community action plans, and implement solutions, and further directed the Department of Health to work in collaboration with each zone to identify funding sources after the initial two years; and

WHEREAS, according to Spokane Regional Health District, data clearly shows Black, Indigenous, and people of color in the City of Spokane have poorer health outcomes than other populations, which can be traced to the impact of social conditions in the places they are born, grow, live, learn, work, play, and age that shape their health; and

WHEREAS, one example of inequitable health disparity in Spokane is the 15-year life expectancy gap between the residents of the Riverside neighborhood, whose life expectancy is 70.1 years and the residents of the Southgate neighborhood, whose life expectancy is 85.7 years; and

WHEREAS, similar inequitable health disparities exist in other parts of Spokane, as reflected in the comparatively lower life-expectancies of the East Central neighborhood (72.4 years), West Central (73.4 years) and Northeast (72.4 years) neighborhoods of Spokane; and

WHEREAS, the City of Spokane believes that certain regions within the City would benefit from the collaboration and funding available under the Health Equity Zones Initiative.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council supports nominations of East Central, West Central, Riverfront, and Northeast Spokane neighborhoods as potential Health Equity Zones given they are geographic areas within Spokane with demonstrated inequities in health outcomes;

AND, BE IT FURTHER RESOLVED, that the City of Spokane is directed to complete the necessary steps to nominate the East Central, West Central, Riverfront, and Northeast Spokane neighborhoods as Health Equity Zones, and to further work with community members and health organizations to demonstrate the City's collaboration and community readiness for Health Equity.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney